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IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE DEPT.

IN AND FOR THE COUNTY OF SALT LAKE, STATE OF UTAH

In the Matter of the Marriage of

BETSY ARANA-ARCIA

and

LUIS E. GARCIA

**DECREE OF SEPARATE
MAINTENANCE**

Case no.: 264902358
Judge: Chelsea Koch
Comm.: Joanna Sagers

THE ABOVE-ENTITLED MATTER comes before the court on the submission of

a Stipulated Petition for Separate Maintenance signed by both parties. The court, having

reviewed the record and for good cause appearing, hereby ORDERS, ADJUDGES, and

DECREES as follows:

JURISDICTION

1. Petitioner Betsy Arana-Arcia and Respondent Luis E. Garcia are both bona fide residents of Salt County, State of Utah, at the time of the filing of this action and for three months immediately preceding the filing of this action.
2. The parties were married on March 24, 2001, in San Diego, California.

GROUND

3. The parties desire to live separate and apart.

CHILDREN

4. There have been two children born of the parties' marriage, both of whom are adults.

Petitioner's Income

5. Betsy is employed full-time at Bear River Mutual Insurance and earns a gross income of \$5,113 per month.

Respondent's Income

6. Luis is employed full-time at FCCI Insurance Group and earns a gross income of \$10,416 per month. Luis also permanently receives a substantial veteran's disability payment each month.

ALIMONY

7. Betsy shall be awarded monthly alimony for a period equal to the length of the parties' marriage (March 24, 2001 through May 1, 2026). Monthly alimony shall commence May 1, 2026, and shall continue for a period of twenty-five (25) years and one (1) month thereafter, unless earlier terminated by Betsy's remarriage or the death of either party. The amount of alimony shall be equal to the full amount of the Veteran's Affairs (VA) disability payment to which Luis is entitled each month, including any portion thereof attributed to the parties' children, which amount is currently approximately \$4,830 per month. Alimony shall be payable on the first day of each month and shall be subject to modification upon a material and substantial change in circumstances as permitted under Utah law.

REAL PROPERTY

8. The parties own the real property located at 11079 S Holly Springs Dr, South Jordan, UT 84009 (the “marital residence”). Pursuant to the parties’ *Postmarital Agreement* Betsy should be awarded possession of the marital home. Commencing May 1, 2026, Betsy should be responsible for the mortgage payment on the marital home. Neither party will encumber the marital home without written permission from the other. Betsy will employ best efforts to assume the mortgage loan on its existing terms (i.e., she will not be required to take out another loan or refinance unless and until she remarries). In the event of her remarriage following entry of a divorce decree, Betsy will employ best efforts to assume or refinance the mortgage loan in her sole name.

BUSINESS

9. The parties have an interest in L.B.N.A. Insurance Agency, LLC, a Utah-based insurance brokerage. Pursuant to the parties’ *Postmarital Agreement*, Luis should be solely responsible for owning and operating the business. Luis will hold Betsy harmless on all debts or obligations of the business.

DEBTS

10. Pursuant to the parties’ *Postmarital Agreement*, Luis will be responsible for any debts associated with L.B.N.A. Insurance Agency, LLC and Betsy will be responsible for any debts associated with the marital home. Luis will be responsible for the Citi credit card (approx. bal. \$7,943) and the Chase credit card (approx. bal. \$11,544).

VEHICLES

11. Betsy should be awarded the use and possession of the parties’ 2021 Volvo XC40

and 2015 Tesla and should be responsible to pay any loans associated with those vehicles. Luis should be awarded the use and possession of the parties' 2025 Toyota Camry and should be responsible to pay any loans associated therewith.

AUTO INSURANCE

12. Effective May 1, 2026, each party shall maintain separate auto insurance policies consistent with vehicle possession and responsibility.

HEALTH INSURANCE

13. Luis shall continue to maintain healthcare coverage for the benefit of Betsy through CHAMPVA. Upon loss of eligibility for CHAMPVA, Betsy shall be responsible for obtaining her own healthcare coverage.

LIFE INSURANCE

14. Paragraph 12 of the parties' *Postmarital Agreement* (Exhibit A of the Stipulated Petition) is hereby modified by stipulation of the parties as follows. Luis currently maintains one life insurance policy through Everlake Assurance Company insuring his life in the face amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and one life insurance policy through Transamerica insuring his life in the face amount of Four Hundred Thousand Dollars (\$400,000.00).

15. Consistent with this modification, Luis shall immediately designate Betsy as the sole primary beneficiary of both policies and shall execute any documents necessary to effectuate such designation. Betsy shall be solely responsible for payment of all premiums on the \$400,000.00 policy, and Luis shall be solely responsible for payment of all premiums on the \$250,000.00 policy. Betsy should have online access to the policies to ensure payments are up to

date and that the beneficiary information has not been modified.

16. Life Insurance as Security for Alimony. The life insurance policies referenced in Paragraph 14 are intended to secure Luis's alimony obligation. In the event Luis fails to maintain either policy as required or changes the beneficiary designation in violation of this order, Betsy shall be entitled to the imposition of a constructive trust upon the proceeds of any such policy to the extent necessary to satisfy any unpaid alimony obligation.

17. Luis shall not cancel, surrender, assign, encumber, borrow against, modify, change the beneficiary of, or allow either policy to lapse for nonpayment of premiums or otherwise impair either policy. These policies shall be maintained in full force and effect at least until Luis's sixty-fifth (65th) birthday, consistent with the duration contemplated in the *Postmarital Agreement*. Luis shall execute any authorizations necessary to permit Betsy to obtain confirmation directly from the insurer of beneficiary designations and policy status upon reasonable request.

18. If at any time either Luis or Betsy believes he/she is unable to pay the life insurance premium due to a financial hardship which, that party must provide written notification to the other outlining the situation. If the other party is able and willing to assist with paying the life insurance premium, such assistance will be considered a personal loan to the other party which must be repaid at the earliest reasonable opportunity as soon as the disclosed financial hardship is resolved.

PERSONAL PROPERTY

19. The parties should be awarded exclusive use and possession of their personal property as presently divided.

FINANCIAL ASSETS

20. During the course of the marriage, the parties established and maintained certain financial accounts. Betsy should be awarded exclusive use and possession of the checking and savings account at Navy Federal Credit Union in her name. Luis should be awarded the checking and savings account at Chase Bank in his name.

21. The parties each have a modest 401(k) account in their individual name with an approximately equal balance. Each party should be awarded their respective 401(k) account.

MISCELLANEOUS

22. The parties' *Postmarital Agreement* (Exhibit A) is hereby incorporated by reference into this Decree, except as expressly modified herein. In the event of any conflict between the terms of the *Postmarital Agreement* and the terms of this Decree, the terms of the Decree shall control.

23. At such time as Betsy assumes the mortgage loan, the terms of this separate maintenance agreement will be reduced to a divorce decree.

--- END OF ORDER ---

In accordance with the Utah State District Courts' eFiling Standard No. 4, and URCP Rule 10(e), this order does not bear the handwritten signature of the judge, but instead displays an electronic signature at the upper right-hand corner of the first page with the court's seal and the date the order was executed by the court.

Approved by:

/s/ Luis E. Garcia 4/16/2026
Signed by counsel with (Date)
permission of Luis E. Garcia
Respondent