

**The Order of the Court is stated below:**

**Dated:** May 27, 2026  
04:10:19 PM

/s/ **RANDALL SKANCHY**  
District Court Judge



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**DISTRICT COURT OF THE STATE OF UTAH  
THIRD JUDICIAL DISTRICT  
SALT LAKE COUNTY**

|   |   |
|---|---|
| IN THE MATTER OF THE MARRIAGE OF:<br><br>HEATHER SUE GARCIA<br><br>and<br><br>GABRIEL GARCIA. | <b>DECREE OF DIVORCE</b><br><br>Case No. 264902192<br><br>Judge Randall Skanchy<br>Commissioner Russell Minas |
|---|---|

The above-entitled matter having come before the Court; Petitioner having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the 21 day of April, 2026; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Beau J. Olsen, attorney for Petitioner, and good cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between Petitioner, HEATHER SUE GARCIA, and Respondent, GABRIEL GARCIA, be and the same are hereby dissolved.

2.

Children. The following are the minor children of the parties: K.R.G, born December 2008, G.W.G. born December 2013, L.S.G. born May 2016.

#### PARENTING PLAN

3.

Custody/Parent Time. Parent time shall be as the parties agree. In the event the parties do not agree, the parties shall exercise custody pursuant to Utah Code Ann. § 81-9-305, with the following schedule

| <b>Mon</b> | <b>Tue</b> | <b>Wed</b> | <b>Thur</b> | <b>Fri</b> | <b>Sat</b> | <b>Sun</b> |
|------------|------------|------------|-------------|------------|------------|------------|
| Mom        | Mom        | Mom        | Mom         | Mom        | Mom        | Mom        |
| Dad        | Dad        | Dad        | Dad         | Dad        | Dad        | Dad        |

- a. Transportation. Unless mutually agreed otherwise, the party who is to begin parent-time shall be responsible for picking up the children for parent-time. However, the parties shall utilize school to school drop offs when possible. When school is not in session, the receiving parent shall

pick up the children at 9:00 a.m. from the other parent's residence.

- b. Right of First Refusal: Each parent shall have first option to provide care for minor children over any other third party (i.e., surrogate care) if the parent responsible for minor children is not personally available to care for the children for a period of six or more hours, or overnight, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care.

4.

Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be as follows:

| Odd Years | Even Years | Holiday and Time  |
|-----------|------------|---|
| Mother    | Father     | <b>Martin Luther King Jr. Holiday</b><br>(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or<br>(b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school. |
| Father    | Mother     | <b>Presidents' Day</b><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the minor child to school on the day following President's  |

|        |        |  |
|--------|--------|--|
|        |        | Day; or<br>(b) at 8 a.m. on the day following President's Day if there is no school.   |
| Mother | Father | <b>Spring Break</b><br>1) Holiday begins after school on the day that school dismisses for spring break.<br>(2) Holiday ends:<br>(a) upon delivering the minor child to school on the day following the end of spring break; or<br>(b) at 8 a.m. on the day following the end of spring break if there is no school.   |
| Father | Mother | <b>Memorial Day</b><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the minor child to school on the day following Memorial Day; or<br>(b) at 8 a.m. on the day following Memorial Day if there is no school. |
| Mother | Mother | <b>Mother's Day</b><br>(1) Begins on Mother's Day at 9 a.m.<br>(2) Ends on Mother's Day at 7 p.m.  |
| Father | Father | <b>Father's Day</b><br>(1) Begins on Father's Day at 9 a.m.<br>(2) Ends on Father's Day at 7 p.m.  |
| Father | Mother | <b>Juneteenth</b><br>(1) Holiday begins at:<br>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or<br>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.  |
| Mother | Father | <b>Independence Day</b><br>(1) Begins on July 3rd at 9 a.m.<br>(2) Ends on July 5th at 7 p.m.  |
| Father | Mother | <b>Pioneer Day</b><br>(1) Begins on July 23rd at 9 a.m.<br>(2) Ends on July 25th at 7 p.m.   |
| Mother | Father | <b>Labor Day</b><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the minor child to school on the day following Labor Day;  |

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|--------|--------|--|
|        |        | or<br>(b) at 8 a.m. on the day following Labor Day if there is no school.  |
| Father | Mother | <b>Columbus Day</b><br>(1) Holiday begins at 6 p.m. on the day before Columbus Day.<br>(2) Holiday ends at 7 p.m. on Columbus Day.   |
| Mother | Father | <b>Fall Break</b><br>1) Holiday begins after school. on the day school is dismissed for fall break.<br>(2) Holiday ends:<br>(a) upon delivering the minor child to school on the day following the end of fall break; or<br>(b) at 8 a.m. on the day following the end of fall break if there is no school.                            |
| Father | Mother | <b>Halloween</b><br>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school.<br>(2) Holiday ends at 9 p.m. on the same day the holiday begins.   |
| Mother | Father | <b>Veterans Day</b><br>(1) Holiday begins at 6 p.m. on the day before Veterans Day.<br>(2) Holiday ends at 7 p.m. on Veterans Day.   |
| Father | Mother | <b>Thanksgiving</b><br>(1) Holiday begins on Wednesday at:<br>(a) the time school is regularly dismissed for Thanksgiving.<br>(2) Holiday ends:<br>(a) upon delivering the minor child to school on the Monday following Thanksgiving; or<br>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school.                 |
| Mother | Father | <b>Winter Break (First Half)</b><br>(1) Holiday begins at:<br>(a) after school on the day that school dismisses for winter break; or<br>(b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.<br>(2) Holiday ends on December 27th at 7 p.m. |
| Father | Mother | <b>Winter Break (Second Half)</b><br>(1) Holiday begins on December 27th at 7 p.m.<br>(2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.  |
| Mother | Father | <b>Day of Minor Child's Birthday</b><br>(1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.   |
| Father | Mother | <b>Day Before or After Minor Child's Birthday</b><br>(1) Holiday begins at 3 p.m.  |

|        |        |  |
|--------|--------|--|
|        |        | (2) Holiday ends at 9 p.m.   |
| Father | Father | <b>Father's Birthday</b><br>(1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m. |
| Mother | Mother | <b>Mother's Birthday</b><br>(1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m. |

- a. Both parents shall receive two weeks of uninterrupted extended parent time each summer. Said uninterrupted time shall be taken in two separate one week periods. Both parents shall provide notification extended parent-time with the children by April 1 each year with the Father having first choice of extended time in odd numbered years and the Mother having first choice of extended time in even numbered years. If parent time elections are not timely selected by April 1st, then the first parent to select their summer parent time shall have first priority. Extended parent time shall not be used over the other parent's holidays.

5.

Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the children's school, medical, extra curricular, and other records and shall include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties shall first seek and expert in the field (for school a school teacher, for medical the child's doctor) if they still cannot reach an agreement, the parties shall attend mediation, with the cost of

mediation being evenly divided by the parties. If the parties cannot agree at mediation, either party may file a motion before the court, for the court to make the decision.

- a. Day to Day Decisions. The party with the parent-time shall make the day to day decisions for the children.
  - i. Medical. The parties shall continue to use the children's current healthcare providers and specialists that the providers recommend.
  - ii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling the doctor's appointment so that each party may be able to attend the appointment if possible.
- b. Schooling. That the parties shall use their best efforts to keep the children in their current schools and feeder schools. In the event that becomes impractical, the children shall attend school consistent with Heather's address.

6.

Communication. The parties shall utilize a co-parenting app such as Our Family Wizard, text messages or email, for all routine communications. Parties may communicate via telephone in the event of an emergency, for time sensitive issues, or by mutual agreement. All communication, unless otherwise agreed, shall solely concern the children and/or implementation of the Decree of Divorce. All communication shall be civil. The parties shall have a teammate approach to co parenting.

7.

Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges, text messages, phone calls and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time, within reason.

8.

Cell Phones for the Children. The parties shall evenly divide the cost and service of the children's cell phones.

9.

Travel. When a child travels with either parent overnight, all of the following shall be provided to the other parent with two weeks notice, unless exigent circumstances apply:

a.

An itinerary of travel dates;

b.



Destination;

- c. Places where the child or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the child's location, who is willing to communicate with the other parent.
- d. For international travel, the parties shall give each other three months' notice and work together to ensure passports and other travel documentation are obtained in a timely and efficient manner.
- e. International travel shall also be mutually agreed to by the parties, however, consent cannot be unreasonably withheld.

f.

Passports shall remain at Heather's residence.

10.

Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis, if said information is not readily available to the other parent. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in. The parties shall use the calendar in OFW or other calendar to share the children's schedules. Each parent is entitled to be at and participate in the children's events, regardless of who is

exercising parent time. Furthermore, each party has a duty to get information directly from the child's source (school, coach, etc) and shall not solely rely on one parent to provide them all the information.

11.

Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, family reunions, religious holidays and ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

12.

Differing Parenting Styles. The parties shall honor one another's parenting style, privacy, and authority. Neither party shall infringe in the parenting style of the other, nor shall either party make plans or arrangements that would impinge upon the other parent's authority or time with the children without the express agreement of the other party. However, the parties shall work together to the extent possible to have similar house rules, bed times, curfews, etc, to provide consistency for the children.

13.

Mutual Restraining. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party. Furthermore,

the parties shall not make any disparaging posts about the other party on social media, like Facebook, Instagram, Twitter, or other social media platforms.

14.

Transportation other Than Parent. A step parent, grandparent, or other responsible person may pick up the children, so long as the other parent is aware of the identity of the individual.

15.

Relocation. The relocation of either party shall be governed by Utah Code Ann. § 81-9-209.

16.

Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an activity is agreed to, both parties are responsible for ensuring the child attends and has appropriate transportation to and from the extracurricular activity during the parents' respective parent time.

17. A party who incurs an expense for a children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

18.

School Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, choir travel, school sports, books, required supplies, tutoring, lab fees, etc.) incurred during the time leading up to and including high school for the minor children. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

#### FINANCIAL ITEMS AND ASSET DISTRIBUTION

19.

Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-202 et seq. The Mother is currently underemployed, but has hopes of earning gross monthly is imputed to \$6,000 per month. Gabriel's gross monthly income is \$6000 per month. Mother shall have 182.5 overnights per year and Father shall have 182.5 overnights per year. Based on a joint physical custody worksheet, there is no child support obligation.

20.

Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each and every month.

21.

Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Gabriel is currently providing said insurance.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured

medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.
- e. Double coverage is not necessary, but may be used if mutually agreed to by the parties. If double coverage occurs, then each shall be responsible

for their own insurance premium.

22.

Daycare Costs. That pursuant to Utah Code Ann. §81-6-209, the parties shall share equally the reasonable work-related child care expenses incurred on behalf of the minor children.

23.

That if an actual expense for the child care is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

24.

That in absence of a court order to the contrary, a parent who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

25.

That in absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

26.

Dependency Exemption. That dependency for state and federal taxes shall be divided as follows:

| Child  | Odd Tax Year | Een Tax Year |
|--------|--------------|--------------|
| K.R.G  | Gabriel      | Heather      |
| G.W.G  | Heather      | Gabriel      |
| L.S.G. | Gabriel      | Heather      |

27.

The tax credits may only be claimed if the obligor of child support is current as of December 31st of any given tax year.

28.

2025 Federal and State Taxes. The parties have already filed 2025 taxes.

29.

Real Property. That the parties own a home and real property located at 14692 South Sky Bird Drive, Herriman, Utah 84096. Gabriel is awarded all right, title and possession to said home and real property. There is currently \$525,000 in equity in said property. Heather is entitled to a payment of \$262,500. Gabriel shall refinance and remove Heather from any mortgages associated with the loan within ninety days of signing this agreement. Furthermore, Gabriel shall



pay Heather her \$262,500 within ninety days of signing this agreement. That Gabriel shall be 100% responsible for all mortgage payments, taxes, insurance, and repairs associated with the home and real property.

30.

In the event that Gabriel is unable to remove Heather's name from the mortgage associated with the marital home within ninety days of signing the agreement, or pay Heather her \$262,500 within ninety days of signing the agreement, the home shall be immediately listed for sale, under the following circumstances:

- a. Heather shall pick three realtors. Out of the three realtors, Gabriel shall pick one of the realtors to list the house for sale;
- b. The parties shall agree on all offers and counter offers. In the event they cannot agree, they shall defer to their realtor's recommendation;
- c. The parties shall agree on all necessary and needed repairs. In the event they cannot agree, they shall defer to their realtor's recommendation.

31.

That once the home is sold, the proceeds from the sale of the home shall be as follows:

a.

Pay off any and all existing mortgages;

b.

Pay all appropriate closing costs and commissions;

c.

Pay off the debt as specified in the paragraphs below;

d.

Evenly divide the remaining amounts between Heather and Gabriel.

32.

Alimony. That neither party are awarded any past, present, or future alimony.

33.

Personal Property. The parties are awarded their personal effects and any gifts or inheritance the parties have received during the marriage. The remaining personal property shall be equitably divided between the parties. In the event that they cannot agree on disputed property, the parties shall divide the property one item at a time (however, it shall be dishes, no dish and the party are awarded the whole set of property in dispute) with Heather first and then the parties alternating

every other pick. They may request a third party to observe to keep the peace.

34.

Vehicles. That the parties shall divide the vehicles as follows:

| <b>Vehicle</b>        | <b>Awarded to</b> | <b>Party Responsible for Debt, if any</b>   | <b>Estimated Value</b> |
|-----------------------|-------------------|---|------------------------|
| 2012 Mercedes E Class | Heather           | Heather   | \$9,000                |
| 2020 Kawasaki Ninja   | Heather           | Heather   | \$4,750                |
| 2002 Honda S2000      | Gabriel           | Gabriel   | \$18,500               |
| 2018 Mercedes GLS     | Gabriel           | Gabriel; however Gabriel shall refinance the vehicle into his own name within thirty days of signing the stipulation; otherwise the vehicle is to be sold | \$0                    |
| 2019 Honda            | Gabriel           | Gabriel   | \$5,500                |
| 1999 Honda Civic      | Minor Child       | Minor Child   | \$0                    |

- a. That due to Heather having approximately \$13,750 in vehicle equity and Gabriel having approximately \$30,500 in vehicle equity, Gabriel shall pay Heather \$4,740 to equalize the equity in the vehicles. In consideration of said amount, Heather shall keep the Charles Schwab account.

35.

Debts. The debts shall be divided as follows:

| <b>Name of Debt</b> | <b>Approximate Amount</b> | <b>Debt in Name of</b> | <b>Responsible Party, if home is not sold</b> |
|---------------------|---------------------------|------------------------|---|
| MACU                | \$9,357.14                | Gabriel                | Heather 50%<br>Gabriel 50%                    |

|                  |          |         |  |
|------------------|----------|---------|--|
|                  |          |         | Heather shall pay Gabriel \$4,678.57 within 30 days after she receives her equity payment from the marital home.                   |
| Capital One      | \$113.54 | Gabriel | Gabriel 100%<br><br>Heather shall pay Gabriel \$56.77 within 30 days after she receives her equity payment from the marital home.  |
| Citi             | \$896.97 | Gabriel | Gabriel 100%<br><br>Heather shall pay Gabriel \$448.48 within 30 days after she receives her equity payment from the marital home. |
| Mercury Card     | \$94.97  | Heather | Heather 100%<br><br>Gabriel shall pay Heather \$47.48 within 30 days after signing this stipulation.                               |
| Chase Prime      | \$658.78 | Heather | Heather 100%<br><br>Gabriel shall pay Heather \$329.39 within 30 days after signing this stipulation.                              |
| Chase Sapphire   | \$15.10  | Gabriel | Gabriel 100%   |
| American Express | \$385.43 | Gabriel | Gabriel 100%   |

|              |             |         |  |
|--------------|-------------|---------|--|
|              |             |         | Heather shall pay Gabriel \$192.71 within 30 days after she receives her equity payment from the marital home.   |
| Bilt         | \$9,414.96  | Gabriel | Gabriel 100%<br><br>Heather shall pay Gabriel \$4,707.48 within 30 days after she receives her equity payment from the marital home.   |
| Light Stream | \$29,055.54 | Gabriel | Gabriel 100%<br><br>Approximately \$28,283 shall be applied to the lightstream debt from the parties accounts as listed below. Heather shall pay Gabriel 50% of the remaining debt within 30 days after she receives her equity payment from the marital home. |

- a. Each party shall be responsible for the debts in their individual names, unless otherwise noted above, particularly the respective credit cards, and shall assume, indemnify, and hold the other party harmless from liability thereon.

b. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards or the debts listed above. If new debt is incurred, it shall be 100% the responsibility of the party who incurred the debt.

c.

Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names, unless otherwise noted above. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

d. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

e. That Heather shall indemnify and hold Gabriel harmless on all debts and obligations Heather is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. § 523(a)(15).

f. That Gabriel shall indemnify and hold Heather harmless on all debts

Gabriel is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. § 523(a)(15).

36.

Financial Accounts and Investment accounts. That the parties' financial accounts and investment accounts shall be divided and awarded as follows:

| Name of Account   | Name on Account     | Approximate Amount | Awarded to                            |
|-------------------|---------------------|--------------------|---------------------------------------|
| AFCU Savings      | Gabriel             | \$3,614.30         | 100% applied to the Lightstream debt. |
| AFCU Checking     | Gabriel             | \$8,908.20         | 100% applied to the Lightstream debt. |
| MACU Money Market | Heather and Gabriel | \$15,309.15        | 100% applied to the Lightstream debt. |
| MACU Money market | Heather             | \$452              | 100% applied to the Lightstream debt. |
| Charles Schwab    | Heather             | \$3,758            | Heather                               |

37.

Retirement Accounts: That the parties have various retirement accounts. The total amount of the retirement accounts shall be evenly divided to minimize the cost of division. To equalize the amounts in the retirement accounts, the division shall occur through a Qualified Domestic Relations Order. The parties shall use Rori Hendrix to complete the QDRO and evenly divide the cost. The division of the accounts shall be subject to gains and/or losses.

| Name of Account | Name on Account | Approximate Amount |
|-----------------|-----------------|--------------------|
|-----------------|-----------------|--------------------|

|                  |         |              |
|------------------|---------|--------------|
| URS              | Heather | \$4,913      |
| Guideline 401(k) | Heather | \$41,189     |
| Fidelity 401(k)  | Gabriel | \$235,255.94 |

38.

Stock Options. That Heather has unvested stock options with Carta, Inc. Heather is awarded 100% of these unvested stock options.

39.

Business. That Heather and Gabriel have no businesses.

40.

Heather's Maiden Name. Heather shall be restored to her maiden name of Howard, if she so chooses.

41.

Deeds and Titles and Other Documents: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. The parties shall provide each other any past tax returns or any other important documents from the marriage.



42.

Attorney's Fees and Costs: Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce 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 of this Order.

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES  
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

APPROVED AS TO FORM:

/s/ Gabriel Garcia  
GABRIEL GARCIA  
(Gabriel Garcia approved to form on May 20, 2026)  
*Respondent*