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THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of:	:	DECREE OF DIVORCE Case No. 244906371 Judge: Skanchy Commissioner: Blomquist
FRANCISCO JAVIER LOZANO,	:	
Petitioner,	:	
	:	
v.	:	
DENNISE ARROYO,	:	
Respondent.	:	
	:	
	:	
	:	
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_____ The Court having considered the Petition for Divorce, the parties’
Stipulation and Settlement Agreement (“Agreement”), having reviewed sworn testimony of the
Petitioner pertaining to grounds and jurisdiction, and having heretofore signed and filed its
Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises,
now, therefore,

IT IS HEREBY ORDERED, ADJUDGE AND DECREED:

1. That the bonds of matrimony and the marriage contract heretofore existing
by and

between the Petitioner Francisco Javier Lozano (“Petitioner”) and Respondent Dennise Arroyo (“Respondent”), be and the same are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from the Respondent on the grounds of irreconcilable differences, and said Decree to become final upon entry by the court in the Register of Actions.

1. **Separate and Premarital Property.** Each party should be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein.

2. **Personal Property.** The parties accumulated certain personal property during the marriage. Each party shall be awarded the personal property currently in his/her possession.

3. Respondent shall delete the laptop that is in Petitioner’s possession from her Find My Device settings on her Apple account so that Petitioner may have use of it without interference from Respondent.

4. **Titled Vehicles/Assets.** During the course of the marriage, the parties obtained interest or ownership of certain vehicles. Each party shall be awarded the vehicle in his/her possession free and clear of any claim from the other party, and shall be solely responsible for all costs and liabilities associated with said vehicle and hold the other party harmless therefrom.

5. **Financial Accounts.** During the course of the marriage both parties have either obtained interest in or contributed marital funds to financial accounts including, but not limited to, savings and checking accounts. Each party shall be awarded the account in their respective name along with all amounts therein. Any joint accounts should be closed or converted to individual accounts as the parties may agree.

6. **Retirement and Other Investment Accounts.** During the course of the marriage, neither party has obtained interest in or contributed marital funds to their respective retirement and other investment accounts. The parties are awarded all retirement and investment accounts in their respective names free and clear from any claim from the other party.

7. The parties should be awarded these accounts without claim by the other.

8. **Debts and Obligations.** During the marriage, the parties acquired marital debts and obligations. Their joint debts are listed below. Each party shall be awarded his or her own debts in his/her individual name.

A. The parties acquired a personal loan to purchase a **timeshare** that has a current balance of approximately \$12,000.00. Said debt shall be satisfied in full from the proceeds of the sale of real property discussed more fully below.

B. The parties acquired a personal loan to replace the roof on the marital home that has a current balance of approximately \$4,200.00. Said debt shall be satisfied in full from the proceeds of the sale of real property discussed more fully below.

9. **Real Property.** During the course of the marriage, the parties obtained interest in a pre-manufactured home located at 305 E Vagabond Dr., Murray, Utah 84107 (the "Utah

Property”). In addition, during the marriage Petitioner caused a home to be purchased in Mexico (the “Mexico Property”). The parties agree to sell both the Utah and Mexico Properties using mutually agreed upon Realtors independent of ties to either party.

10. **Realtor and Listing Deadline:** The parties shall each submit the names of two (2) realtors within seven (7) days of the date of this agreement. If the parties cannot agree upon a realtor at the end of the seven day period, counsel for the parties will select a realtor at random. Said realtor shall be licensed by and in good standing with the State of Utah. Both Properties shall be listed within 30 days of the date of this Agreement.

11. **Agent Recommendations:** The parties shall follow the recommendations of the realtor regarding repairs/improvements, marketing strategies, pricing strategies, and shall market the Utah Property until it is sold, lowering the price if necessary to sell. The parties shall be equally responsible for the costs of the repairs/improvements, if any. If the Properties have not received an acceptable offer within thirty (30) days of being listed, the listing price will be reduced according to the agent’s written recommendation (unless the parties agree otherwise). Thereafter the Properties shall be reduced every thirty (30) days based upon the agents recommendation until the property is sold. No additional signatures from the parties should be required for said reductions.

12. **Sale Proceeds:** The sale proceeds from both Properties shall be deposited into the Trust

Account of Petitioner's attorney. Both parties understand and agree that the Mexico Property will be sold in pesos, and that there may be a cost in converting said proceeds to dollars. The proceeds will be distributed as follows.

- A. The realtor and closings costs shall be paid in full pursuant to the corresponding contractual terms;
- B. Both loans for the timeshare and the roof shall be satisfied in full; and
- C. The remaining proceeds shall be distributed to the parties in equal portions.

13. **Timeshare.** During the course of the marriage the parties obtained interest in a Marriott timeshare. It is understood by the parties that said timeshare has been foreclosed. If, in the future, Marriott pursues collection efforts successfully, the parties shall share any costs associated therewith.

14. **Alimony.** Neither party has a need for alimony as both parties are financially capable of caring for themselves. Neither party is awarded alimony and both parties waive alimony.

15. **Name Change.** At her election, Respondent should be restored to her maiden surname of "Arroyo."

ADMINISTRATIVE PROVISIONS

16. **Duty to Sign Documents.** Both Parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the

disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

17. **Attorney Fees.** The Parties should be responsible for their own attorney's fees in this action. In the event that either party brings an action to enforce any provisions herein, the prevailing party shall be entitled to an award of reasonable attorney fees associated with said action.

18. **Binding Effect.** Consistent with the representations and warranties above, the parties hereby acknowledge and agree that they intend for this Stipulation to be binding to the maximum degree permissible under applicable law, that this Stipulation shall be construed and interpreted to accomplish and facilitate that intent, and that neither party may avoid or otherwise set aside any provision hereof except upon an express finding by a court of competent jurisdiction that (among other things) enforcement of the provision(s) in question is adverse to the children's best interests or unenforceable.

19. **Effective Date.** The terms of this Stipulation shall be effective immediately upon execution unless otherwise specified herein.

20. **Severability.** If any term, paragraph, or provision of this Stipulation is held invalid or unenforceable for any reason, the remainder of this Stipulation shall continue in full force and effect.

21. **Entry of Final Documents.** The Parties agree and understand that each has the right to litigate the allegations contained in Father's petition. Both Parties agree to waive all such rights to contest said allegations and hereby consent to the jurisdiction of the above-entitled court.

22. The best interest of both parties will be served by the Court entering this Decree of Divorce.

EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND SEAL IN THE TOP RIGHT OF THE FIRST PAGE.

Approved as to Form:

/s/Jared Pearson

Jared Pearson

Attorney for Respondent

(Signed Electronically by Todd S. Barfuss with Permission)

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument was electronically with the Clerk of Court using the Greenfiling System or CM/ECF system and served via that system to the following on the 26th day of June, 2026.

Jared Pearson

Attorney for Respondent

Via email

/s/ Wilma Thomas