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

In the Matter of the Marriage of:	DECREE OF DIVORCE
ROBERTO QUISPE, Petitioner,	
and	
CARMELA LOWE ZELAYA, Respondent.	Case No. 264903623 Judge: Kara Pettit Commissioner: Joanna Sagers

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

- Roberto Quispe is awarded a Decree of Divorce from Carmela Lowe Zelaya on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
- Roberto and Carmela are residents of Salt Lake County, State of Utah, and have been for three months immediately prior to filing this action.

2. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over Roberto and Carmela pursuant to Utah Code 81-4-402(1).
3. Roberto and Carmela were married on July 14, 2023, in Salt Lake City, Utah, and are presently married. The parties separated on or about June 26, 2026, and do not currently reside together.
4. There are no minor children born as an issue of the parties' relationship, and none are expected.
5. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.
6. This Petition is being filed as a Tier 4 case because it is a domestic matter.

DEBTS AND OBLIGATIONS

7. During the course of the marriage, the parties acquired certain debts and obligations. Roberto is unaware of any joint debts. Each party should be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt should be responsible and liable for it.
8. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

9. Pursuant to Utah Code 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

10. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which should be divided as follows:

Property	Awarded To
2019 Hyundai Elantra	Roberto
2021 Hyundai Elantra	Carmela

11. **Secured Debt:** Each party being awarded property should also be responsible for the debt associated therewith.

12. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties should be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

13. **Personal Belongings:** Each party should be awarded their own personal belongings.

14. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

RETIREMENT ASSETS

15. Neither party has acquired an interest in any retirement, pension, or profit-sharing account through their employment during the course of the marriage.

REAL PROPERTY

16. During the marriage, the parties did not acquire an interest in real property.

MISCELLANEOUS

17. **Alimony:** Both parties to this action are able-bodied and employed, and neither party should be awarded any alimony from the other.

18. **Mutual Restraining Order:** The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

19. **Delivery of Documents and Duty to Sign Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

20. Interpretation/Applicability: This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

21. Severability: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

22. The court should grant such other and further relief as it may deem just and appropriate in this matter.

23. Disclosure: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

24. Full Settlement: Contingent on the court entering final orders fully consistent with the terms hereof, this Agreement shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them.

Both parties acknowledge that this Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read this Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable.

25. No Construction Against Drafter: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting this Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the court now concludes as follows:

1. That this court has jurisdiction over the subject matter of this action and the parties to this action.
2. That Roberto Quispe is entitled to a Decree of Divorce and that such should become final upon its entry as provided by law.

3. That the provisions settling all issues in this action, as set forth in the Findings of Fact, are equitable and should be incorporated into the Decree of Divorce.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

Carmela Lowe Zelaya, pro se

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

CARMELA LOWE ZELAYA: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Roberto's counsel 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.

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of August, 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Carmela Lowe Zelaya, pro se
Lowecarmela1@gmail.com

/s/ Joshua C. Brant
Joshua C. Brant
Attorney for Roberto Quispe