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Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE
OF

LUKE CHRISTENSEN,

Petitioner,
&

DIANA DEL PILAR GUTIERREZ
FRANCO,

Respondent.

DECREE OF DIVORCE

Case No. 264903894

Judge Derek Williams

Commissioner Joanna Sagers

Petitioner, Luke Christensen, represented by his attorney, Paul Waldron, and Respondent, Diana del Pilar Gutierrez Franco, represented by her attorney, Chad L. Woolley, stipulate to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, Shane Marx, on 2 October 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

DECREE OF DIVORCE

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING JURISDICTION AND VENUE

2. The Court has jurisdiction over this action and the parties and venue is proper in this county.

PROVISIONS REGARDING CHILDREN

3. No child has been born as a result of the relationship between Petitioner and Respondent, and none is expected.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

4. Parties shall abide by the following mutual restraining orders:

- a. Parties shall not harass or threaten each other.
- b. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.
- c. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

PROVISIONS REGARDING PERSONAL PROPERTY

5. Each party should be restored to the condition that existed prior to their marriage.

6. Parties are each awarded their premarital property, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

7. Any marital personal property is awarded as set forth herein or otherwise as it is presently held.

8. Petitioner provided to Respondent a 14 karat white gold engagement ring with an oval diamond and mobile phones for Respondent and her family with T-Mobile service. Respondent shall return the engagement ring to Petitioner and deliver the two iPhone 17 Pro Max T-Mobile telephones and Apple Watch Ultra 3 in her or her brother's possession to Petitioner. Once Respondent delivers these items to Petitioner, this will resolve any claim Petitioner may have against Respondent or her brother regarding these items and phone service.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

9. During the course of the relationship, Parties acquired debts and obligations that are divided as follows:

a. Other than as set forth herein, if there are any debts, the debt is the responsibility of Party incurring the debt.

b. Petitioner incurred medical debts in the approximate amount of \$663 for Respondent's child regarding her immigration application. As part of the settlement agreement, Petitioner shall be responsible for this debt.

c. Parties are mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

d. All debts and obligations incurred since Parties' separation are the responsibility of the Party who incurred the particular debt.

e. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

f. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING REAL PROPERTY

10. During the course of the relationship, Parties did not acquire any real property, and no order regarding the distribution of real property is required or necessary.

11. Parties entered into a one-year lease for a residential apartment. Petitioner shall be responsible for any further liability related to the marital residence leased in Cottonwood Heights, Utah.

PROVISIONS REGARDING TAXES

12. Parties shall file separately for federal and state taxes for 2026 and file separately thereafter. Any tax refund or liability shall be paid by Party owing the tax or receiving the refund.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

13. Each Party is awarded his or her own retirement accounts free and clear of any claim from the other Party.

PROVISIONS REGARDING BUSINESS INTERESTS

14. During the period of their relationship, the parties acquired no business interests, and no order regarding any business interests is required or necessary.

MISCELLANEOUS PROVISIONS

15. If Respondent has legally changed her surname to Christensen, Respondent shall be restored to her former surname of Gutierrez Franco and should henceforth be known as Diana del Pilar Gutierrez Franco.

16. Each Party shall assume his or her own costs and attorney's fees incurred in prosecuting this action.

GENERAL PROVISIONS

17. Parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree entered therein. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek 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.

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

19. Any waiver by either party of any provision of the Stipulation and Settlement Agreement, or of any right or option thereby, shall not be deemed a continuing waiver and shall not prevent such party from thereafter insisting upon the strict performance or enforcement of such provision, right or option. The failure of either party to insist in any one or more instances

upon the strict performance of any of the provisions of the Stipulation and Settlement Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such provision, and the same shall continue in full force and effect.

20. Each Party, upon request of the other party or the legal representatives of the other party, shall execute and deliver such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of the Stipulation and Settlement Agreement or Decree of Divorce, without charge therefor.

21. All rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah. Any provision which is held to be invalid or unenforceable under the laws of any state, country or other jurisdiction nevertheless shall remain in full force and effect in any state, country or jurisdiction in which such provision is valid and enforceable. Each of the rights and obligations of the parties hereunder shall be deemed independent and may be enforced irrespective of any other rights and obligations therein.

22. The Stipulation and Settlement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

23. The Stipulation and Settlement Agreement became effective the day it is signed by both parties.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Chad L. Woolley

(Permission to electronically sign via email 10/2/2026)

Chad L. Woolley

Respondent's Attorney