The Order of the Court is stated below:
Dated: October 06, 2026 12:17:43 PM **/s/** HEATHER BRERETON
District Court Judge

Stephanie Chipley, USB 15107
Bart J. Johnsen, USB 07068
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IN THE THIRD JUDICIAL DISTRICT COURT

FOR THE COUNTY OF SALT LAKE, STATE OF UTAH

In the matter of the marriage of: MARIA JULIA SANDOVAL CORTEZ and MARVIN VINCENTE PONCE GARCIA	**DECREE OF DIVORCE** Civil No. 244900926 Judge Heather Brereton Commissioner Renee Blocher

Petitioner Maria Julia Sandoval Cortez ("Julia"), having been sworn and testified, through her Declaration in Support of Grounds and Jurisdiction concerning the allegations of her Verified Petition for Divorce, and Respondent Marvin Vincente Ponce Garcia ("Marvin"), having executed a Stipulation and Settlement Agreement (the "Agreement") filed with the Court on August 21, 2026 (Dkt. 111), and the Court having been fully advised in the premises, the Court having made and entered its written Findings of Fact and Conclusions of Law and upon motion of Julia, and good cause appearing therefore, the Court now makes the following Order:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

PARTIES, JURISDICTION, AND GROUNDS

1. Julia is a bona fide resident of Salt Lake County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.

2. Jurisdiction is proper in this court pursuant to Utah Code §§ 78A-5-102, 81-4-402, 81-1 101 et seq. (the Uniform Interstate Family Support Act), and 81-11-101 et seq. (the Uniform Child Custody Jurisdiction and Enforcement Act).

3. Venue is proper in this Court pursuant to Utah Code § 81-4-402.

4. The parties were married on October 22, 2011, in Salt Lake City, Utah.

5. The parties separated on January 27, 2023.

6. During the course of the marriage the parties have experienced difficulties that cannot be reconciled, and which have prevented them from pursuing a viable marriage relationship, and therefore the parties are hereby granted a mutual Decree of Divorce severing the bonds of matrimony, pursuant to Utah Code § 81-4-405(1)(h).

DISCLOSURES REGARDING MINOR CHILD

7. The parties are the parents of one (1) minor child born during the marriage, to wit: M.E.P.S., born April 2013.

8. No other children are expected.

9. The minor child is a bona fide resident of the State of Utah and has been for at least six (6) months prior to the filing of this action; hence, Utah is the home state of the minor child.

10. The parties are unaware of any other person(s) not a party to the action who has or claims to have any custody or parent-time rights to the minor child.

11. The parties have not participated in and are unaware of any pending custody litigation concerning the parties' minor child.

12. There are no proceedings in the juvenile court of this state or any other state concerning the minor child.

CUSTODY AND PARENT-TIME

13. Legal Custody. The parties will share joint legal custody of the minor child. Given the Continuous Protective Orders in place in the criminal matter (Case No. 231901074, Third District Court), rather than meet and confer on major decisions (education, religion, and healthcare decisions), Julia will provide Marvin with notice of the decision to be made and her viewpoint on the same. In the event the parties disagree, Julia will have final decision-making authority subject to Marvin's right to seek review by the Court.

14. Physical Custody. Julia will be awarded sole physical custody of the minor child subject to Marvin's reasonable right to parent-time as follows:

a. Ramp-Up Period. The parties have agreed that Marvin's parent time will initially be at the recommendation of the minor child's therapist and will be supervised by the minor child's therapist (or by a third party recommended by the therapist), at Marvin's sole cost. The minor child is already enrolled in therapy with Aldea Healing Center with therapist Gina Toledo. The parties have agreed these visits will be limited to day visits and for the number of hours recommended by the therapist. To the extent not already provided, the minor child's therapist

will be given a history of the case sufficient to inform their recommendations regarding the minor child's needs. Holiday parent time will be at the recommendation of the therapist and will be limited to day visits.

b. Unless the minor child's therapist recommends otherwise, commencing May 1, 2027, the parties have agreed that Marvin's parent time will no longer be supervised but will remain limited to day visits. Holiday parent-time during this time will be limited to day visits, with Marvin being designated as the non-custodial parent pursuant to Utah Code § 81-9-302(12).

c. Unless the minor child's therapist recommends otherwise, commencing May 1, 2028, Marvin will be entitled to weekend parent-time every other Friday beginning at 5:00 p.m. and ending at 8:30 p.m., and on the alternating weekends, every other Saturday beginning at 8:30 a.m. and ending on Sunday at 7:00 p.m. Holiday parent-time during this time will still be limited to day visits, with Marvin being designated as the non-custodial parent. *See* Utah Code § 81-9-302(12).

d. The child's therapist will determine whether Marvin may commence regular parent-time following this ramp-up period.

e. Regular Parent Time. With approval of the child's therapist, Marvin will be entitled to regular parent-time on a rotating two-week schedule beginning May 1, 2029, or sooner if recommended by the therapist, as follows:

i. Week One: Marvin will be entitled to Thursday evenings from 5:00 p.m. to 8:30 p.m.

ii. Week Two: Marvin will be entitled to Thursday evening beginning at 5:00 p.m. and ending at 8:30 p.m., and Friday beginning at 5:00 p.m. and ending on Sunday evening at 7:00 p.m.

iii. During the summer, Marvin's weekend parent-time will commence Thursday at 5:00 p.m. and ending on Sunday at 7:00 p.m.

iv. Marvin will be entitled to overnight holiday and extended (summer) parent-time pursuant to Utah Code § 81-9-302.

f. Virtual Parent Time. So long as the minor child's therapist does not recommend against virtual parent time, each party is awarded unmonitored telephone and virtual parent-time, if the equipment is reasonably available, with the minor child during reasonable hours for a reasonable duration taking into account the minor child's schedule.

15. Each party is entitled to access the minor child's educational records, medical records, court records, and any other information or documents regarding the minor child.

16. Each parent is entitled to attend the minor child's school events and extracurricular activities; however, Marvin will ensure that he stays at least fifty (50) feet away from Julia. The parties will calendar the minor child's events on Our Family Wizard.

17. Each party is entitled to make day-to-day decisions regarding the welfare of the minor child while the child is in that parent's care.

18. Parent-time Exchanges. Parent-time exchanges will take place at the minor child's school when school is in session. The party commencing parent-time will be responsible for transporting the minor child. Given the Continuous Protective Orders in place against Marvin, when school is not in session, exchanges may occur at the office of the minor child's therapist, the local police station, or the parties may determine a third-party to help facilitate parent time exchanges.

19. Contact Information. Each parent will provide the other with the parent's current address, telephone number, and email address within 24 hours of any change.

20. Communication. All communication between the parties regarding the minor child will be in writing (*e.g.*, text or email), consistent with the existing Continuous Protective Orders (Case No. 231901074, Third District Court) limiting Marvin's contact with Julia to matters concerning parent-time. The parties have acknowledged that the parenting app Our Family Wizard (OFW) qualifies as a form of emailing and agree that the parties will use the OFW app for communication and submitting reimbursements for the minor child's expenses. Each party is responsible for paying their own subscription fees.

21. Out-of-State Travel/Vacation. In the event Marvin desires to take the minor child out of the State of Utah overnight, he will inform Julia at least thirty (30) days in advance if possible and provide her with the travel itinerary (travel dates, destinations, places where the child or traveling parent can be reached, and the name and telephone of an available third person who would be knowledgeable of the child's location) and make arrangements for the maintaining of reasonable contact with Julia during the trip. Due to the various protective orders entered in favor of Julia and other third parties in the criminal matter, Case No. 231901074, in the Third District

Court, State of Utah, Julia's travel information will be limited solely to the dates of travel and the name/telephone numbers of an available third party who would be knowledgeable of the child's location. She will not be required to provide destinations or places to Marvin.

22. Relocation. In the event either party moves 150 miles or more from the other parent, the relocation provisions of Utah Code § 81-9-209 will apply.

CHILD SUPPORT AND PROPERTY EQUALIZATION OFFSET

23. Child support will be calculated and awarded to Julia using a Sole Custody Child Support Worksheet pursuant to Utah Code § 81-6-101 *et seq.*

24. For purposes of calculating child support, the parties stipulate that Marvin's monthly gross income will be imputed at $8,000.00 and Julia's monthly gross income will be imputed at $2,900.00. Pursuant to the Utah Child Support Guidelines and the attached Child Support Worksheet, Marvin's monthly base child support obligation is $795.00.

25. As part of the parties' overall property settlement, Julia will receive the Marital Home/mobile home, valued at $99,000.00, and Marvin will receive the parties' property located in Honduras, which the parties have agreed to value at $8,372.00 for purposes of this settlement and property equalization. After consideration of the parties' other known assets reflected on the property equalization worksheet, Julia would otherwise owe Marvin a property equalization payment of $45,315.00.

26. In lieu of Julia paying Marvin the $45,315.00 property equalization payment and Marvin thereafter making monthly child support payments to Julia, the parties have agreed that Marvin's monthly child support obligation of $795.00 will be paid and satisfied by a corresponding $795.00 monthly credit against the $45,315.00 property equalization amount owed to Marvin.

27. Beginning September 1, 2026, and continuing for 57 months through May 31, 2031, the $795.00 monthly child support obligation will be deemed timely paid and satisfied each month through the corresponding reduction of Marvin's property equalization credit. The anticipated total child support satisfied through this offset is $45,315.00.

28. The parties have expressly acknowledged that this arrangement is **not a waiver of child support**. Rather, it constitutes an agreed method for payment and satisfaction of Marvin's child support obligation through the property equalization otherwise payable to him. The parties intend that each monthly $795.00 obligation be treated as paid when the corresponding $795.00 property credit is applied.

29. The parties have further acknowledged that the minor child was born April 14, 2013, and that the foregoing calculation anticipates the child graduating from high school during the child's normal and expected year of graduation in approximately May 2031. To the extent the child support obligation terminates earlier or continues beyond May 31, 2031 by operation of Utah law or further order of the Court, the parties' respective child support and property equalization obligations will be adjusted accordingly as required by law.

30. Extracurricular Activities. The parties will pay equally for the minor child's extracurricular activities so long as the activity is agreed upon in writing (text or email) by both parties before the child is enrolled in the activity. The minor child is presently enrolled in soccer and will be permitted to remain enrolled in soccer without needing prior agreement of the parties. The parties will equally share all costs associated with soccer. The party incurring the extracurricular activity costs will submit to the other party verification of the incurred expense (via text or email, including Our Family Wizard), such as a receipt or an invoice, within thirty

(30) days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

31. School Expenses. The parties will equally pay for the cost of school registration, book and yearbook fees, labs fees, field trips, uniforms, class fees, and similar types of education related fees for the minor child. The party incurring the school expense will submit to the other party verification of the incurred expense (via text or email, including Our Family Wizard), such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

32. Health and Dental Insurance Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with Utah Code § 81-6-208. The parties will equally share the health insurance premiums for the minor child. The premium expense for the child will be calculated by dividing the premium amount (the numerator) by the number of persons covered under the policy (the denominator) and multiplying the result by the number of minor children in this case who are covered by such a policy (i.e., one child). The resulting number will be divided by two to account for each party's share of the costs associated with the child's portion of the overall insurance premiums.

33. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Marvin will be primary coverage for the dependent child and the health, hospital, or dental insurance plan and Julia will be secondary coverage for the dependent child. If a parent remarries and his or her

dependent child are not covered by that parent's health, hospital, or dental insurance plan but are covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

34. The parties will equally share the cost of all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties. The parties will first use in-network providers to the extent they are available.

35. The parent who is maintaining health care/insurance coverage will provide verification of coverage to the other parent and/or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year. The parent carrying insurance coverage will notify the other parent and/or the Office of Recovery Services of any change of healthcare/insurance coverage, the cost of the premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

36. In the event that both parties carry insurance, each party will be responsible for their own premiums.

37. Pursuant to Utah Code § 15-4-6.7, the parties may elect that medical/dental and school expenses be created in separate accounts by medical/dental provider or school.

38. Childcare. Given the minor child's age, the parties do not anticipate needing childcare.

ALIMONY

39. Both parties are capable of fully supporting themselves without the need of support from the other party. They each therefore waive any claim for spousal support, past, present or future.

INCOME TAXES

40. To the extent they are not already doing so, the parties will file separate income tax returns beginning with the 2026 tax year.

41. Julia is entitled to claim the minor child for any and all tax purposes.

PROPERTY

42. Marital Home/Mobile Home. During the marriage, the parties acquired a mobile home located at 1089 West Yarrow Lane (the "Marital Home"). There is no mortgage associated with the Marital Home. The Marital Home is valued at approximately $99,000.00. Based on the child support provisions set forth above, Julia is awarded the Marital Home free and clear of any claim by Marvin and will assume full responsibility for the insurance, taxes, utilities, and land rental.

43. Honduras Property. During the marriage, the parties acquired land located at Triuno De La Cruz, Tegucigalpa, Honduras (the "Honduras Property"). The Honduras Property is valued at approximately $8,372. Marvin is awarded the Honduras Property free and clear of any claim by Julia and will assume any mortgage, insurance, taxes, utilities, or other costs associated therewith. The parties have acknowledged the value of the Honduras Property is only an estimate. If the value of the Honduras Property is different than the estimate set forth herein, it will not affect the terms of the parties Agreement. Julia's daughter, Laura Costa (formerly, Sandoval), is on the title of the Honduras Property. Julia will ensure that Laura signs a quitclaim deed to transfer her interest to Marvin so that he owns the Honduras Property in full.

44. Personal Property. Each party is awarded his or her clothing, memorabilia, and personal effects.

45. Each party is awarded as his or her separate property any property acquired by gift, devise or inheritance, or as a gift from the other party during the marriage.

46. Marvin's personal belongings and effects (clothing, tools, documents) have been stored at the Marital Home since January 2023. Given the Continuous Protective Orders in effect, Marvin will arrange for a third party to pick up his clothes, tools, memorabilia, and other personal effects within fourteen (14) days of the date of the parties' Agreement (*i.e.*, September 4, 2026). If Marvin does not timely comply with this provision, Julia is entitled to donate or otherwise dispose of Marvin's belongings.

47. Any furniture or other furnishings from the Marital Home that Marvin wishes to be awarded will be identified prior to the September 4, 2026 deadline and, assuming there is no disagreement between the parties, will be retrieved by the September 4, 2026 deadline. If the parties have a disagreement over who should be awarded certain furniture or furnishings, they will work through counsel to resolve the issue.

48. Julia is awarded the remaining furniture and furnishings from the Marital Home.

49. Julia is awarded the Subaru Crosstrek, free and clear of any claim by Marvin. Julia is solely responsible for the payment of gasoline, maintenance, registration, and repairs associated with the vehicle.

50. Bank Accounts. During the marriage, the parties acquired certain financial accounts; however, they do not presently have any joint financial accounts. The financial accounts are divided as follows:

a. Julia is awarded her US Bank account (x1612) and her US Bank account (x8539), free and clear of any claim by Marvin. These accounts exclusively contain earnings by Julia (from working) accrued post-separation and are needed to pay forthcoming medical debts. Julia is awarded any other financial accounts in her individual name.

b. Marvin is awarded any financial accounts in his individual name.

51. The parties are not aware of any other financial accounts acquired during the marriage.

52. Life Insurance. Marvin is awarded his life insurance policy with Primerica.

53. Retirement/Stock/Investment Accounts. The parties did not acquire any retirement, stock, or investment accounts during the marriage.

DEBTS

54. Each party is solely responsible for their own respective debts incurred individually or in their own name, and will indemnify and hold the other party harmless therefrom. Each party is required to notify respective creditors or obligees regarding the Court's division of debts, obligations or liabilities, and the parties' separate, current addresses. If either party is an authorized user on the other party's credit card accounts(s), they will remove the other party as a user no later than September 1, 2026.

RESTRAINING ORDERS

55. Criminal Protective Orders. In Case No. 231901074, in the Third District Court, State of Utah, the Court entered multiple Continuous Protective Orders against Marvin, which prevent him from contacting Julia except to "arrange visits with the children" by text or email. Among other things, Marvin is also prohibited from engaging in domestic violence or abuse and must

stay away from Julia's residence, school, and workplace. Marvin will abide by these Continuous Protective Orders for so long as they remain in effect. It is the parties' understanding that these Continuous Protective Orders do not expire.

56. Additional Restraints. Each party is restrained from discussing Marvin's criminal matter to or in the presence of the minor child. Each party is restrained from inducing or allowing a third party (including relatives) to do what they themselves are prohibited from doing under this paragraph and will have the affirmative duty to use their best efforts to prevent third parties from such violations or will remove the child from such circumstances if the child is present.

57. Each party is restrained from (a) disparaging one another and/or allowing one another to be disparaged to the minor child or in the minor child's presence, (b) attempting to affect, influence, or otherwise manipulate the minor child's perception of or relationship with the other parent, and (c) discussing with, or in the presence of, the minor child the allegations, circumstances, and/or facts at issue in this divorce proceeding or any other issues giving rise to or otherwise underlying the parents' divorce.

58. Each party is restrained from directly or indirectly using the minor child as a means of communicating with each other or otherwise place the child "in the middle" regarding issues that arise under or relate in any way to the child or the parents' divorce.

59. Each party is restrained and enjoined from harassing, annoying, or otherwise bothering the other party or their family members.

60. Each party is restrained and enjoined from committing, trying to commit, or threatening to commit any form of violence against the other. This includes stalking, threatening, physically hurting or causing any other form of abuse.

61. Each party is restrained and enjoined from accessing electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts; or from interfering with the other party's telephone, utilities, insurance, email, social media, or other services.

62. Each party is restrained and enjoined from charging, incurring, or causing to be incurred any liability or obligation based on the credit or name of the other. Also, to the extent that either party's name is on any existing account(s) utilized by either party, the party awarded the account or responsibility for the payment of the debt or obligation on the account will have the other party's name removed from the account as soon as practicable, or the account will be closed, to include utility accounts and credit card accounts.

63. Each party is permanently restrained from inducing or allowing a third party (including relatives) to do what they themselves are prohibited from doing under the paragraphs listed above and will have the affirmative duty to use their best efforts to prevent third parties from such violations or will remove the child from such circumstances if the child is present. If a third party violates any of the Mutual Restraining Orders set forth herein, including insulting, demeaning, or disparaging either parent, the third party will be required to immediately leave the premises.

MAIDEN NAME

64. Julia will be immediately restored to use of her former name, Maria Julia Sandoval, should she so choose.

MISCELLANEOUS

65. Unless otherwise provided by law, references to statutes or other applicable laws in this stipulation are to the statutes and laws in effect on the date of the execution of the parties' Agreement. If the parties execute the Agreement on different dates, then the earliest date will govern for statutory application and interpretation.

66. The parties represent that prior to the execution of their Agreement, they have each reviewed the Agreement and understand its terms, and if they so elect, to discuss its terms with counsel of their choice, and that the same represents a fair and equitable resolution of this matter.

67. In the event of a dispute between the parties as to any matter arising out of or related to the Agreement or this Divorce Decree, the parties have agreed that they will first attempt to resolve the matter in good faith between them, and if they are unable to do so, they will participate in mediation with a mutually acceptable mediator before either party may initiate court action. The parties will equally share the mediator's fees.

ATTORNEY FEES

68. Each party is solely responsible for their own attorney fees and costs of court incurred in connection with this proceeding. The mediator's fees have been shared equally.

COMPLIANCE WITH FINAL DECREE OF DIVORCE

69. Both parties are required to sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the Decree of Divorce to be entered by the Court in this matter. Should a party fail to execute or deliver any document within sixty (60) days of the date of entry of the Decree of Divorce, the other party may bring a Motion to Enforce Order and for Sanctions at the expense of the disobedient party, including reasonable attorney fees, and move the Court to order the disobedient party to execute or deliver

the documents personally or designate some other person to execute the documents under Utah R. Civ. P. 70.

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 of this Order.

APPROVED AS TO FORM:

PROSPERA LEGAL

_____

Carolyn Pence
Attorneys for Marvin Vincente Ponce Garcia

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing proposed **DECREE OF DIVORCE** will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED August 28, 2026.

PARSONS BEHLE & LATIMER

/s/ Stephanie Chipley
Stephanie Chipley
Attorneys for Maria Julia Sandoval Cortez

CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the State of Utah that, on August 28, 2026, she caused to be served a copy of the foregoing upon the following person(s) via Email only:

Carolyn Pence
cpence@prosperalegal.com

DATED this 10th day of September, 2026.

/s/ Stephanie Chipley
Stephanie Chipley