The Order of the Court is stated below:
Dated: October 09, 2026 07:12:11 AM **/s/** L DOUGLAS HOGAN
District Court Judge

AMY L LIVINGSTON (11068)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
amy.l@brownfamilylaw.com

Petitioner Attorney

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

IN THE MATTER OF THE MARRIAGE OF TARA DAWN FRESQUEZ, Petitioner, & ALEXANDER URTAZA, Respondent.	**DECREE OF DIVORCE** Case No. 264300251 Judge L. Douglas Hogan Commissioner Renee L Blocher

Petitioner, Tara Dawn Fresquez (“Tara”), through her attorney, Amy L Livingston, and Respondent, Alexander Urtaza (“Alex”), through his attorney, Dillon J Petrovich stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, Connor J Fackrell, on 21st day of September, 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

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.

2. Residency. The Petitioner is a bona fide resident of Tooele County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Marriage Statistics. The parties were married on August 29, 2020, in Tooele County, Utah, United States and are presently married.

4. Grounds. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

5. Children. The following are minor children of the parties.

Name	Date of Birth
C. T. U.	April 2021

PARENTING PLAN

6. Custody/Parent time. The Parties are awarded joint custody of their minor child with Tara being designated as the primary and residential parent. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Tara	Tara	Alex	Alex	Tara	Tara	Tara
Week 2	Tara	Tara	Tara	Alex	Alex	Alex	Alex

a. Alex's alternating weekend parent time shall begin Thursday after school, or at 9:00 a.m. if school is not in session, and continue until Monday morning, with Alex dropping the child off at school, or at 9:00 a.m. if school is not in session.

b. During weeks when Alex does not exercise weekend parent time, Alex shall have parent time beginning Wednesday after school, or at 9:00 a.m. if school is not in session, and continuing until Friday morning, with Alex dropping the child off at school, or at 9:00 a.m. if school is not in session.

c. Each party will receive two-uninterrupted weeks in the summer-time.

7. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. Alex shall have first choice of extended time in odd numbered years and Tara shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

8. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Annotated §81-9-303 as follows:

Even Years	**Odd Years**	**Holiday and Time**
Tara	Father	**Martin Luther King Jr. Holiday** after school on the Friday before holiday to Tuesday morning with the exchange at school
Alex	Tara	**President's Day** after school on the Friday before holiday to Tuesday morning with the exchange at school
Tara	Alex	**Spring Break** after school on the day school lets out to the day school resumes with the exchange at school

Alex	Tara	**Memorial Day** after school on the Friday before holiday to Tuesday morning with the exchange at school
Alex	Tara	**Juneteenth**: (1) Holiday begins at: (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 (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Tara	Alex	**July 4th** 9 a.m. the day before holiday to the day after at 6 p.m.
Alex	Tara	**July 24th** 9 a.m. the day before holiday to the day after at 6 p.m.
Tara	Alex	**Labor Day** after school on the Friday before holiday to Tuesday morning with the exchange at school
Tara	Alex	**Fall Break** after school on the day school lets out to the day school resumes with the exchange at school
Alex	Tara	**Halloween** after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Alex	Tara	**Thanksgiving** after school on the day school lets out to the day school resumes with the exchange at school
Tara	Alex	**First Half of Winter Break** beginning after school the day school lets out until December 27 at 7 p.m.
Alex	Tara	**Second Half of Winter Break**, beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Tara	Alex	The **day after child's birthday** from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Alex	Tara	**Child's actual birthday** from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Alex	Alex	**Father's Day** the day before the holiday at 6 p.m. to the day after at 9 a.m.
Tara	Tara	**Mother's Day** the day before the holiday at 6 p.m. to the day after with the exchange at school

9. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In regards to medical decisions, if the parties cannot agree, they shall follow the recommendations of the relevant medical professionals. For other major decisions concerning the child, if the parties are unable to mutually agree,

they shall first seek the advice of an appropriate expert in the relevant field. If they are still unable to reach an agreement, the parties shall participate in mediation before seeking court intervention. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment, and the parent who has the parent time shall attend the appointment. If it is emergency care, both parents shall be able to attend the care.

b. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

c. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing through Our Family Wizard. The parents shall not talk to the child about any change in parent-time prior to a written agreement between the parties of the change.

10. Relocation. If either party moves more than 15 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.

11. Our Family Wizard. The parties will utilize Our Family Wizard to communicate and calendar and exchange receipts. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their child to deliver messages. The parties will use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Our Family Wizard by October 1, 2026. The parties shall respond within 48 hours of any communication. The parties will exchange receipts, calendar, and communicate through Our Family Wizard. The parties will not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the child. The parties shall abide by the recommendations of the tone meter.

12. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

13. Travel.

a. When the child travels with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

i. An itinerary of travel dates;

ii. Destination;

iii. Places where the child or traveling parent can be reached;

iv. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.

b. Both parties shall have unfettered access to the child's passport and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

14. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

15. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

16. Special Events. Special consideration shall be given to trade time, so the child would be available to attend family functions, funerals, weddings, family reunions, important ceremonies, and other significant events in the life of either parent which may inadvertently conflict with the parent-time schedule.

17. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent.

Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child are with the other parent and from allowing any other person to do so.

c. The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.

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

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to

use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

18. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

19. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

20. 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 child 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. A party who incurs an expense for a child'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. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Our Family Wizard Calendar within 24 hours of receiving the calendar or any change.

21. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. 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.

22. Transportation for the Child. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

23. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is

aware of the identity of the individual, and the receiving parent will be with the children by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq*. Mother's gross monthly income is $9,823 per month. Father's gross monthly income is $10,109 per month. Mother has 209 overnights and Father has 156 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation should be $377.00 per month. Child support shall commence October 1, 2026. 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 month.

25. Medical/Dental 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 U.C.A. §81-6-208. Alex 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 child 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 will 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 should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. 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 Alex shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Tara shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent child 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 child.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

26. Childcare Expenses. The parties shall each pay their own respective childcare costs on their own time. The parent with the overnight shall be responsible for the childcare that day unless otherwise mutually agreed upon writing.

27. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. The parties will alternate the dependency exemption/tax credit for the minor child. Tara will be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, and Alex will claim the minor child as a dependency exemption/tax credit for odd-numbered tax years.

b. Alex is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

28. Taxes. The parties will file separate tax returns for 2026.

29. Real Property.

a. The marital property located at 4554 England Estates Road, Erda, UT will be awarded to Tara with all debts and liabilities commencing on October 1, 2026. Tara shall hold the other party harmless on all debts and liabilities associated with the home. Tara will get the utilities solely in her name by October 1, 2026. Tara will refinance the home on or before March 20, 2027. Due to the financial considerations herein, upon the refinance, Tara shall pay Alex $50,000. In the event that the refinance does not occur, the parties shall immediately put the home for sale with a mutually agreed upon Real Estate Agent. Tara shall give Alex three names for Real Estate Agents and Alex shall choose one within 14 days of receipt. The parties shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the parties will split the net equity. The proceeds of the home shall be distributed as follows:

i. First, the parties shall pay the cost of sale;

ii. Second, the mortgage shall be paid;

iii. Third, Tara shall receive $10,000 for her premarital portion;

iv. Thereafter, the remaining equity is divided equally between the parties.

b. Sale Within 18 Months of Refinance. If Tara refinances the home and retains sole ownership, and thereafter sells the home within 18 months of the refinance closing date, Alex shall be entitled to 50% of the difference, if any, between (a) the net sale proceeds (gross sale price, less costs of sale and any

mortgage payoff at time of sale) and (b) the fixed value used to calculate Alex's buyout under the refinance provision. Tara shall provide Alex written notice within 10 days of listing the home for sale during this period.

c. Alex shall move out of the property no later than October 20, 2026.

30. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

Item Description:	*Awarded to:*
Truck	Alex
BMW	Tara
Polaris Ranger	Alex
Weekend Warrior Trailer	Alex
Arizona Box Trailer	Alex
Honda CRF 110	Alex
Lawn Mower, Trimmer and Other Lawn and Garden Tools	Tara
Mechanic tools	Alex
New Bed	Alex
Fishing and Hunting Equipment	Alex

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

31. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	*Obligation of:*
Credit Card ending in 1188	Tara
Credit Card ending in 5783	Alex
Kohls Credit Card ending in 4570	Tara

Other Debt in Tara's Name	Tara
Other Debt in Alex's Name	Alex

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. 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. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should 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.

c. 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.

32. Checking And Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. The joint accounts shall be divided equally closed within 14 days of the stipulation.

33. Retirement Accounts.

a. Due to the financial considerations herein, Alex shall be awarded a sum certain amount of $37,500 from Tara's retirement account as of the date of the

Decree of Divorce. The remainder shall be awarded to Tara. The parties shall use Fackrell & McLean to prepare any QDRO or other documentation necessary to effectuate the division, with each party paying one-half of the associated cost. Alex's award shall be a fixed sum of $37,500 and shall not be adjusted for gains or losses. The parties shall cooperate in providing any information, signatures, or documentation reasonably necessary to complete the division and shall comply with the reasonable requirements of the plan administrator.

b. Alex is awarded his 401(k) and pension accounts.

34. Name. Tara Dawn Urtaza will have the option of restoring her name to Tara Dawn Fresquez.

35. Alimony. Neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

36. Property Settlement. Due to the financial considerations herein, Tara shall pay Alex a property settlement of $166.66 per month for 12 months. Each payment shall be due on or before the 10th day of each month, beginning the first full month following entry of the Decree of Divorce, for a total property settlement of $2,000.

37. Pending Motions. Any pending motions, petitions, requests for relief, or other matters currently before the Court shall be withdrawn or deemed moot upon entry of the Decree of Divorce. Each party shall take any steps reasonably necessary to effectuate such withdrawal or dismissal.

38. Deeds and Titles. 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.

39. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

40. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

41. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

42. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

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

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

APPROVED AS TO FORM:

/s/ Dillon J Petrovich
Dillon J. Petrovich
Respondent's Attorney

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 22 September 2026.

BROWN FAMILY LAW, LLC

/s/ Amy L Livingston

Amy L Livingston
Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on 22 September, 2026 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Dillon J Petrovich
dpetrovich@cordelllaw.com
Respondent's Attorney

/s/ Amy Livingston