The Order of the Court is stated below:
Dated: November 08, 2026 09:39:56 PM **/s/** CORAL SANCHEZ
District Court Judge

JUSTIN D. HEIDEMAN (USB #8897)
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In THE THIRD JUDICIAL DISTRICT COURT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

450 South State Street, Salt Lake City, UT 84114

In the Matter of the Marriage of ABLE ANTONIO ORTEGA, Petitioner, v. NICOLE MARIE ORTEGA., Respondent.		**DECREEE OF DIVORCE** Case No. 244901149 Commissioner: BLOMQUIST Judge: Hon. SANCHEZ

In the above-captioned matter, the parties having reached an agreement and having entered a MEMORANDIUM OF UNDERSTANDING; and, the Petitioner having sworn and testifying in his own behalf and the Court having reviewed and approved the terms and the file herein and the pleadings contained therein, and heretofore made and entered its Findings of Facts and Conclusions of Law, and based thereon, the Court, being fully advised in the premises, enters the following as the Court's Order and Decree of Divorce:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

JURISDICTION, VENUE AND GROUNDS

1. Petitioner and Respondent currently reside in Salt Lake County, State of Utah. Both parties are citizens of the United States of America and are actual and bona fide resident of the State of Utah and have been for more than three (3) months immediately prior to the commencement of this action.

2. The Petitioner and Respondent held a marriage ceremony and were married on July 16, 2016, in Salt Lake City, UT and subsequently separated earlier in 2024.

3. During the course of the marriage, there have arisen differences in the party's lifestyles, beliefs and attitudes toward each other such that they have been unable to reconcile those beliefs and attitudes so as to remain living together as husband and wife. As a result of the foregoing irreconcilable differences, as well as other reasons, the marriage is irretrievably broken, making it impossible for the marriage to continue and the Court should therefore grant the parties a Decree of Divorce dissolving the bonds of matrimony heretofore existing between the parties, the same to become final upon entry.

PROVISIONS RELATING TO THE MINOR CHILDREN AND THE UNIFORM CHILD CUSTODY JURISDICTION ACT

4. Petitioner and Respondent have NO minor children born as issue of the parties' relationship and this marriage and none are expected.

PROVISIONS RELATING TO MEDICAL INSURANCE AND LIFE INSURANCE

5. Each party shall be responsible for acquiring their own medical insurance policy and shall be responsible for their own health/medical insurance premiums and medical costs.

6. It is understood that the parties currently do not have a policy of life insurance.

7. Notwithstanding, the parties shall be awarded the life insurance policies and cash value associated therewith, if any, which are in their own respective name.

PROVISIONS RELATING TO TAXES & TAX EXEMPTIONS

8. To the extent that the parties currently have or are later determined to have any additional tax liabilities which were accrued during the course of the parties' marriage, the Petitioner should assume such tax liabilities (currently at least $40,000.00) and should indemnify the Respondent and hold the Respondent completely harmless therefrom.

9. For 2026 and every year thereafter, the parties should file separately and assume responsibility for their own respective tax liabilities and all resulting tax refunds, indemnifying and holding harmless the other party therefrom.

PROVISIONS RELATING TO REAL PROPERTY

10. During their marriage the parties' marriage, the parties have not acquired an ownership interest in certain real property that is to be divided.

11. Unless otherwise provided herein, to the extent that either party has any rental or lease agreements or any other real estate contracts on any other real property, he/she shall be solely responsible for such obligations and shall hold the party completely harmless therefrom.

PROVISIONS RELATING TO VEHICLES AND PERSONAL PROPERTY

12. The parties have accumulated certain vehicles and personal property during the course of their marriage and except as set forth below, said personal property has been divided as the parties have agreed and each party should keep that personal property currently in their respective possession.

13. Except as otherwise provided herein, the following vehicles and items of personal property should be granted to the Respondent, as her sole and separate property, along with all debts and liabilities associated therewith, indemnifying, and holding harmless the Petitioner therefrom:

- All items of premarital property, inheritance and personal items (including jewelry) belonging to the Respondent.

14. The following vehicles and items of personal property should be granted to the Petitioner, as his sole and separate property, along with all debts and liabilities associated therewith, indemnifying and holding harmless the Respondent therefrom:

- 2019 Toyota Tacoma,
  - Petitioner will either put the truck up for sale or refinance the Toyota Tacoma within 30 days of AUG 4, 2026, to remove Respondent's name from the loan(s). Should there be a deficient balance at the time of the sale of the vehicle, Petitioner will be solely responsible for that amount. Further, Petitioner shall ensure the vehicle is insured, at his expense, until sold or refinanced out of Respondent's name. Respondent will be indemnified and held harmless of or from any deficiency or obligation, financial or otherwise, on the truck.
- All other items of premarital property, inheritance and personal items (including jewelry) belonging to the Petitioner.

15. The following items should be divided as follows:

- Family pictures and photographs should be split between the parties, with each party being afforded the right to make copies of those photographs which the other party receives at the requesting party's own expense.

16. Petitioner will return Respondent's son's cologne and she Respondent will return Petitioner's father's gun.

- Petitioner's mother will reach out to Respondent AUG 20, 2026 to make arrangements to receive the personal property items. Furthermore, should either party come across the other's personal property items, they will include in this exchange.

17. Where relevant, if needed, the parties should cooperate in immediately changing title over to the new owner of the above-stated personal property and each party shall be responsible to insure their own respective vehicle.

PROVISIONS RELATING DEBTS, OBLIGATIONS AND LIABILITIES

18. During the course of the parties' marriage, the parties have acquired certain debts and obligations, including credit card debt. Unless otherwise indicated herein, any and all debts, obligations and/or liabilities incurred or accrued by the parties shall be the responsibility of the party incurring the debt and in whose name the debt is in, with the other party being fully indemnified against and held harmless therefrom.

19. Unless otherwise indicated herein, each party should assume responsibility for ALL credit card debt which is in their respective name, with the other party being fully indemnified against and held harmless therefrom.

20. Should a debt be in both parties' names, the Petitioner shall assume and pay such debt, with the Respondent being fully indemnified against and held harmless therefrom.

21. In the event of a declaration of bankruptcy by either party then, in that event, the other party shall remain personally liable to the non-filing party for any and all other expenses incurred by the non-filing party in connection with the defense of any suit instituted by a creditor or in connection with the payment of any monies to said creditor for which the filing party was ordered to pay.

22. Within a reasonable time after the entry of a Decree of Divorce, if not already done, the parties shall close any joint accounts, if any, which they may have together and shall cooperate in removing the non-obligated party from the account.

23. Pursuant to U.C.A. §15-4-6.5 the parties shall provide to their appropriate creditors notice pursuant to said statute by service of a copy of the Decree of Divorce that the parties are divorced and further advise said creditors of their separate and current address to take advantage of said statute that no report of the debtor's repayment practices or credit history may be made regarding the joint obligation after the creditors have notice of the Court's order unless the creditor has made a demand on the debtor for payment because of failure to make payments by the other debtor who is ordered by the Court to make the payments.

24. The parties shall inform any creditors (of a joint obligation) of the allocation of responsibility for payment herein and to keep any such creditors informed of their current addresses for purposes of notification.

PROVISIONS RELATING TO RETIREMENT ACCOUNTS, INVESTMENTS, CASH ACCOUNTS AND BUSINESS INTEREST

25. The Petitioner has a retirement plan, and Respondent shall receive the entirety of Petitioner's retirement, but not less than $6,500, (appx. balance as of August 4, 2026), and Petitioner will make no withdrawals or in any way encumber said retirement. Should there be a cost to transfer the retirement funds to Respondent and/or preparation of a QDRO, if necessary, Petitioner shall be responsible for such, including costs and preparation.

26. Except as otherwise provided herein, to the extent that the parties have acquired certain funds during the course of their marriage and have deposited some of those funds in the parties' joint accounts (in both parties' names) such monies should be split equally between the parties, with each party retaining their portion as their sole and separate property.

27. Petitioner should be responsible for any and all business liabilities, obligations and debts associated with the trucking business and business interests and should completely indemnify and hold the Respondent harmless therefrom.

28. To the extent that either party has any stocks, bonds or other investments or business interests, unless otherwise provided herein, each party should be awarded all such interests and the value therein within his/her respective name and should be awarded the same as his/her sole and separate property. Concurrently, each party should be responsible for any and all business liabilities, obligations and debts associated with their respective business interests and should completely indemnify and hold the other party harmless therefrom.

PROVISIONS RELATING TO ALIMONY

29. Taking into consideration the financial condition and needs of the parties, the parties' earning capacity (Petitioner's earning capacity is currently temporarily restricted) and ability to

produce income, the property division and debt allocation contemplated herein, the parties' ability to provide spousal support, the length of the parties' marriage and other considerations, it is fair and reasonable that Petitioner be ordered to pay Respondent alimony or spousal support

30. Petitioner shall have a monthly obligation of spousal support in the amount of $650.00 beginning August 2026. The same shall be paid in two payments of $325, biweekly (beginning August 2026) of each month, for a duration of 15 years.

31. This spousal support shall **never decrease** and is non-terminable, unless upon death. However, should Petitioner's monthly or annual income increase, Respondent may modify this alimony award to increase the alimony payments for the duration of Petitioner's alimony obligation to Respondent.

32. Respondent should be forever discharged of any future alimony obligation to the Petitioner.

PROVISIONS RELATING TO RESTRAINT

33. Each party should be permanently restrained from attempting, committing and/or threatening any abusive behavior and/or actions, including but not limited to physical violence or physical threats of violence, directed toward the children, either party or either party's respective families or friends.

34. Both the Respondent and the Petitioner should be mutually restrained from harassing the other party. Unless consented to otherwise by the parties in writing, communications and contact between the parties should be limited to that which is necessary to effectuate the provisions of

the parties' final Decree of Divorce. Such communications should take place at reasonable times in reasonable locations.

35. The parties should be mutually restrained from entering the home, workplace, vehicles, or premises of the other party without first obtaining the consent of the other party.

36. Both parties should be restrained and enjoined and refrain from incurring any debts, obligations, or liabilities on the other party's credit or do anything for which the other party may be legally liable, without written consent.

ATTORNEY'S FEES AND COSTS

37. It is fair and reasonable that the parties pay their own cost and attorney's fees in this matter. However, in the event that the Petitioner breaches this Decree, or the relief granted herein, Petitioner should be responsible to pay Respondent's costs and attorney's fees incurred in enforcing this Decree of Divorce and in pursuing the relief sought in this matter.

PROVISIONS RELATING TO DISCLOSURE

38. In contemplation of divorce, the parties should fully disclose all material facts regarding the assets and liabilities of the parties or the relationship. If it is later determined that assets have not been allocated between the parties expressly in the Decree of Divorce contemplated herein, for whatever reason, including the failure of either party to disclose those assets or liabilities then, in that event, the distribution and allocation of those undisclosed or unallocated assets and liabilities may be addressed by either party pursuant to a Petition to Modify the Decree. It should not be necessary that any claim, right or assertion that the distribution and allocation of non-disclosed or unallocated assets be pursued by an independent action. In the event of a

Petition to Modify, contemplated herein, the moving party's standard of proof should be a preponderance of evidence and should not be limited to the establishing or proof of fraud by the other party.

OTHER

39. **Advice of Counsel**: The Memorandum of Understanding (MOU) resulting from the parties' AUG 4, 2026 mediation and this resulting Decree of Divorce are the result of a deliberative mediation process between the above parties and represent the parties' understanding of the agreement(s) reached during mediation. Both parties have either had the advice of legal counsel in consenting to the terms contained herein or have voluntarily waived the same, being fully informed that this is a legally binding document.

40. **Phone Number and Phone Plans**: Each party should be awarded their respective cellular phone(s) and phone number(s) free and clear of any claim by the other party. Concurrently, each party should be responsible for any and all liabilities, obligations and debts associated with their respective phone(s) and/or phone number(s) and should completely indemnify and hold the other party harmless therefrom.

41. **Name Change**: Though Respondent currently goes by the surname of "ORTEGA", if she so chooses, the Respondent shall be restored to the surname "POWELL".

42. **Mediation**: If a dispute arises as to the contents herein and the parties are unable to resolve the dispute between themselves, then the parties should mutually select a mediator with each party bearing one-half (½) of the mediator's fees.

43. **Execute Documents**: Each party should be ordered to execute and deliver to the other party without cost, any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

44. **Separate Property**: All property and money received or retained by each party pursuant to this divorce shall be the separate property of such party, free and clear of any right, interest or claim of the other party, and each party shall hereafter own, have and enjoy, independently of any claim or right of the other party, all items of real and personal property now or hereafter belonging to her or him, and each party shall have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectively, in all respects and for all purposes.

45. **Debt Responsibility**: Neither party shall hereafter incur any debts, obligations, or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify the other from any debts, obligations or liabilities which may exist or come into existence without the other party's knowledge or consent, or as otherwise provided herein.

46. **Military Service**: To comply with the Servicemembers Civil Relief Act, both parties swear or affirm that neither party is in the military service or on active duty in the military.

47. The Court should grant such other and further relief, as it may deem just and appropriate under the circumstances.

APPROVED AS TO FORM AND CONTENT:

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ABLE ANTONIO ORTEGA

*/s/ Able Antonio Ortega**_____
Able Antonio Ortega
Petitioner, Pro Se

* Signature as authorized by Able Ortega via email 9/10/2026.

NOTICE

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah's Rules of Civil Procedure, this Order prepared by the Petitioner shall be the Order of the Court unless you file an objection in writing to the form of the Order within seven (7) days after this order is served.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this October 16, 2026, a true and correct copy of the foregoing **Decree of Divorce** was served on the following person(s) by the following means:

Party/Attorney	**Method**
Petitioner pro se via: **Petitioner** Able Antonio Ortega Email: able71453@gmail.com	X E-Mail

Heideman & Associates
/s/Chris C. Rogers
Chris C. Rogers
Attorney for Respondent