The Order of the Court is stated below:
Dated: November 10, 2026 12:51:01 PM **/s/** ROBERT FAUST
District Court Judge

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IN THE THIRD JUDICIAL DISTRICT COURT – SALT LAKE CITY
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of: ROBERT DAVID MIRANDA, Petitioner and YESENIA ELIZABETH MIRANDA, Respondent.	**DECREE OF DIVORCE** Case No. 264901873 Judge: Robert Faust Commissioner: Michelle Blomquist

Petitioner, Robert David Miranda ("Robert" or "Petitioner"), commenced this divorce action against Respondent, Yesenia Elizabeth Miranda ("Yesenia" or "Respondent") with the filing of his *Verified Petition for Divorce* on April 9, 2026. The Court has received the parties' written *Partial Stipulation and Settlement Agreement* filed on October 9, 2026 ("the Agreement"), which resolves all pending issues between the parties, unless explicitly reserved herein. The Court, having also received Petitioner's *Declaration of Jurisdiction and Grounds* and entered *Findings of Fact and Conclusions of Law*, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS, ADJUDGES and DECREES** as follows:

PARTIES, CHILDREN, JURISDICTION, AND VENUE

1. **Marriage.** Robert and Yesenia ("the Parties") are husband and wife, having been married

in Salt Lake City, Salt Lake County, Utah on May 22, 2010.

2. **Residence.** Robert and Yesenia are *bona fide* residents of Salt Lake County, State of Utah and have been for at least 90 days before the filing of the Petition.

3. **Jurisdiction.** This Court has jurisdiction over this divorce case and the Parties, pursuant to Utah Code Ann. § 81-4-402.

4. **Venue.** Venue is proper in this court, pursuant to Utah Code Ann. § 81-4-203.

5. **Children.** The Parties are the natural parents of three (3) minor children, to wit, D.C.M., born October 24, 2010, E.E.M., born February 11, 2015, and A.E.M., born August 27, 2021. The Parties' children have lived in Utah for all of the six (6) consecutive months immediately preceding the commencement of this divorce action. Yesenia is not pregnant, and no additional children are expected to be born as issue of this marriage. Utah is the children's home state under the Uniform Child Custody Jurisdiction & Enforcement Act and the Uniform Interstate Family Support Act. Utah is the children's place of habitual residence under the Hague Convention of 25 October 1980 on the Civil Aspects of International Child Abduction. Utah has jurisdiction over child custody, parent-time, and child support issues in this case.

GROUNDS FOR DIVORCE

6. The Parties have experienced difficulties that cannot be reconciled and that have prevented them from pursuing a viable marriage relationship. The Court hereby enters this final Decree of Divorce (the "Decree") between the parties on the grounds of irreconcilable differences pursuant to Utah Code Ann. § 81-4-405(1)(h).

7. Although custody and support matters are being reserved, the Parties' divorce shall become final upon entry of this Decree.

RESERVATION OF PHYSICAL LEGAL CUSTODY AND PARENT-TIME

8. The Parties have been unable to settle any custody or parent-time matters, therefore, all custody and parent-time matters, including support obligations and the parenting plan are hereby reserved for an informal trial with the Commissioner.

ALIMONY

9. Pursuant to Utah Code Ann. § 81-4-502 and Utah case law, and based on other factors and considerations, neither party shall be awarded alimony.

REAL PROPERTY

10. During the marriage, the Parties acquired real property located at 1315 W Iola Avenue, Salt Lake City, UT 84104 (the "Marital Home").

11. As outlined in the Agreement, the Marital Home was sold for $455,000. The proceeds from the sale shall be divided as follows:

a. After the mortgage and all costs associated with the sale of the property have been paid, the marital credit card debt in the amount of approximately $40,000, as detailed below, shall be paid directly by the title company on closing.

b. The proceeds after expenses and the marital credit cards outlined herein shall be divided equally;

c. After the equal division, the title company shall pay off the loan in full for the 2022 GMC Canyon (Wells Fargo) from Yesenia's share, and the loan for the 2025 Toyota Camry (Cyprus Credit Union) shall be paid off in full from Robert's share.

12. **Yesenia shall be awarded the 2022 GMC Canyon** – The 2022 GMC Canyon, with a title outstanding to both parties, shall be awarded to Yesenia, free and clear of any claim by

Robert, subject to Yesenia assuming responsibility for any loans, insurance, taxes, and expenses associated therewith.

13. **Robert shall be awarded the 2025 Toyota Camry** – The 2025 Toyota Camry, with a title outstanding to both parties, shall be awarded to Robert, free and clear of any claim by Yesenia, subject to Robert assuming responsibility for any loans, insurance, taxes, and expenses associated therewith.

BUSINESS INTERESTS

14. Robert shall maintain his complete ownership interest in Diamond Window Cleaning LLC, free and clear of any claim by Yesenia.

PERSONAL PROPERTY

15. Any personal property not addressed in this Decree shall be divided as the Parties have already divided it. Yesenia shall make arrangements to remove any remaining personal items from the home no later than October 12, 2026 and shall return the home key to the Housing Stability office 451 South State Street room 445 Salt Lake City no later 5:00 pm on October 12, 2026.

16. Any personal property acquired prior to the marriage or after the date of separation shall be awarded as separate property to the party who acquired it.

17. *Retirement Accounts*—The Parties' retirement accounts shall be divided as follows:

a. Yesenia has $26,000 in a 401(k) as of October 8, 2026..

b. Robert has $12,000 in a 403(b) at Corebidge Financial.

c. The Parties shall split the cost of a QDRO to equalize the two retirement accounts listed in a and b, valued on the date of this Decree with any associated gains or losses. The Parties shall agree on a QDRO attorney. Yesenia shall select one attorney from the following list within 24

hours of execution of this Decree: Rori Hendrix, James Woodall, Graham Norriss. If Yesenia fails to elect a QDRO attorney from this list within 24 hours, Robert shall choose and retain the QDRO attorney. Robert shall initiate the hiring of the QDRO attorney, each party will pay one-half of the QDRO attorney's fee within 24 hours of the attorney's request to pay. Each party shall cooperate to the fullest extent possible any requests made by the QDRO attorney for information, authorizations, and signatures.

d. Robert has a URS pension which shall be divided pursuant to the *Woodward* Formula.

18. *Bank & Other Financial Accounts*— The Parties' America First Credit Union account ending in 9213 shall be closed after the line of credit is paid off from the proceeds of the sale of the house, as detailed below.

19. *Trusts & Inheritances*. Each party shall be awarded their full share of any property, assets, accounts, or monies they receive from a trust or inheritance, including any assets purchased or paid for using inherited funds.

MARITAL DEBTS, OBLIGATIONS, AND LIABILITIES

20. During the marriage, the Parties acquired certain debts, obligations, and liabilities.

21. The following debts shall be divided equally between the Parties, to be paid out of the proceeds from the sale of the marital home before dividing the equity between the parties.

a. The Amazon Chase Visa Credit Card ending in 4887 totaling approx. $1,937.49 as of May 2026 Chase Bank 270 Park Avenue New York, NY 10017;

b. The Ulta Beauty Credit Card ending in 5533 totaling approx. $874 as of May 2026 Comenity Capital Bank PO Box 650964 Dallas TX 75264;

c. The Old Navy Barclays Credit Card ending in 9218 totaling approx. $364

as of May 2026 P.O. Box 70378 Philadelphia, PA 19176;

d. The Kohl's Capital One Credit Card ending in 8722 totaling approximately $441 as of May 2026 Capital One PO Box 5011 Carol Stream, IL 60197.;

e. The Citi American Airlines Credit Card ending in 2464 totaling approx. $8130 as of May 2026 (to pay Midland Credit Management ("MCM") #338778108) 1-800-290-2187;

f. The Best Buy Credit Card ending in 1926 totaling approx. $3,941 as of May 2026 Citibank PO Box 790441 St. Louis MO 63179;

g. The Scheels Visa Credit Card ending in 6323 totaling approx. $7,423 as of May 2026 First National Bank of Omaha PO Box 2340;

h. The America First Credit Union Credit Card for the account ending in 9213 totaling approx. $11,011 as of May 2026 455 E 500 S, Salt Lake City, UT 84111

i. The America First line of credit on account ending in 9213 455 E 500 S, Salt Lake City, UT 84111; and

j. Synchrony Care Credit MCM $1,146 to pay MCM #340931802 1-800-290-2187.

22. If any other joint debts incurred during the marriage prior to the separation on April 9, 2026 exist that are not listed on this Decree, the debt shall be shared and paid equally by each party.

23. Any debt incurred after separation on April 9, 2026 that is not detailed above shall be the sole responsibility of the party who incurred the debt.

24. Any debt incurred solely in a party's name which is not specifically identified above in this Decree shall be the sole responsibility of the party named on the debt.

25. Robert shall indemnify and hold Yesenia harmless on all debts and obligations Robert is ordered to pay, and any such debts and obligations associated with any property awarded to him.

26. Yesenia shall indemnify and hold Robert harmless on all debts and obligations Yesenia is ordered to pay, and any such debts and obligations associated with any property awarded to her.

27. Both Parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

28. Pursuant to U.C.A. §§ 15-4-6.5, 81-3-105 and 81-4-406, the Parties shall provide a copy of this Decree to all joint creditors for any outstanding obligations that are included in this Decree.

ATTORNEY FEES

29. Each party shall pay their own attorney fees and costs incurred in connection with this action.

MAIDEN NAME

30. At her option, Yesenia shall be allowed to resume the use of her maiden name, Yesenia Elizabeth Garnica.

MUTUAL RESTRAINING ORDERS

31. The Parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

32. Neither party shall access electronic accounts in the other party's name, including social

media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

33. Neither party shall distribute the other party's image or personal information.

34. Neither party shall disparage, defame, insult, demean, or harm the reputation of the other or their family members—whether they are in the presence of the minor children or not—to include posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

35. Neither party shall have inappropriate communications with the personal, familial, or professional associates of the other party. Neither party shall involve friends, family members, or co-workers in the Parties' personal matters, or discuss or relitigate the divorce or the Parties' relationship issues in a public setting or with the friends, family members, or co-workers of the other party.

36. Neither party shall interfere in the personal life of the other party.

MISCELLANEOUS PROVISIONS

37. **Mediation.** Prior to the filing of any petition to change any provision of the this Decree, the Parties shall attempt to resolve the issue(s) first through mediation.

38. **Execution of Documents.** The Parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this Decree. Should a party fail to execute a document within sixty (60) days of the entry of this Decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask 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 shall have the same effect as if executed by the disobedient party.

39. **Invalidity.** If any provision of this Decree or the application thereof is held invalid, the

invalidity shall not affect other provisions or applications of this Decree.

40. **Default.** In the event that either party defaults in their obligations set forth in the Agreement or in this Decree, the defaulting party shall be liable for all reasonable expenses, including attorney fees and costs, incurred in the enforcement of those obligations.

41. **Modification and Waiver.** No modification or waiver of any of the terms of this Decree shall be valid unless in writing and signed by the Parties to this action and subsequently approved by the Court. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

42. **Final Stipulation.** The Agreement is complete and embodies all understandings and agreements between the Parties. No prior or contemporaneous oral or written agreements or matters outside of the Agreement shall have any force or effect. The Parties are satisfied that the Agreement is fair and reasonable. The Parties hereby verify that they have no unresolved issues or questions to be addressed. All issues either party wishes to raise have been settled and incorporated in the Agreement and this Decree.

43. **Complete Settlement.** With the exception of the custody and support issues which are reserved, this Decree is a complete settlement of all rights and claims either party may have presently against the other and all other written agreements are hereby superseded by this Decree.

44. **Independent Legal Advice.** The Parties respectively acknowledge that each has had the opportunity to seek independent legal advice by counsel of their own selection and has had sufficient time to become fully informed as to their legal rights and obligations; that neither is entitled to rely on the other to inform him/her of his/her legal rights; that each fully understands the facts behind this Decree; and that the terms set forth in this Decree accurately reflect his/her

understanding and agreement; and that he/she signed the Agreement knowingly, freely, and voluntarily.

45. **Construction.** Each of the parties understands, acknowledges, and agrees that each has contributed to the drafting of the Agreement, such that no ambiguity or provision hereof may be construed for or against a presumed drafter of their agreement. The Parties hereby specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule or canon of construction against a drafting party.

46. **Decree.** Subject to the Agreement, the Parties consent that this Decree shall be entered by a Utah Court, and their existing bonds of matrimony, marital contract, and any associated rights and/or obligations to each other are hereby permanently terminated, dissolved, and severed.

END OF DECREE OF DIVORCE.

********SO ORDERED*******

In accordance with U.R.Civ.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

RULE 7 NOTICE TO RESPONDENT

You are hereby notified that pursuant to Rule 7(j)(4) that you have 7 days from the date of service of this proposed Order, October 29, 2026, to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 29th day of October, 2026:

/s/ William M. Fontenot
Attorney for Petitioner

APPROVED AS TO FORM this __th day of October, 2026:

/s/
Attorney for Respondent
[Electronic signature affixed by Fontenot Law with permission from Mr. ____ provided via email.]

CERTIFICATE OF SERVICE

I HEREBY certify that on the 29th day of October, 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Christopher Stephens chris@solonlawfirm.com Trevor Casperson trevor@solonlawfirm.com Craig Bainum craig@solonlawfirm.com *Attorneys for Respondent*	( ) E-file Notification (x) E-mail ( ) U.S. Mail, Postage Prepaid ( ) Hand Delivery ( ) Facsimile Transmission

/s/ Connor Nygard
Paralegal for Fontenot Law, P.C.