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**IN THE SECOND JUDICIAL DISTRICT COURT  
WEBER COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE  
OF:

SEAN BERENDT,  
Petitioner,

and

GRETTEL CORDERO ARCE,  
Respondent.

DECREE OF DIVORCE

Case No: 254900564

Judge: Honorable Reuben J. Renstrom

Commissioner: Richards

COMES NOW the Petitioner, Sean Berendt, and Respondent, Grettel Cordero Arce, by and through their respective counsel, and represent to the Court that the following terms are fair and reasonable. The parties have negotiated a Stipulation and Property Settlement Agreement and hereby stipulate and agree as follows:

1.      Residency. Both parties were for more than three (3) months prior to filing this action actual and bona fide residents of Weber County, State of Utah.
2.      Marriage Statistics. The parties were married on September 29, 2011, in Moravia, San Jose, Costa Rica, and are presently married.
3.      Grounds. The parties are presently married and are obtaining a divorce. During the course of the marriage the parties have experienced irreconcilable differences that have made



the continuation of the marriage impossible. A Decree of Divorce is hereby granted on the basis of irreconcilable differences pursuant to Utah Code Ann. §81-4-405.

4. Jurisdiction. This Court has jurisdiction over this petition pursuant to U.C.A. § 78A-5-102 and § 81-4-402. The parties stipulate that the Court has jurisdiction over the case.

5. Children. The parties are the legal parents of the following minor children. Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration, the names and birth dates of the children are being submitted to the Court on the NONPUBLIC INFORMATION – MINORS form. The initials, birth month, and birth year of each child are:

Child's Initials	Birth Month and Year
S.A.B.C.	December 2013
A.F.B.C.	September 2017

6. UCCJEA. Pursuant to Utah Code 78B-13-101 et seq., Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor children, or Utah was the home state of the minor children six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

### **PARENTING PLAN**

7. Custody. Grettel Cordero Arce is hereby awarded sole physical custody and sole legal custody of the parties' minor children, S.A.B.C. and A.F.B.C., as the primary physical custodian. Grettel shall decide all major issues regarding the children, including education, medical, and religious issues.



8. Parent-time. Sean Berendt shall have parent time with the minor children as the parties may agree. Neither party shall prevent the other party from communicating with the minor children by telephone or other reasonable means of communication during the other party's scheduled parent time.

- a. As additional consideration for Sean retaining his 401(k) retirement account as set forth in paragraph 20 below, the parties agree that Grettel shall have sole authority to determine the children's travel outside of the United States, including travel to and from Costa Rica, without the need to obtain Sean's further written consent.

9. Mutual Restraining Order. Both parties are permanently enjoined and restrained from:

- a. Saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, or attempting to influence a child's preference regarding custody or visitation;
- b. Making visitation arrangements through the children;
- c. Harassing, annoying, or otherwise bothering the other party or the minor children, or committing any domestic violence or abuse against the other party or the minor children;
- d. Allowing third parties to act in any way that they themselves are prohibited from doing under these restraining orders; each party shall have the affirmative duty to use their best efforts to prevent third parties from such violations or shall remove the children from such circumstances;



- e. Using the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account, or obtain any service;
- f. Using the other party's name, likeness, image, identification, or photographs to post to websites or social media without the other party's express permission.

### **FINANCIAL ITEMS AND ASSET DISTRIBUTION**

10. Child Support. Sean Berendt is hereby ordered to pay to Grettel Cordero Arce the sum of \$2,000.00 per month for child support. This amount shall prohibit any future alimony claims by Grettel. Sean shall commence paying child support upon the date the marital home is sold, or upon entry of the Decree of Divorce, whichever occurs first. Child support shall terminate when the youngest child reaches eighteen (18) years of age, or until the month after the child's normal and expected date of graduation from high school, whichever occurs later. Child support shall be recalculated as each child either turns 18 or graduates from high school.

11. Medical/Dental Expenses. The parties shall follow Utah Code § 81-6-208 as to the children's health insurance premiums and medical expenses. Each parent shall contribute fifty percent (50%) of the children's health insurance premiums and any out-of-pocket medical expenses.

12. Childcare Expenses. The parties shall follow Utah Code § 81-6-209 in that the parties will share equally any work-related childcare expenses.

13. School Expenses. The parties agree to equally share all school-related costs for the minor children, including tuition, supplies, and educational activities.



14. Dependency Exemption. For federal and state income tax purposes, Sean will claim the oldest child (S.A.B.C.) as a dependency exemption each tax year, and Grettel will claim the youngest child (A.F.B.C.) each tax year. After the oldest child ages out, Grettel shall continue to claim the tax credit for the youngest child each tax year, and the parties shall not alternate tax credits and shall have no buyout option.

15. Real Property. The parties agree that the marital residence located at 602 Ridge Place Drive, Ogden, Utah 84404 shall be sold. The parties shall cooperate in listing and selling the property in a timely manner.

- a. Sean shall not be required to commence paying child support until the home is sold and the proceeds have been distributed, or upon entry of the Decree of Divorce, whichever occurs first.
- b. Sean is paying and will continue to pay the mortgage and costs including utilities on the home until the home is sold.
- c. Net proceeds from the sale of the home (after deducting the mortgage, real estate costs, all marital debts listed below, and any other liens) shall be divided equally between the parties. Grettel shall use a portion of her proceeds from the sale of the marital home to pay her attorney's fees in full, with such payment to be made directly through the parties' home sale disbursement.

16. Marital Debts. The parties agree to the following marital debts, which shall be paid in full from the net equity of the marital residence at closing before any remaining sale proceeds are divided between the parties:



<b>Marital Debt</b>	<b>Amount</b>
Home Mortgage	\$97,481
Solar Panels Loan	\$19,316
Visa Credit Card	\$19,294
2019 Dodge Grand Caravan Loan	\$7,280
Home Depot Credit	\$1,604
GreenSky (Hot Water Heater)	\$1,142
Medical Expenses Credit Card	\$1,596
<b>TOTAL MARITAL DEBT</b>	<b>\$147,713</b>

*Table 1: Marital Debts as of December 2, 2025*

- a. Any debt incurred by either party after the date of separation, March 2025, shall be the sole responsibility of the party who incurred that debt for their benefit.

17. **Personal Property and Vehicles.** Grettel Cordero Arce is awarded the 2019 Dodge Grand Caravan and shall be solely responsible for payment of any remaining loan balance associated with the vehicle from and after the date of this Decree. Upon Grettel's payoff or refinancing of said loan so that Sean is released from any liability thereon, Sean shall execute all documents necessary to transfer title to Grettel. All other personal property and household items shall be the sole property of Grettel. Each party is awarded all personal property and effects now in their individual possession or under their individual control, except as otherwise provided herein.

18. **Retirement and Pension.** Sean Berendt shall retain his LEO (Law Enforcement Officer) pension in its entirety, free and clear of any claim by Grettel, and shall retain his 401(k) retirement plan (currently estimated at \$68,987.00) in its entirety, free and clear of any claim by Grettel. No portion of Sean's 401(k) shall be divided by Qualified Domestic Relations Order or



otherwise, and no QDRO shall be required as to this account. Each party shall be awarded any retirement benefits, pension, and retirement account standing in that party's name, free and clear of any claim by the other party, with the values of such accounts disclosed as of February 2026.

19.     Alimony. The parties have agreed that Sean's child support obligation of \$2,000.00 per month as set forth herein shall constitute full and complete resolution of any alimony or spousal support. Grettel is prohibited from initiating any civil action for child support and/or alimony in Costa Rica related to the parties' marriage or the parties' children.

20.     Life Insurance. Sean shall maintain a life insurance policy in an amount sufficient to cover his child support obligations until the youngest child reaches eighteen (18) years of age, with Grettel named as the beneficiary for the benefit of the minor children.

21.     Checking and Savings Accounts. Each party shall be awarded the monies in their own separate checking and savings accounts.

22.     Name. Grettel may return to her maiden name of Arce, at her discretion.

23.     Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title, execute quit-claim deeds, or execute any other documents necessary to implement this Decree of Divorce within thirty (30) days of entry of the Decree.

24.     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 in which either party has any interest or right, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.



25. Attorney's Fees and Costs. Except as set forth herein regarding Grettel's attorney's fees being paid from the home sale proceeds, each party is hereby ordered to assume his or her own costs and attorney's fees incurred in this action.

26. Entire Agreement. This Decree of Divorce constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to such subject matter.

**\*\*END OF DOCUMENT – COURT SIGNATURE AT TOP OF PAGE\*\***

**APPROVED AS TO FORM:**

\_\_\_\_\_/s/ Chad McKay\_\_\_\_\_  
Chad McKay (USBN 5515)  
Attorney for Respondent, Grettel Cordero Arce

Date: 04/15/2026

Signed by Nathan Carroll with permission via email received 4/15/2026



**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing DECREE OF DIVORCE was filed with the Court's electronic filing system and served upon the following on April 14, 2026:

Grettel Cordero Arce  
c/o Chad McKay, Attorney for Respondent

/s/ Nathan J. Carroll  
**NATHAN J. CARROLL**  
Attorney for Petitioner