



SHARON L. PRESTON (UT #7960)
PRESTON & BRAR, LLC
Attorneys at Law
670 East 3900 South, Suite 101
Salt Lake City, UT 84107
Phone: (801) 269-9541
Fax #: (801) 210-6994
Email: sharon@prestonbrar.com

**IN THE SECOND JUDICIAL DISTRICT – OGDEN DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH**

In the Matter of the Marriage of	:	DECREE OF DIVORCE
	:	
JAQUALINE GONZALEZ	:	Case No.: 254901280
	:	
and	:	
	:	Judge: Hon. Jason Nelson
ELIAB ABISAI GONZALEZ-LOPEZ.	:	Commissioner: Hon. Brandon Richards
	:	

This matter came before the Court on Petitioner's Verified Petition, Parties' Stipulation and Settlement Agreement, and the Court having entered Findings of Fact and Conclusions of Law in this case, and being fully advised, adjudges and decrees as follows:

I. Jurisdiction, Background, and Procedural Matters

1. The Parties' marriage, which occurred on January 4, 2010, in Weber County, Utah, is dissolved, and each Party is restored to the status of a single person.
2. The Findings of Fact and Conclusions of Law are fully incorporated herein.
3. The Parties are the parents of three minor children:
 - i. E.A.G. (born July 2010),
 - ii. J.A.G. (born December 2011), and
 - iii. E.A.G. (born March 2014).

4. Irreconcilable differences have arisen, and grounds exist to dissolve the marriage.
5. The Stipulation and Settlement Agreement entered by the Parties is adopted as an enforceable order of the Court and incorporated into this Decree to the extent consistent with the terms below.

II. Custody, Parent-Time, and Parental Responsibilities

6. The Parties shall have joint legal and joint physical custody of the minor children.
7. Physical custody shall be shared equally on a two-week-on / two-week-off rotation, with exchanges every other Sunday at 6:00 p.m., unless otherwise agreed in writing.
8. If the Parties cannot agree on transportation arrangements, the parent whose parent-time is beginning shall provide transportation.
9. The Parties shall follow the Utah Code § 81-9-303 holiday and extended parent-time schedule. Petitioner is designated the custodial parent solely for interpreting that schedule. Neither Party shall exercise extended summer parent-time under subsections (6)(d) and (7–8). Any disputes about holiday or extended time shall be discussed in good faith and, if unresolved mediated before court involvement.
10. Major decisions regarding the children’s education, health care, and religious upbringing shall be made jointly after meaningful discussion.
11. If the Parties cannot reach agreement after discussion, they shall consult with appropriate professionals. If still unresolved, they shall attend mediation; if mediation fails, either Party may bring the matter before the Court.

12. Neither Party shall speak disparagingly about the other in the presence of the children or use the children as messengers.

13. Each parent shall notify the other of travel plans exceeding 72 hours, including itinerary and contact information.

14. The children shall continue attending school based on Respondent's residence while he resides within the Weber School District. If Respondent moves outside the district, school placement shall be mutually agreed upon and any dispute shall be resolved according to paragraph 11.

III. Health Insurance, Medical Expenses, and Childcare

15. Both Parties shall obtain health and dental insurance for the children if available at reasonable cost.

16. Respondent shall continue providing the children's current medical, dental, and vision insurance and shall be responsible for paying the monthly premiums.

17. The Parties shall equally share all uninsured medical, dental, and vision expenses, including surgery, orthodontics, therapy, and prescriptions. Written proof of cost and payment must be provided within 30 days, and reimbursement shall occur within 30 days thereafter. Step-parent coverage shall be treated as parental coverage. If both Parties maintain coverage, each shall pay their own premiums and the policy with the best benefits shall be primary.

18. Each Party shall be responsible for the cost of any childcare utilized during their respective parent-time. Each Party may choose their own provider, but each shall

immediately notify the other Party of the provider's name and contact information upon engagement or upon request.

IV. Extracurricular Activities and School Fees

19. The Parties shall equally share extracurricular expenses that both Parties have agreed to in writing.

20. The Party who incurs an expense shall provide written verification of cost within thirty (30) days, and the other Party shall pay their share within thirty (30) days after receiving proof.

21. The Parties shall equally share all reasonable and necessary school fees, including books, uniforms, and lunches.

V. Child Support

22. Respondent shall pay Petitioner child support in the amount of \$1,000 per month, beginning on the first day of the month following entry of the Decree of Divorce.

23. Child support shall increase to \$1,500 per month six months after entry of the Decree.

24. Child support shall be paid in two equal installments on the 5th and 20th of each month and is delinquent if unpaid the following day.

25. Either Party may establish an ORS account for collection and enforcement.

26. The total child support shall be reduced by \$200 for each child as each child reaches age 18 or graduates high school, whichever is later.

27. The Parties knowingly and voluntarily deviate from the statutory child support guidelines due to the fluctuating incomes associated with their self-employment and

agree that their child support arrangement is fair and equitable and in the best interest of the children.

VI. Debts and Equalization

28. Respondent shall pay, no later than 180 days after entry of the Decree, the following debts incurred by or associated with Petitioner or the Parties:

- i. Victoria's Secret – \$5,961.63
 - ii. Kay Jewelers – \$772.21
 - iii. Personal Loan – \$10,924.04
 - iv. Personal Loan (Clarissa) – \$2,676.46
 - v. Loan (cheque) – \$600.00
 - vi. Loan Sales Tax (Toba) – \$7,800.00
 - vii. Petitioner's Lawyer Fee – \$4,000.00
 - viii. Vita – \$496.38
 - ix. Taco Land, LLC's outstanding taxes and the Parties' personal income taxes for 2023 and 2024 (estimated at \$20,000 for 2023 and \$15,000 for 2024)
29. Each Party shall notify creditors of the debt division.

VII. Real Property Division

30. Petitioner is awarded full right, title, and interest in the property located at 2970 Lincoln Avenue, Ogden, Utah.

31. Petitioner shall refinance the property within twelve months to remove Respondent from any mortgage obligation.

32. Respondent is awarded full right, title, and interest in the property located at 4755 S. 3025 W., Roy, Utah, free and clear of any claim by Petitioner.

VIII. Business Interests and Responsibilities

33. My Taco Land, LLC is awarded to Petitioner, including all assets and liabilities. Respondent shall pay all outstanding taxes for Taco Land for 2023 and 2024.

34. Triple G Pallets, LLC is awarded to Respondent, including all assets and liabilities.

35. Each Party shall cooperate in removing the other's name from any business obligations or filings and shall not incur new debt in the other's name.

36. Each Party shall indemnify and hold the other harmless from any business-related debts or liabilities.

IX. Tax Matters

37. For tax year 2024, the Parties shall cooperate to file jointly in the most advantageous manner, and Respondent shall pay the taxes owed for both parties for that year.

38. Beginning in tax year 2025: Petitioner shall claim E.A.G. (born July 2010) every year, Respondent shall claim J.A.G. (born December 2011) every year, and the Parties shall alternate claiming E.A.G. (born March 2014), with Petitioner claiming in even-numbered years and Respondent in odd-numbered years.

X. Alimony and Mutual Releases

39. Each Party waives alimony.

40. Except as specifically stated in the Agreement, each Party releases the other from all further claims or liabilities arising from the marriage, including attorney fees and costs.

XI. Future Disputes, Attorney Fees, and Enforcement

41. Future disagreements relating to the Agreement or parenting matters must first

be submitted to good-faith mediation. Each Party shall bear one-half of the mediation cost unless otherwise agreed.

42. The prevailing Party in any action to enforce or interpret this Decree shall be entitled to reasonable attorney fees and costs.

43. Each Party shall execute any documents necessary to carry out the terms of this Decree, including deeds, refinance documents, assignments, and business filings.

44. This Decree is final. The Court retains jurisdiction to enforce and modify it as permitted by law.

*******END OF ORDER*******

1. ***THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT THE TOP OF THE FIRST PAGE WHEN SIGNED AND ENTERED BY THE COURT.***
- 2.
3. Approved as to form:
4. /s/ Jason T. Schow
5. *Attorney for Petitioner*