



Kevin G. Richards (5339)
Jaime G. Richards (15017)
Carl N. Anderson (13944)
RICHARDS & RICHARDS LAW FIRM
2562 Monroe Blvd.
Ogden, Utah 84401
Telephone: (801) 621-7443
Fax: (801) 621-1122
kevin@utahlegalcounsel.com
jaime@utahlegalcounsel.com
carl@utahlegalcounsel.com

Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT WEBER COUNTY, STATE OF UTAH, OGDEN DEPARTMENT	
In the matter of the marriage of BRANDON LEE PEARCE Petitioner and MARIA NINA LOURDES DE LA CRUZ MACALE PEARCE Respondent	DECREE OF DIVORCE Case No.: 264900893 Judge: Cristina Ortega Commissioner: Brandon Richards Tier 4

Petitioner Brandon Lee Pearce having filed a Petition for Divorce against the Respondent Maria Nina Lourdes de la Cruz Macale Pearce; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues. The Court received evidence and took testimony and being fully apprised herein and the Court having previously entered its written Findings of Fact and Conclusions of Law:

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NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. MARRIAGE: Petitioner and Respondent are husband and wife, having been married on August 26, 2022 in Caloocan City, Metro Manila, Philippines.
2. GROUNDS: That during the course of the marriage, irreconcilable differences have arisen making the continuation of the marriage relationship both impossible and impracticable.
3. CHILDREN: There are no children born at issue of this marriage.
4. REAL PROPERTY:
 - a. During the course of the marriage the parties did not acquire any real property that is subject to marital distribution.
5. PERSONAL PROPERTY:
 - a. Petitioner should be awarded the personal property currently in his possession free and clear.
 - b. Respondent should be awarded the personal property currently in her possession free and clear.
 - c. Respondent shall be awarded all right, title, and interest in and to any real or personal property located in the Philippines, free and clear of any claim by Petitioner.
 - d. Respondent shall further be awarded all cash savings, bank funds, and financial accounts maintained in the Philippines, free and clear of any claim by Petitioner.

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- e. The parties should be restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

6. DEBTS AND LIABILITIES:

- a. Upon execution of the parties' settlement agreement, Petitioner shall assume responsibility for all marital debts accrued to the date of signing.
- b. Petitioner further agrees to satisfy and pay in full the remaining balances associated with Respondent's iPad, Apple Watch, and iPhone.
- c. Petitioner shall continue paying the monthly cellular service fees associated with the parties' current cellular contract through December 2027, at which time Petitioner's obligation for such payments shall terminate.

CREDIT ACCOUNTS:

Petitioner requests that Respondent be required to remove Petitioner as an authorized user from the following credit accounts within thirty (30) days of entry of the Decree of Divorce:

- i. Capital One Quicksilver account, currently reflecting an approximate balance of \$0.00.
- ii. Delta Airlines American Express account, currently reflecting an approximate balance of \$1,500.00.

Respondent shall indemnify and hold Petitioner harmless from any charges, liabilities, interest, penalties, or obligations incurred on the above two accounts after the date of the Decree.

7. TRANSITIONAL ALIMONY:

- a. Petitioner shall pay transitional alimony in the amount of **\$450.00 per month**, payable in **bi-weekly installments of \$225.00 every other week**.
- b. The transitional alimony obligation shall begin immediately upon entry of the **Final Decree of Divorce**. The obligation shall continue for a fixed period of **six (6) months** only and shall automatically terminate at the end of that six-month period.
- c. This transitional alimony is intended as temporary, non-permanent support. It is **non-modifiable as to duration**, shall not be extended for any reason, and shall terminate permanently without the need for further court order.

8. RETIREMENT BENEFITS AND VETERAN-DEPENDENT BENEFITS:

- a. Each party shall be awarded his or her respective retirement accounts, pensions, 401(k)s, IRAs, investment accounts, and retirement benefits free and clear of any claim or interest by the other party. Neither party shall have any right, title, or interest in the other party's retirement benefits.
- b. Respondent is currently enrolled in CHAMPVA health benefits based upon Petitioner's veteran status.

- c. The parties acknowledge that Respondent's eligibility for CHAMPVA and any other veteran-dependent benefits arising from Petitioner's veteran status shall terminate upon entry of the Final Decree of Divorce, subject to applicable federal law and VA regulations. For CHAMPVA purposes, termination of the marriage by divorce ends Respondent's eligibility as of **midnight on the effective date of the dissolution of marriage**, as stated in the Final Decree of Divorce.
- d. Respondent shall be solely responsible for notifying CHAMPVA, the VA, and any other applicable benefit administrator of the divorce and for securing any replacement health insurance or benefits after the divorce is finalized.
9. MAIDEN NAME: That Respondent should be restored to her maiden name if she so desires.
10. ATTORNEYS FEES:
- a. That each of the parties should pay their own attorney fees and court costs if this matter remains uncontested. If the Respondent contests this matter then the Respondent should be allocated all of Petitioner's attorney fees and court costs incurred herein.
11. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:
- a. Each party should immediately deliver all property awarded to the other party in their possession, and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the orders of this Decree of Divorce.

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- b. Each party should immediately notify their respective creditors of the terms of the Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.
- c. Unless otherwise agreed the foregoing should be completed within sixty (60) days of the entry of the Decree of Divorce.

12. CIVIL RESTRAINING ORDERS:

- a. Each party should be permanently restrained from bothering, harassing, annoying, threatening or harming the other.
- b. The parties should not malign or defame the other.
- c. The parties should not interfere with the lives and relationships of the other or with family members of the other party.
- d. Each party should be restrained from encumbering, transferring, and/or disposing of or change the nature of any asset without the prior knowledge and written consent of the other party.
- e. Each party should be restrained from wasting, concealing, or damaging or otherwise jeopardizing any asset pending final resolution of these proceedings.

13. MISCELLANEOUS PROVISIONS:

- a. Petitioner shall remain solely responsible for all obligations associated with his pending Chapter 13 bankruptcy case and shall continue performance under the existing Chapter 13 plan, which is anticipated to discharge in March 2027.

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Except as otherwise specifically provided herein, Respondent shall not be responsible for any debt, obligation, or liability associated with Petitioner's Chapter 13 bankruptcy case, and Petitioner shall indemnify and hold Respondent harmless therefrom.

- b. Upon completion and discharge of the Chapter 13 bankruptcy case, and subject to any valid liens or encumbrances, Petitioner shall be awarded sole ownership, title, and possession of the 2012 Honda, free and clear of any claim by Respondent.

Definitive Relocation and Separation Date

- i. The parties acknowledge that Respondent has purchased and confirmed a one-way flight from Utah to Las Vegas, Nevada, for **July 11, 2026**.
- ii. The parties further agree that **July 11, 2026**, shall be deemed the parties' official date of physical separation and the date Respondent permanently vacates the marital residence.

Shipping of Respondent's Personal Property

- i. Petitioner shall pay the cost of shipping up to **three (3) personal boxes** belonging to Respondent from Utah to Respondent's new residence in Las Vegas, Nevada.
- ii. Petitioner's total financial obligation for shipping shall be strictly capped at **\$250.00**. Any shipping charges, additional baggage fees, packing costs, or related expenses exceeding **\$250.00** shall be the sole responsibility of Respondent.

Federal Immigration law/form I-864 Acknowledgment

The parties acknowledge that Respondent is currently a Lawful Permanent Resident of the

United States. The parties further acknowledge that Petitioner previously executed a Form I-864 Affidavit of Support in connection with Respondent's immigration status. Nothing in this Decree shall be construed as modifying, waiving, terminating, or adjudicating any rights or obligations that may exist under federal immigration law, including any rights or obligations arising from the Form I-864 Affidavit of Support.

For purposes of resolving the parties' divorce-related financial issues, the parties acknowledge that Respondent is voluntarily relocating out of state to Las Vegas, Nevada, to reside with family, that a transition plan has been established, and that

- c. Each party should be ordered to execute and deliver to the other party any document(s) necessary to implement the provisions in the Decree of Divorce entered by the Court.
- d. Mediation. If an answer is filed to this Petition, then pursuant to Utah Code §81-4-403 you are notified that: unless waived by the Court both parties are required to participate in at least one session of mediation. The parties should seek to resolve all contested issues therein. This requirement does not preclude the entry of temporary or other such pretrial orders in advance. The parties must utilize a qualified domestic dispute mediator pursuant to Utah Code §78B-6-205. Absent a Court order to the contrary or party agreement the cost of mediation should be divided equally between the parties. That for good cause the Court, mediator or director of dispute resolution programs may excuse the parties from participating. Mediation should be conducted pursuant to the Utah Rules of Court-Annexed Alternative Dispute Resolution.

- e. Disclosure and Discovery in Domestic Relations Actions. You are hereby officially served with notice of Rule 26.1 of the Utah Rules of Civil Procedure. A copy of this rule is attached hereto as **Exhibit “1.”** You are ordered to review it, become familiar with it, and abide by its terms.

WHEREFORE, premises considered, Petitioner prays for Judgment against the Respondent as follows:

1. Petitioner should be awarded a Decree of Divorce from the Respondent consistent with the allegations and statements contained in said Petition for Divorce.
2. That each of the parties should pay their own attorney fees and court costs if this matter remains uncontested
3. For all such other and further relief as the Court may deem just and proper under the circumstances.

DATED July 3, 2026.

****** The Court’s electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Maria Nina Lourdes de la Cruz Macale Pearce (original signature on file)
Maria Nina Lourdes de la Cruz Macale Pearce
Respondent

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DATED July 3, 2026

Richards & Richards Law Firm,

/s/ Kevin G. Richards
Kevin G. Richards
Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Maria Pearce	☐ U.S. Mail ☒ E-Mail ☐ Hand delivery ☒ E-Filed
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The foregoing was performed on July 3, 2026

/s/ Gaby Valdez
Paralegal

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