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

In the matter of the marriage of	DECREE OF DIVORCE
LUIS PERFECTO NUNEZ	Case No.: 264900572
Petitioner	Judge: Camille L. Neider
and	Commissioner: Brandon Richards
ARACELI MARQUEZ	Tier 4
Respondent	

Petitioner Luis Perfecto Nunez having filed a Petition for Divorce against the Respondent Araceli Marquez; 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;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

- 1. DIVORCE:** That the parties should be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

2. MARRIAGE: Petitioner and Respondent are husband and wife, having been married on April 2, 2011, in Carpinteria, California.

3. GROUNDS: That during the course of the marriage, irreconcilable differences have arisen making the continuation of the marriage relationship both impossible and impracticable. In fact, the parties have been separated and living apart since June 27, 2025.

4. CHILDREN: That during the course of the marriage, the parties have had three (3) children born as issue of said marriage, to-wit: *L, G, N, born August 2, 2011, Y, N, born August 31, 2013, D, N, born September 4, 2014.* No other children are now expected.

5. CUSTODY AND PARENT TIME:

a. Physical Custody. That the Respondent should be awarded the sole physical custody, care, and control of the minor children of the parties.

b. Legal custody. Both parties should be awarded joint legal custody of the minor children consistent with the advisory guidelines as outlined in the Utah Code §81-9-202.

c. Parent-time. Petitioner should be awarded standard parent-time as outlined in Utah Code §81-9-302 as follows:

i. Every Wednesday from 5:30 p.m. until 8:30 p.m.; and

ii. Every other weekend, beginning on Friday at 6:00 p.m. until Sunday at 7:00 p.m.

d. Due to the age of the minor children, the parties should allow some flexibility in the parent-time schedule to account for the children's jobs, extracurricular activities, etc.

- e. Holiday/extended parent-time. The parties should be awarded holiday and extended parent-time as outlined in Utah Code §81-9-302.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day	Even years	Odd years

	if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor	(1) Holiday begins at 3 p.m.	Odd years	Even years

Child's Birthday	(2) Holiday ends at 9 p.m.		
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6. CHILD SUPPORT:

- a. For child support purposes, Petitioner's income should be imputed at \$3,300.00 per month and Respondent's income should be imputed at \$3,470.00 per month.
- b. Based on the Utah Child Support Guidelines, Petitioner should be ordered to pay Respondent child support in the amount of \$768.00 per month.
- c. Pursuant to Utah Code §81-7-102, the child support payment should be payable either in full by the first (1st) day of each month or it will be due ½ by the 5th and ½ by the twentieth (20th) of each month.
- d. The child support obligation should continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties should automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).
- e. Pursuant to Utah Code §81-6-202(10)(f), an order authorizing Universal Withholding of Relief may issue if the obligor becomes thirty (30) days delinquent in the payment of child support.

7. HEALTH INSURANCE:

a. Code. Pursuant to Utah Code §81-6-208, the parties should maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment.

b. Apportionment of Medical Insurance Premium. Each party should pay one-half (½) of the minor child's portion of the medical, dental, and vision insurance premium.

i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.

ii. The party with insurance should provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party should notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.

c. Out-of-Pocket Costs. Each party should pay one-half (½) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.

d. Reimbursement. The party who incurs health care expenses should provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party should reimburse their one-half (½) within thirty (30) days of

receipt of the verification.

e. Compliance. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party incurring the expenses fails to comply with this section.

f. Double Coverage. Pursuant to Utah Code §81-6-208(7)(c) if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Petitioner should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Respondent should be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party should pay a portion of the other party's premium—regardless of any disparity in the premium cost.

8. CHILDCARE: Pursuant to Utah Code §81-6-209 the parties should equally share any out-of-pocket childcare costs incurred solely for the purpose of the parties' working or attending school.

a. Pursuant to Utah Code §81-6-209 if an actual expense for childcare is incurred, a parent should begin paying his or her share on a monthly basis immediately upon: 1)

presentation of reasonable but verifiable proof of the out-of-pocket childcare expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.

b. The parent incurring the childcare expense should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The custodial parent should notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.

c. The custodial parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

d. EXTRACURRICULARS AND SCHOOL FEES:

e. The parties should split equally all costs for any agreed upon in writing extracurricular activities.

f. The parties should split equally all school fees, including school lunches.

9. INCOME TAX DEDUCTIONS:

a. Three children. Petitioner should be awarded the right to claim the middle child and Respondent should be awarded the right to claim the youngest child. The parties shall alternate claiming the oldest child, with the Petitioner claiming the oldest child in even-numbered tax years and Respondent claiming the oldest in odd-numbered tax years. When only one minor child remains eligible to be claimed, the parties shall alternate claiming that child, with Petitioner claiming the child in odd-numbered tax years and Respondent claiming the child in even-numbered tax years.

b. Pursuant to Utah Code §81-6-210, if Petitioner is not current in his child support obligation the tax exemption should automatically revert to Respondent.

c. Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

10. REAL PROPERTY:

a. During the marriage, the parties acquired real property located at 3766 W. 4750 S., Roy, Utah 84067.

b. The parties agree that the real property has been sold.

c. The parties further agree that the sale proceeds have been disbursed, and that the debts to be paid from the real property proceeds have been paid or otherwise resolved.

d. Each party acknowledges receipt of that party's share of the net sale proceeds, if any, and each party waives and releases any further claim against the other concerning the real property, the sale proceeds, liens, mortgages, costs of sale, or debts paid from the sale proceeds, except for any obligation expressly stated in this Agreement or any written escrow or closing document signed by the parties.

11. PERSONAL PROPERTY:

a. Petitioner should be awarded the personal property currently in his possession. Petitioner should be awarded the 2013 Chevy Cruise and all equity contained therein. Petitioner should be solely responsible for any loans or debts associated with vehicles, if applicable.

b. Respondent should be awarded the personal property currently in her possession. Respondent should be awarded the 2017 Honda Odessey and all equity contained therein. Respondent should be solely responsible for any loans or debts associated with vehicles, if applicable.

c. Respondent states that the mobile home in her possession is not marital property subject to division. The mobile home was purchased entirely by Respondent's siblings, who provided the funds for the purpose of assisting Respondent in securing separate housing following the parties' separation. Petitioner made no financial contribution toward the purchase, acquisition, or maintenance of the mobile home. Accordingly, the mobile home constitutes Respondent's separate property, and Petitioner has no legal or equitable interest or claim to it.

d. All other marital property should be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties should mediate any dispute thereto prior to bringing the action before the Court.

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

12. DEBTS:

a. The parties agree that the marital debts designated to be paid from the real property sale proceeds have been paid or otherwise resolved through the sale and disbursement process.

b. Except as otherwise expressly stated in this Agreement, each party shall be responsible for any debt in that party's own name, any debt incurred by that party after separation, and any debt incurred by that party in his or her individual capacity.

c. Each party shall indemnify and hold the other harmless from any loss, liability, collection activity, credit damage, attorney fees, costs, or expense arising from that party's failure to pay any debt assigned to that party under this Agreement.

13. ALIMONY:

a. That no alimony should be awarded to either party whether past, present or future.

14. RETIREMENT BENEFITS:

a. That the parties should be awarded their respective retirement accounts free and clear of any interest in the other.

15. MAIDEN NAME: That Respondent should be restored to her maiden name if she so desires.

16. 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.** The parties should be mutually restrained from disparaging one another to the children, alienating, or otherwise interfering with the other's relationship with the children.
- e.** The parties should be restrained from making any derogatory comments in the presence of the children or allowing any third party to.
- f.** 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.
- g.** Each party should be restrained from wasting, concealing, or damaging or otherwise jeopardize any asset pending final resolution of these proceedings.

17. ATTORNEYS FEES:

- a.** That each of the parties should pay their own attorney fees and court costs.
- b.** That if either party defaults in his or her obligation hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

18. VOLUNTARY ENTRY:

- a.** That we, through our respective signatures below, attest and affirm that we have read, understood and agree to the terms of the foregoing.

b. That we are each voluntarily entering into this agreement, that this is not being signed under duress, pressure or promise that is outside the foregoing terms and conditions.

That by signing below we are individually and collectively attesting this is the full and complete agreement and these terms and conditions are binding upon us.

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.

19. **VOLUNTARY ENTRY:**

- a.** That we, through our respective signatures below, attest and affirm that we have read, understood and agree to the terms of the foregoing.
- b.** That we are each voluntarily entering this agreement, that this is not being signed under duress, pressure or promise that is outside the foregoing terms and conditions.

c. That by signing below we are individually and collectively attesting this is the full and complete agreement and these terms and conditions are binding upon us.

DATED January 14, 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/ Luis Perfecto Nunez
Luis Perfecto Nunez
Petitioner

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED July 14, 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;

Luis Perfecto Nunez

☒ U.S. Mail

☐ E-Mail

☐ Hand delivery

☒ E-Filed

The foregoing was performed on July 14, 2026

/s/ Gaby Valdez

Paralegal