The Order of the Court is stated below:
Dated: October 05, 2026 04:21:03 PM **/s/** CRISTINA ORTEGA District Court Judge

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IN THE SECOND JUDICIAL DISTRICT COURT **COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT**	
IN THE MATTER OF THE MARRIAGE OF: **CHRISTINA FRANCO,** **PETITIONER,** **and** **MARIO FRANCO,** **RESPONDENT.**	**DECREE OF DIVORCE** **Case No.: 254901803** **Judge: Cristina Ortega** **Commissioner: Brandon Richards**

Petitioner, Christina Franco ("Christina"), having filed a Petition for Divorce against Respondent, Mario Franco ("Mario"); the parties having reached a global resolution of all divorce issues by filing a Stipulation and Settlement Agreement ("Agreement") resolving all issues **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. RESIDENCY: The parties are actual and bona fide residents of Weber County, State of Utah and have been for more than three (3) months preceding the filing of this action.

2. JURISDICTION: Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 81-4-402.
3. MARRIAGE: Christina and Mario were married on March 18, 2016, in Ogden, Weber County, State of Utah.
4. DIVORCE: The parties are granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
5. CHILDREN: During the marriage there have been two (2) children born as issue to the parties. However, one (1) child is an adult and not subject to these proceedings. Accordingly, this Agreement applies to the following child, to-wit: A.C.F, born February 2009.
6. LEGAL CUSTODY:
    a. The parties are awarded joint legal custody as outlined in and subject to the Parenting Plan section herein.
7. PHYSICAL CUSTODY AND PARENT-TIME:
    a. The parties are fit and proper parents for the minor child and that they are awarded joint physical custody.
    b. Parent-time will be as the parties may agree and if they cannot agree then Mario will be awarded parent-time under Utah Code Ann. §81-9-303. Christina is awarded all parent-time not specifically allocated to Mario under Utah Code Ann. §81-9-303.
    c. Holiday parent-time and extended parent-time will be as the parties may agree and if they cannot agree then the parties will follow the Holiday parent-time schedule under Utah Code Ann. §81-9-303(15) with Mario as the non-custodial parent.

8. PARENTING PLAN: The parties shall abide by the terms of the following Parenting Plan:

A. *Governing Principles*

9. The parties desire to create an effective co-parenting relationship for the benefit of their minor child. The parties desire to raise a happy and well-adjusted child and to respect each other in their respective parenting roles..

10. The parties realize that they each have different parenting functions and will support and acknowledge the benefits to the child of having a healthy relationship with both parents.

11. The parties agree to reduce the conflict between them and learn problem solving skills and implement those skills to eliminate future conflict. The parties shall have open communication and focus on the needs and interests of their child ahead of their own personal interests.

12. To implement the vision of the parties' shared parenting plan, and because of their common concern for their child's emotional well-being, the governing principles are as follows:

    a. The parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the child's needs;

    b. The parties shall support each other in their respective parenting roles and say positive words about the other parent to the child and to be restrained from saying anything negative about the other parent. The parties believe this purpose is honorable for the child to develop good self-esteem;

    c. The parties shall listen to each other and do their best to understand the other's point of view;

d. The parties shall make all attempts to resolve all conflict between them and shall utilize experts to assist them in this endeavor if they are unsuccessful;

e. The parties shall solve problems and make joint decisions, subject to Christina's final decision-making authority outlined herein, by working through their decision-making procedure which is described herein;

f. The parties shall work together to improve their parenting skills and to share their ideas;

g. The parties shall start over and recommit to this Parenting Plan when one or both of them steps outside of the Plan and forgets about a commitment made in this Plan; and

h. The parties shall be effectively working together as co-parents to promote the best interests of the child.

2. In order to implement the Parenting Plan as outlined by the Governing Principles the parties shall communicate in writing as reasonably necessary.

3. The purpose of communication between the parties shall be to share information and discuss issues regarding the children in a positive manner. The parties should limit communication to the needs of the child and the time-sharing schedule, information regarding the child, transportation logistics, and other parenting issues. Any disagreement regarding the child will be resolved in accordance with the dispute resolution process outlined herein.

4. The parties agree that while each party is exercising parenting time, they will allow the children to speak with the other parent if they so desire, so long as speaking with the other parent does not interfere with bedtime or other reasonable rules.

5. The parties shall cooperate to plan their child's time-sharing schedule based on the following principles:

    a. The parties shall trade favors and do their best to ensure that the child have meaningful time in both homes.

    b. The parties shall be flexible with each other when minor changes are necessary; and

    c. The parties shall give as much advance notice as possible if changes are necessary.

6. The parties agree that while each party is exercising parenting time, they will allow the child to speak with the other parent if they so desire, so long as speaking with the other parent does not interfere with bedtime or other reasonable rules.

B. Shared Information

18. The parties shall use their best efforts to communicate and share information with each other in writing to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent. The parties shall inform each other of dates and times for all scheduled therapy, medical, dental and orthodontic appointments.

19. Communication regarding the minor child will occur directly between the parties and shall not involve third parties or the child. The parties shall communicate by text or email. Telephone or voicemail may be used for emergencies or as mutually agreed upon in writing. A party shall use their best efforts to respond to the other party's texts, emails or voice mails within 24 hours, unless an emergency requires a sooner response.

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20. The parties shall notify the other parent of significant illnesses involving the child and of any information relating to their medications.
21. When either parent travels out of town with the child for a period exceeding 24 hours, that parent will provide the other parent with an itinerary showing where the parent and the child will be staying and a telephone number where they can be reached.
22. Each party shall notify the other within seven (7) days of a change in the party's residential address, mailing address, work address, and telephone number.

C, Consistency in Parenting

23. The parties' consistency in parenting shall help them to raise emotionally healthy and secure children. Therefore, the parties shall discuss parenting strategies, and develop, if possible, consistent rules and parenting approaches.
24. The parties shall implement, whenever possible, consistent bedtimes, discipline strategies and other rules. Moreover, the parties recognize that parenting will be more effective if they work together as a united front.
25. Both parties shall keep all firearms in a secure location which is not accessible to the child.
26. The parties shall only allow the child to view age-appropriate media. The parties shall discuss with one another prior to allowing the child to view anything beyond age appropriate or what has been historically agreed upon.
27. Neither party shall consume alcohol or illegal or non-prescribed drugs or prescribed drugs not in accordance with the prescription dosage within 12 hours before or during their respective parenting time with the minor child or allow any others to consume alcohol to

excess or illegal or non-prescribed drugs or prescribed drugs not in accordance with the prescription dosage while in the presence of the minor children.

28. If a parent is unable to exercise his/her parenting time on a given occasion, he or she must notify the other parent at the earliest possible opportunity.

D. Dispute Resolution Process

29. In the event there is a major decision involving the child's health, welfare, and/or education then each of us shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, we will seek input from treating physicians/educators. Both of us shall be provided with the input.

30. If we cannot agree after making a good faith effort to come to an agreed upon decision, then we will attend mediation with each of us paying one-half (1/2) the costs of mediation. If we still cannot agree after attending mediation, then Christina will have the presumptive decision-making authority.

31. If Mario believes that the decision is contrary to the best interests of the child, Mario has the right to seek review thereof through court. Mario has the burden of demonstrating that the decision is contrary to the child's best interests. It shall not be sufficient to demonstrate that an alternative decision may also have been in the interest of the child.

A. *Extracurricular Activities*

32. In the event either parent desires to enroll a child in an extra-curricular activity, they shall first discuss the child's enrollment with the other parent and in the event the parties agree they will equally share the costs of such extra-curricular activities and will facilitate the

child's participation. In the event the parties do not agree then either parent may enroll the child in the extra-curricular but will do so at their own cost and expenses and without any expectation of involvement of the other parent. Specifically, the non-enrolling parent will not be obligated to facilitate the child's participation during their parent-time. This does not affect each parties' duty to inform the other party of events related to the child's activities.

33. Both parties shall pay one-half (1/2) the costs of the child's school fees, registration fees, and yearbook costs.

34. Transportation. The parties shall equally divide transportation (Utah Code §81-9-202(5)). Each shall retrieve the child directly from school if in session. If school is not in session, then the receiving parent shall pick up the child from the other's residence unless agreed otherwise.

35. Relocation. A party moving more than 150 miles from the children's current primary residence shall comply with Utah's Relocation Statute.

36. CHILD SUPPORT:

    a. For child support purposes Mario's gross monthly income is $5,135.00.

    b. For child support purposes Christina's gross monthly income is $6,263.00.

    c. Child support shall be calculated based on a joint custody worksheet with Christina having 220 overnights and Mario having 145 overnights. However, Mario has agreed to an upward deviation in the child support amount and shall pay Christina $440.00 a month beginning in January 2026.

d. A judgment of child support arrears shall enter against Mario from the period of January 2026 through May 2026 and said judgment is collectible by the Office of Recovery Services ("ORS") in the amount of $2,200.00.

e. Mario's child support is due ½ by the 1st and ½ by the 15th of each month.

f. That the child support obligation shall 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 shall automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (www.utcourts.gov/childsupport/calculator).

g. There shall be an automatic reduction in child support for extended parent-time unless the parties have joint custody [Utah Code §81-6-211].

h. An order through the Office of Recovery Services authorizing Universal Withholding of Relief may issue if the obligor becomes thirty days delinquent in the payment of child support [Utah Code §62A-11-403].

2. CHILD CARE:

a. Due to the age of the child the parties do not expect to incur childcare costs.

3. HEALTH INSURANCE:

a. Code. Mario is currently providing health insurance for the minor child. Mario shall continue to provide health insurance for the minor child if available at a reasonable cost through his employment. The parties shall equally pay any sums not covered by

said insurance, including, but not limited to, the child's health insurance premium as calculated pursuant to Utah Code, physician care, inpatient and outpatient care and related expenses, mental health care, physical examinations, immunizations, prescription medications, medically necessary medical supplies, eye examinations, corrective lenses, and dental and orthodontic care.

b. Apportionment of Medical Insurance Premium. If at any time the child is double covered, the parties shall pay their own respective health insurance premiums that cover the minor child. If the child is not double covered, the parties shall evenly divide the minor child's portion of the health insurance.

c. The party with insurance shall 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 shall notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days from the date of the change and provide an annual updated medical card.

d. Out-of-Pocket Costs. The parties shall equally divide the minor child's 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 child.

e. Reimbursement. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within 30 days of payment.

The other party shall reimburse their portion within 30 days of receipt of the verification.

f. 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.

4. CHILD RELATED INCOME TAX DEDUCTIONS:

a. Christina will claim the child in even years, and Mario will claim the child in odd years.

b. If Mario is not current in his child support obligation in a given year, then the tax exemption shall automatically revert to Christina (Utah Code §81-6-210). If Christina believes Mario is not current in his child support obligation, then Christina shall send a written notice of delinquency to Mario by no later than December 5th. The notice shall state: a) that Mario is delinquent; b) the amount of arrears with a brief description of how determined; c) that if not cured by December 31 Christina is entitled and intends to claim the minor child for tax purposes. This shall be presumed to be sufficient if the matter is brought before the Court for a later determination of delinquency.

5. REAL PROPERTY:

a. The parties have already sold any real property acquired during the marriage and have equally divided any net proceeds between the parties.

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6. PERSONAL PROPERTY:

    a. Christina is awarded all items of personal property in her possession and Mario is awarded all items of personal property in his possession.

7. VEHICLES:

    a. Mario is awarded the 2014 Jeep Cherokee Trail Hawk as his sole and separate property.

    b. Christina is awarded the 2015 Nissan Pathfinder and the 2020 Nissan Rogue as her sole and separate property. The parties will work together to remove Mario's name from the title to these vehicles and any associated loans within sixty (60) days from the entry of the Decree of Divorce.

    c. Each party shall assume, indemnify, and hold harmless the other party from any financial obligation associated with their respective vehicles.

8. BUSINESS INTERESTS:

    a. Christina is awarded her business as her sole and separate property.

9. BANK ACCOUNTS:

    a. There are no joint financial accounts.

    b. Christina is awarded the bank accounts or other assets currently under her control.

    c. Mario is awarded the bank accounts or other assets currently under his control.

10. DEBTS:

    a. Mario shall assume, indemnify, and hold Christina harmless from the following debts:

        i. America First Credit Union Credit Card debt.

ii. Mario will assume the America First Credit Union credit card debt and remove Christina's name from the credit card within sixty (60) days of June 4, 2026.

b. Christina shall assume, indemnify, and hold Mario harmless from the following debts:

i. JC Penny Credit Card;

ii. Kohl's Credit Card; and

iii. ULTA Credit Card

iv. RC Willey; and

v. Sam's Club Credit Card

c. The parties shall cease using any of the credit cards immediately.

d. Each party is responsible for their own medical and dental bills and expenses.

e. Each party is responsible for their own credit cards and individual debt.

f. Each party will hold the other harmless from the debts and obligations they have been ordered to assume.

g. That all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.

11. RETIREMENT BENEFITS:

a. Mario has disclosed two (2) separate retirement accounts: Thrift Savings Plan ("TSP") and a pension through the Federal Employees Retirement System ("FERS").

b. Christina is awarded one-half (1/2) the value of Mario's TSP. The entry of the Decree of Divorce shall be the valuation date for purposes of a Qualified Domestic Relations

Order ("QDRO"). For the purposes of division, any withdrawals since the separation date or any loan associated with the TSP shall be added back into the balance of the TSP.

c. The FERS plan shall be divided pursuant to the *Woodward Formula* with Christina being entitled to one-half (1/2) the value accrued during the marriage. The entry of the Decree of Divorce shall be the valuation date for purposes of a Qualified Domestic Relations Order ("QDRO").

d. Christina will be responsible for the costs associated with the preparation of the QDRO.

e. Mario will provide an updated statement for the TSP and FERS within 14 days of the entry of the Decree of Divorce.

12. ALIMONY: Neither party will pay alimony to the other now or in the future.

13. FAILURE TO DISCLOSE: In the event either party failed to disclose an asset, financial account, investment account, or retirement account during these proceedings and such asset is later discovered this shall constitute a substantial and material change in circumstances and be subject to appropriate sanctions for non-disclosure.

14. MUTUAL RESTRAINING ORDER:

a. Neither party shall commit, try to commit or threaten to commit any form of violence against the other. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse.

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b. The parties shall refrain from disparaging or speaking negatively about the other party in the presence of the minor child and shall remove the child from the presence of any third party engaging in this type of behavior.

15. MAIDEN NAME: That Christina is restored to her maiden name of "Allred," if she so desires.

16. ATTORNEYS FEES: Each party shall pay their own attorney fees and costs incurred in this matter.

17. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.

b. Each party shall immediately notify their respective creditors of (1) these terms and (2) the party obligated to each specific debt and shall make other such reasonable arrangements to implement these terms.

c. Unless otherwise agreed the foregoing shall be completed within 60 days of the entry of the Decree of Divorce.

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

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 (7) days unless written objection is filed within that time period.

DATED August 13, 2026.

Farr Cragun & Berube, P.C.
/s/ Colt R. Mund
Colt R. Mund
Attorney for Christina Franco

CERTIFICATE OF SERVICE

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

Scott Nickle snickle@utahattorneys.com	[X] E-Mail Facsimile Hand delivery E-Filed

The foregoing was performed on August 13, 2026.

/s/ Ryley Grush
Law Clerk