The Order of the Court is stated below:
Dated: October 06, 2026 11:00:58 AM **/s/** CRISTINA ORTEGA
District Court Judge

JAKE B. CRAGUN (18898)
CRAGUN LEGAL
2909 Washington Blvd, Ste 244
Ogden, Utah 84401
Telephone: (801) 610-9669
jake@cragunlegal.com

Attorney for Brenda Altamirano

IN THE SECOND DISTRICT COURT **COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT**	
IN THE MATTER OF THE MARRIAGE OF: BRENDA ALTAMIRANO and ANTONIO JR. ORTIZ	DECREE OF DIVORCE Case No.: 264900922 Judge: Cristina Ortega Commissioner: Brandon Richards

Petitioner, Brenda Altamirano ("Brenda"), having filed an Amended Verified Petition for Divorce against Antonio Ortiz ("Antonio"), having filed an Answer and Counter Petition, and the parties having reached a final resolution by filing a Stipulation and Property Settlement 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 DECREE AS FOLLOWS

1. JURISDICTION: Residency. The parties are actual and bona fide residents of Weber County, State of Utah and have been for at least three (3) months preceding the filing of this action pursuant to Utah Code § 81-4-402.
2. DIVORCE: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

3. CUSTODY AND PARENT-TIME:

a. Legal custody. The parties shall be awarded joint legal custody of the minor children.

i. The parties shall reasonably consult with one another and attempt in good faith to reach joint decisions regarding major issues affecting the children, including education, medical and dental care, mental-health treatment, religious upbringing, and other significant matters affecting the children's health and welfare.

ii. If the parties are unable to agree regarding a major legal-custody decision, they shall first attempt in good faith to resolve the disagreement between themselves. If they remain unable to agree, the parties shall participate in mediation before seeking court intervention, except in the event of an emergency or where mediation is otherwise impracticable.

iii. If the parties remain unable to reach an agreement after completing the dispute-resolution process, Brenda shall have final decision-making authority. The parties' award of joint legal custody shall not prevent Brenda from exercising final decision-making authority as provided herein.

iv. Nothing in this provision shall prevent either parent from making emergency decisions necessary to protect the immediate health or safety of the children.

b. Physical custody. Brenda shall be awarded sole physical custody of the minor children.

c. Family Systems Therapy and Parent-Time Ramp-Up**.** The parties shall participate in family systems therapy ("FST") for the purpose of assisting the children in rebuilding

and strengthening their relationship with Antonio. Antonio shall initiate the process of locating and beginning services with a qualified family systems therapist and shall be responsible for the cost of the FST process. Brenda shall reasonably cooperate with that process, including attending therapy as requested, ensuring the children attend scheduled sessions, and otherwise facilitating the therapeutic process.

d. As the parties proceed through FST, they shall give substantial consideration to the therapist's recommendations regarding the timing and progression of Father's parent-time. Unless the therapist recommends against progressing to the next stage, or the children express concerns that the therapist believes warrant delaying the progression, Father's parent-time shall increase as follows:

   i. **Stage 1 – Initial Parent-Time**. Stage 1 is anticipated to last approximately thirty (30) days. During Stage 1, Father shall exercise parent-time with the children each Wednesday for two (2) hours in a public setting. The parties shall continue participating in FST during this stage.

   ii. **Stage 2 – Expanded Daytime Parent-Time**. Stage 2 is anticipated to begin after approximately thirty (30) days and last approximately thirty (30) additional days. During Stage 2, Father shall continue exercising two (2) hours of parent-time each Wednesday and shall additionally exercise one four (4) hour weekend visit each week. The parties shall continue participating in FST during this stage.

iii. **Stage 3 – Overnight and Weekend Parent-Time**. Stage 3 is anticipated to begin after approximately sixty (60) days and last approximately thirty (30) days. During Stage 3, Father shall continue exercising his Wednesday parent-time and shall additionally exercise one overnight parent-time period each week and alternating weekend parent-time. The parties shall continue participating in FST during this stage.

iv. **Stage 4 – Final Parent-Time Schedule**. Stage 4 is anticipated to begin after approximately ninety (90) days, or at approximately the beginning of the fourth month. Provided Father has substantially exercised the parent-time available to him during the preceding stages, the parent-time has progressed appropriately, and the FST therapist has not identified a material therapeutic reason to delay progression, Father shall transition to the minimum parent-time schedule provided under Utah Code § 81-9-302.

e. The parties shall continue to evaluate the children's progress through FST and shall cooperate in making reasonable adjustments to the ramp-up schedule when recommended by the therapist.

f. Upon reaching Month 4, Father's regular and continuing parent-time shall be pursuant to 81-9-302 as follows:

i. **Weekday Parent-Time.** Father shall have parent-time each Wednesday from 5:30 p.m. until 8:30 p.m. At Father's election, the Wednesday parent-time may instead

begin when the children are regularly dismissed from school and continue until 8:30 p.m.

ii. **Alternating Weekends.** Father shall have parent-time on alternating weekends beginning Friday at 5:30 p.m. and ending Sunday at 8:30 p.m. At Father's election, the Friday parent-time may begin when the children are regularly dismissed from school.

iii. **Holiday Parent-Time.** The parties shall exercise holiday parent-time consistent with Utah Code § 81-9-302, with Brenda designated as the custodial parent.

iv. **Summer Parent-Time.** Father shall be entitled to up to four (4) weeks of extended parent-time during the children's summer break as provided by Utah Code § 81-9-302. Two weeks shall constitute uninterrupted parent-time. The remaining two weeks may be interrupted by Mother for the weekday parent-time permitted under the statute. The parties shall comply with the statutory notice requirements for selecting their extended summer parent-time.

g. Final Parent-Time Order**.** Upon Father's successful transition to Stage 4, the parent-time described in Paragraph (f) above shall constitute Father's complete and final ongoing parent-time award. Stages 1 through 3 are transitional provisions only and shall terminate once Father progresses to Stage 4. Thereafter, Father shall exercise the minimum parent-time described above unless the parties otherwise agree in writing or the Court subsequently modifies the parent-time order.

4. TRANSPORTATION AND EXCHANGES:

a. **Transportation.** Unless otherwise agreed in writing, the parent beginning his or her parent-time shall be responsible for picking up the children at the beginning of that parent-time.

b. **Exchanges.** The parties shall ensure that the children are ready and available at the designated exchange time. All exchanges shall be conducted promptly, peacefully, and in a manner that minimizes conflict and disruption to the children.

c. **Protective Order.** All parent-time exchanges and transportation arrangements shall be conducted in compliance with the existing criminal protective order in Case No. 251903264. To the extent necessary, the parties shall utilize an agreed third party or other lawful exchange arrangement so that neither party violates the protective order.

d. **Safe Transportation.** Each party shall ensure that the children are transported by a properly licensed and insured driver and in an appropriate vehicle equipped with any legally required car seats or restraints.

5. COMMUNICATION:

a. The parties acknowledge that a criminal protective order is currently in effect in Case No. 251903264, which presently provides that: “The parties may have contact through third parties regarding minor children only.” The parties shall comply with the criminal protective order at all times, and nothing contained in this Stipulation shall be construed as modifying, superseding, or authorizing contact prohibited by that order.

b. OurFamilyWizard. The parties agree that, to the extent permitted by the criminal protective order, they shall utilize OurFamilyWizard as their exclusive method of direct written communication regarding the minor children. The parties shall each timely create and maintain an OurFamilyWizard account.

c. If modification or clarification of the criminal protective order is necessary before the parties may communicate directly through OurFamilyWizard, the parties shall reasonably cooperate in seeking an appropriate modification or clarification permitting communication through OurFamilyWizard regarding the minor children.

d. Until such communication is expressly permitted under the criminal protective order, the parties shall continue communicating only in the manner authorized by that order.

e. **Child-Related Communication Only.** All communication through OurFamilyWizard shall be strictly limited to matters concerning the minor children, including parent-time, exchanges, school, healthcare, activities, emergencies, and other matters reasonably related to the children. Neither party shall use OurFamilyWizard to discuss the parties' personal relationship, financial disputes unrelated to the children, or any other matter prohibited by the criminal protective order.

6. CHILD SUPPORT:

a. **Gross Monthly Income.** For purposes of calculating child support, the parties stipulate that Antonio's gross monthly income is $4,366.27 and Brenda's gross monthly income is $2,677.78.

b. **Child Support.** Brenda shall have sole physical custody of the minor children. Pursuant to the Utah Child Support Guidelines and the applicable sole-custody child support worksheet, Antonio shall pay Brenda $1,001.00 per month in base child support. Child support shall be due on the first day of each month.

c. **Duration and Adjustment.** Child support shall continue as provided by Utah law. As each child is no longer entitled to child support, the child support obligation shall adjust in accordance with Utah Code § 81-6-213 and the Utah Child Support Guidelines.

d. **Medical Expenses and Insurance.** The parties shall comply with Utah Code § 81-6-208 regarding health insurance and medical expenses for the children. The parties shall equally share the children's reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

7. ADVISORY GUIDELINES: Except as otherwise specifically provided in this Stipulation, the parties shall follow the advisory guidelines set forth in Utah Code § 81-9-202. Consistent with those guidelines:

a. The parties shall exercise parent-time in a manner that promotes continuity and stability for the children.

b. Each parent shall reasonably accommodate important family events, including funerals, weddings, family reunions, religious holidays, and other significant family events.

c. The parties shall timely cooperate with parent-time exchanges and shall have the children ready at the designated time and location.

d. Parent-time shall not interfere with the children's regular school hours.

e. Neither party shall withhold parent-time or child support based upon the other party's alleged failure to comply with an obligation under this Stipulation.

f. Brenda shall reasonably keep Antonio informed of significant school, social, sports, community, and medical matters involving the children. Antonio shall be entitled to attend the children's activities and shall have access to school and medical records as provided by law.

g. Each party shall promptly notify the other of any medical emergency involving the children and shall keep the other reasonably informed of current contact information.

h. Each parent shall permit and encourage reasonable communication between the children and the other parent during reasonable hours.

i. The parties shall reasonably cooperate regarding childcare and other matters affecting the children consistent with Utah Code § 81-9-202.

j. When traveling with the children, each parent shall provide the other parent with reasonable travel information as required by Utah Code § 81-9-202, including:

    i. The date of travel;

    ii. The destination or destinations;

    iii. The place or places where the children or traveling parent may be reached; and

    iv. The name and telephone number of an available third person who would be knowledgeable of the children's location.

k. Suitable Housing. Each parent shall maintain safe and suitable housing for the children during his or her parent-time. Each child shall have his or her own appropriate bed and sleeping space. The children shall not be required to share a bed with another person.

8. RELOCATION: The parties shall comply with Utah Code § 81-9-209 regarding relocation. A parent intending to relocate one hundred fifty (150) miles or more from the residence of the other parent shall provide the other parent with at least sixty (60) days' written notice as required by statute. In the event of a relocation, the parties shall comply with the applicable statutory parent-time, notice, and transportation requirements, unless otherwise agreed in writing or ordered by the Court.

9. REAL PROPERTY:

a. **Sale of Real Property.** The parties jointly own the real property located at 2066 Monroe Blvd, Ogden, Utah 84403 ("Property"). The Property shall be listed for sale within thirty (30) days of entry of the Decree of Divorce and shall thereafter be sold.

b. **Listing Agents**. The parties shall list the Property for sale with Omar Eduardo Gonzales and Denise Ortiz. The parties shall reasonably cooperate with the listing agents and timely execute any documents reasonably necessary to list, market, and sell the Property.

c. **Listing and Sale Process**. The listing agents shall keep both parties reasonably informed regarding the status and progress of the sale, including material offers received and any recommendations concerning pricing or marketing. The parties shall

reasonably follow the listing agents' recommendations regarding the initial listing price, subsequent price adjustments, and reasonable surface-level or cosmetic improvements necessary to improve the marketability of the Property.

d. **The Property shall otherwise be sold as-is**. Neither party shall be required to complete substantial repairs, renovations, or improvements to the Property unless otherwise agreed to in writing by both parties.

e. **Sale Proceeds**. Upon the sale of the Property, the proceeds shall first be applied to satisfy the primary mortgage and secondary mortgage secured by the Property, together with the ordinary and necessary costs associated with the sale and closing. The remaining net equity shall be divided equally between the parties, with fifty percent (50%) to Brenda and fifty percent (50%) to Antonio.

f. **Cooperation**. Neither party shall unreasonably interfere with or delay the listing, showing, marketing, or sale of the Property. Both parties shall reasonably cooperate with requests from the listing agents concerning access to the Property, showings, inspections, and other matters reasonably necessary to complete the sale.

g. **Interim Expenses**. Until the Property is sold and the sale closes, Antonio shall be solely responsible for the mortgage payments and all other ordinary expenses associated with the Property, including utilities, insurance, taxes, and other carrying costs.

//

//

10. PERSONAL PROPERTY:

a. **General Personal Property.** Except as otherwise specifically provided herein, each party shall be awarded all personal property currently in his or her possession, free and clear of any claim by the other party.

b. **Vehicles**. Brenda shall be awarded the 2018 Toyota Camry. Antonio shall be awarded the GMC Sierra and the Acura.

c. **Vehicle Loans**. Each party shall be solely responsible for the loan associated with the vehicle or vehicles awarded to that party. Each party shall refinance, pay off, or otherwise remove the other party's name from any loan associated with his or her vehicle. This shall be done within 60 days from the entry of the decree.

d. **Washer and Dryer.** Brenda shall be entitled to receive one-half (1/2) of the fair market value of the washer and dryer, unless they convey with the property. The parties shall reasonably agree upon the fair market value (KSL Market value) of the washer and dryer, and Antonio shall pay Brenda her one-half share within fourteen (14) days after the parties agree upon the value.

e. **Brenda's Remaining Personal Property.** Brenda shall be entitled to receive any of her personal property that remains at the marital residence. Antonio shall reasonably cooperate in identifying, gathering, and making those items available to Brenda. Including any maternity pictures or other family pictures that belong to Brenda.

f. **Children's Personal Property.** The children shall be awarded their own personal belongings, including clothing, toys, and other personal items. Any such items remaining in either parent's possession shall be boxed and made available to the children within fourteen (14) days.

g. **Transfer Documents**. The parties shall sign any documents reasonably necessary to transfer title and ownership of the vehicles as set forth above.

11. ANIMALS:

a. Brenda shall be awarded the parties' dog and shall thereafter be solely responsible for the dog's care, expenses, and ownership.

b. The parties shall reasonably cooperate in locating an appropriate new home for the parties' cat if they desire. Neither party shall unreasonably interfere with or delay the rehoming process.

12. DEBT: Each party shall be solely responsible for all debts held in his or her individual name and shall indemnify and hold the other party harmless from any liability associated with those debts.

13. BANK ACCOUNTS: The parties have already divided bank accounts. Each party shall keep the bank accounts held in his or her individual name.

14. ALIMONY: Neither party shall be awarded alimony. Each party knowingly and voluntarily waives any claim for present or future alimony from the other party.

15. RETIREMENT ACCOUNTS: Each party shall be awarded any retirement, pension, 401(k), IRA, or other retirement account held in his or her individual name, free and clear of any claim by the other party. Each party knowingly waives any marital interest he or she may have in the other party's retirement accounts.

16. TAX EXEMPTIONS:

    a. The parties shall file separate federal and state income tax returns beginning with tax year 2026. Neither party shall file a joint income tax return with the other.

    b. The parties have three minor children. Beginning with tax year 2026, the parties shall alternate which parent is entitled to claim two (2) of the children and which parent is entitled to claim one (1) child for federal and state income-tax purposes, as follows:

        i. Tax Year 2026: Brenda shall be entitled to claim two (2) of the children, and Antonio shall be entitled to claim one (1) child.

        ii. Tax Year 2027: Antonio shall be entitled to claim two (2) of the children, and Brenda shall be entitled to claim one (1) child.

        iii. Thereafter: The parties shall continue alternating annually, such that Brenda shall claim two (2) children in even-numbered tax years and Antonio shall claim two (2) children in odd-numbered tax years. The other parent shall be entitled to claim the remaining child.

    c. Antonio's right to claim any child in a given tax year is expressly conditioned upon Antonio being current on his child-support obligation for that tax year. Antonio shall be

considered current if all child support due through December 31 of the applicable tax year has been paid.

d. If Antonio is not current on his child-support obligation as of December 31 of the applicable tax year, Antonio shall not be entitled to claim any of the children for that tax year, and Brenda shall be entitled to claim all of the children for that tax year.

17. PRIVATE MATERIALS AND ACCOUNT ACCESS:

a. Each party shall permanently delete and destroy any intimate, indecent, private, or sexually explicit photographs, videos, recordings, documents, or other materials depicting or relating to the other party that are within his or her possession, custody, or control, including copies stored on phones, computers, external drives, cloud storage, email accounts, or other electronic platforms.

b. Each party shall also immediately remove himself or herself from, and cease accessing, any email account, social media account, cloud-storage account, financial account, subscription, application, or other online account belonging solely to the other party. Neither party shall retain, use, or attempt to use the other party's passwords, login credentials, authentication methods, or other means of account access.

c. Each party shall take reasonable steps to remove any saved passwords, automatic logins, linked devices, or other continuing access to accounts belonging to the other party.

//

18. MUTUAL RESTRAINING ORDER:

a. The parties shall conduct themselves in a manner that protects the children from unnecessary conflict and promotes a healthy relationship between the children and both parents. Accordingly, the following mutual restraints shall apply:

i. Alcohol and Substance Use. Neither party shall consume alcohol to the point of impairment during his or her parent-time or otherwise be under the influence of alcohol, marijuana, illegal drugs, or any impairing substance while responsible for the care of the children. Neither party shall permit the children to be transported by any person who is impaired.

ii. No Disparagement. Neither party shall speak negatively, disparagingly, or disrespectfully about the other parent in the presence or hearing of the children. Neither party shall permit family members, significant others, or other persons within his or her control to do so in the presence of the children.

iii. No Involving the Children in Adult Conflict. Neither party shall discuss litigation, court proceedings, child support, finances, allegations against the other parent, or other adult disputes with the children or use the children to obtain information about the other parent.

iv. No Use of Children as Messengers. The parties shall not use the children to deliver messages, documents, demands, or other communications between the parents.

v. **Support of the Other Parent's Relationship.** Each party shall encourage and support the children's relationship with the other parent and shall not interfere with, undermine, or attempt to damage that relationship.

vi. **Appropriate Conduct Around the Children.** Each party shall provide the children with a safe, stable, and appropriate environment and shall use reasonable judgment concerning the children's supervision, discipline, transportation, and general care.

vii. **Exchanges and Activities.** The parties shall behave civilly and appropriately at parent-time exchanges, school events, extracurricular activities, medical appointments, and other events involving the children. Neither party shall create unnecessary conflict or confront the other parent in the presence of the children.

viii. **Compliance.** These restraints are mutual and shall apply equally to both parties.

19. ATTORNEY FEES AND COST: Each party shall be responsible for his or her own attorney fees and costs incurred in this action.

****************END OF DOCUMENT****************

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

RULE 7 NOTICE

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

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/Malia Devenenzi
Malia Devencenzi
Jonathan D. Porter
Attorneys for Antonio Ortiz

CERTIFICATE OF SERVICE

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

Jonathan D. Porter (15226) Malia Devencenzi **PORTER LAW FIRM** 707 24th Street, Ste 1-F Ogden, UT 84401 Telephone: 801-336-1520 jonathan@porterfamilylaw.com malia@porterfamilylaw.com	X E-Mailed Facsimile Hand delivery E-Filed

The foregoing was performed on September 22, 2026.

/s/ Tammy Cragun
Paralegal