The Order of the Court is stated below:
Dated: November 12, 2026 04:20:01 PM **/s/** CATHERINE CONKLIN
District Court Judge

Katherine J. McLain (13013)
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IN THE SECOND JUDICIAL DISTRICT COURT,
IN AND FOR WEBER COUNTY, STATE OF UTAH

In the Matter of the Marriage of: SHANEL MENDOZA GUILLEN, Petitioner, and MARIANO A. MENDOZA REYES, Respondent.	**DECREE OF DIVORCE** Case Number: 254901789 Judge: Catherine Conklin Commissioner: Brandon Richards

THIS MATTER comes before the Court on Petitioner's Petition for Divorce and Respondent's Answer and Verified Counter Petition for Divorce. On October 19, 2026, the parties and their counsel appeared for a Judicial Settlement Conference before the Honorable Reuben J. Renstrom, resolved all issues, and placed the terms of their settlement on the record, and each party agreed to be bound by those terms. The Court, having entered its Findings of Fact and Conclusions of Law, and for good cause otherwise appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

The parties are hereby awarded a Decree of Divorce, said Decree to become

final upon its being signed by the Court and entered in the Office of the Second Judicial District Court Clerk.

1. Residence. Shanel is a resident of Weber County, State of Utah, and has been for at least three (3) months immediately prior to the commencement of this action. Mariano is a resident of the State of Utah.

2. Marriage Information. The parties to this action are husband and wife having been married on September 26, 2009, in Ogden, Weber County, State of Utah. The parties separated on August 29, 2025.

3. Grounds for Divorce. During the course of this marriage, the parties have experienced difficulties that cannot be reconciled and that have prevented them from pursuing a viable marriage relationship. A Decree of Divorce shall be entered on the grounds of irreconcilable differences, dissolving the bonds of matrimony, the Decree to become effective immediately upon entering.

4. General Jurisdiction. This Court has general jurisdiction over this matter, pursuant to Utah Code Section 78A-5-102(1).

5. Personal Jurisdiction. This Court has personal jurisdiction over the parties, pursuant to Utah Code Section 78B-3-205 and Utah Code Section 78B-15-604.

6. Venue. Venue is proper in this Court, pursuant to Utah Code Section 78B-15-605.

7. Minor Children. There have been two (2) children born as issue of this marriage, to wit: A.I.M., born October 2010, and A.A.R.M., born November 2013.

8. The minor children are residents of Weber County, State of Utah, and presently reside with Shanel at 4455 S. 3875 W., West Haven, Utah 84401. In compliance with

U.C.A. Section 81-11-209, Respondent verifies that the minor children have resided with their parents during the last five years.

9. Home State Jurisdiction. Utah is the home state of the parties' minor children, pursuant to U.C.A. Section 81-11-101(6), and Utah has jurisdiction over this matter, pursuant to U.C.A. Section 81-11-201(1), in that the minor children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

PARENTING PLAN AND SUPPORT

10. Custody. The parties shall be awarded joint legal custody of the minor children. Shanel shall be awarded primary physical custody of the minor children.

11. Parent-Time. The parties shall have parent-time with the minor children as the parties agree. If the parties are unable to agree, Mariano shall exercise parent-time pursuant to Utah Code Section 81-9-302.

12. Increased Parent-Time. Mariano's current living situation does not provide a living circumstance in which the minor children are able to stay with him. It is anticipated that Mariano will change his living circumstance. When Mariano secures a residence with three (3) bedrooms, Mariano shall be entitled to exercise a 60/40 division of parent-time, with Mariano exercising forty percent (40%) of the overnights, pursuant to the optional parent-time schedule in Utah Code Section 81-9-303.

13. Mariano's exercise of the 60/40 parent-time schedule shall not by itself change child support. Mariano's exercise of the 60/40 parent-time schedule for a substantial period of time shall constitute a substantial change in circumstances, and Mariano may

petition the Court to formally recognize that parent-time schedule and to reduce his child support obligation.

14. The Court shall implement the parties' parenting plan included herein pursuant to Utah Code Section 81-9-203, which they file with a good faith belief that it advances the best interests of the parties' minor children.

15. Holidays. For holidays, the parties shall follow the holiday schedule in U.C.A. Section 81-9-302, and upon commencement of the 60/40 schedule, the holiday schedule in U.C.A. Section 81-9-303. Shanel shall be designated as the "custodial parent" and Mariano designated the "non-custodial parent" for purposes of holiday designation.

16. Summer Parent-Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months, when school is not in session. The parents will notify each other in writing by May 1st of each year of the dates he or she will be exercising his or her summer parent-time. If the summer parent-time selected by the parties conflicts, Mariano will have first option of his summer parent-time in calendar years ending in an even number and Shanel will have first option of her summer parent-time in calendar years ending in an odd number. If the party with first option does not provide written notice by May 1st, the other parent shall be entitled to first option. The summer parent-time cannot interfere with the other parent's holiday parent-time.

17. First Right of Refusal. Each parent will have first option to provide care for the minor children over any other third party if the parent responsible for the minor children

is not available overnight or longer during his or her custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. Transportation. Transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

A. A party exercising the first right of refusal shall provide the transportation both directions;

B. The party with the minor children in his or her care shall be responsible for transporting the minor children to school, and the party who will have the minor children in his or her care following school shall be responsible for ensuring the minor children are picked up from school; and

C. The parties shall share all other parent-time exchanges with the receiving party providing the transportation.

19. Parenting and Educational Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Section 81-9-202 as the binding Parenting Plan. In addition:

A. Both parties will have access to the minor children's school, church, medical and other records and will include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the minor children are participating or being honored, and both parties shall be entitled to attend and participate fully;

B. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information

regarding the minor children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

C. The parties shall notify the other parent of injury or illness involving the minor children as soon as reasonably possible;

D. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate his or her own relationship with these professionals;

E. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, and discipline challenges regarding the minor children;

F. When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent will be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;

G. The parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of the change;

H. The parent who has the minor children in his or her care may make minor day-to-day decisions regarding the minor children without having to consult with the other parent;

I. For emergency purposes, whenever the minor children travel with either parent overnight or longer, the traveling parent shall provide the other parent with an itinerary of travel dates, destinations and places where the traveling parent and minor children can be reached;

J. The parties shall work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability;

K. Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

L. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication and virtual parent-time with the minor children. The parent with the minor children in his or her care will not interfere with the virtual parent-time;

M. The parties will not put the minor children in the middle of their disputes;

N. The parties will not discuss with the minor children or in the minor children’s presence adult issues, including the parties’ legal proceedings or financial issues;

O. The minor children will not be used as messengers between the parents;

P. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;

Q. Each party will have adequate clothing for the minor children at his or her residence;

R. Neither parent shall question the minor children about the other parent's activities, personal relationships or how the other parent spends his or her time or money;

S. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

T. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children;

U. The party with the minor children in his or her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;

V. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

W. Both parents shall have access to the minor children during school hours and the authority to check the minor children out of school during his or her custodial time for emergency purposes or necessary appointments; and

X. The parties will make joint decisions regarding substantial or significant issues affecting the minor children, including the minor children's education,

medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor children, they shall consult with a professional in the field of the dispute. If they are still unable to agree, the parties shall attend mediation prior to litigation. Each party shall be responsible for one-half the cost of the mediation.

20. Mutual Restraining Orders. The parties are mutually restrained from saying or doing anything that would tend to diminish the love and affection of the minor children for the other parent, including demeaning or disparaging the other parent, speaking to the minor children about the issues in this matter, or attempting to influence the minor children's preference regarding custody or parent-time; from harassing, annoying or otherwise bothering the other party or the minor children, or committing any domestic violence or abuse against the other party or the minor children; from allowing third parties to do what the parties are restrained from doing; and from using the other party's name, likeness, image, identification or credit to obtain credit, open an account or obtain any other service. All communication between the parties shall be by email, text or a parenting application, except in medical emergencies, which shall be communicated by telephone immediately.

21. Relocation. If either party moves more than sixty (60) miles away, that party shall provide sixty (60) days advance written notice of the intended relocation to the other parent. The written notice shall contain statements affirming that (i) the parties' parent-

time schedule as set forth herein will be followed, and (ii) neither parent will interfere with the other's parental rights as set forth herein.

22. Travel with Minor Children. For emergency purposes, whenever the minor children travel with either parent out of the state, all of the following shall be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the minor children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the minor children's location.

Child Support

23. For the purpose of child support calculations, Mariano's gross monthly income is $8,450.00. Shanel is imputed a gross monthly income of $3,206.00, which is full-time employment at $18.50 per hour.

24. Using the sole custody worksheet and the incomes described above, Mariano shall pay Shanel $1,350.00 per month for the support of the parties' minor children.

25. Mariano owes no retroactive child support.

26. The support of the minor children shall continue until each child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

27. When the parties' eldest child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award shall be automatically adjusted to reflect the base combined child support obligation pursuant to the Uniform Child Support Guidelines for

the remaining child due child support. The parties shall exchange income verification and recalculate the child support amount at that time.

28. All non-garnished monthly payments of child support shall be due on the first day of each month. Mariano shall pay the monthly child support amount directly to Shanel in a manner designated by Shanel.

Alimony

29. Neither party shall be awarded alimony. Each party waives any claim to alimony from the other, and alimony is forever barred.

30. Under the Temporary Orders entered February 24, 2026, and the Order entered March 26, 2026, Mariano paid a series of the parties' financial obligations in lieu of a specific alimony award. Those payments have been made through October 2026, and nothing further is owed to Shanel. Mariano's obligation to pay those financial obligations terminates on November 1, 2026.

Insurance and Medical Expenses

31. Insurance and Other Expenses. In accordance with U.C.A. Section 81-6-208, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage, if it is available at a reasonable cost through his or her employer. Each party shall pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid for the minor children's portion of the medical, vision and dental insurance as provided in Utah Code Ann. Section 81-6-208.

32. Mariano currently has health insurance for the benefit of the minor children and will

continue to maintain such policy. Shanel shall be responsible for one-half of the minor children's portion of the insurance premium each month.

33. Verification or proof of insurance must be provided to the other party by January 15 every year.

34. Pursuant to Utah Code Ann. Section 81-6-208(9)(b), the children's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy and multiplied by the number of children.

35. Pursuant to Utah Code Ann. Section 81-6-208(8)(a), the parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

36. The party providing health insurance shall provide verification of the health insurance policy and premiums to the other party on behalf of the minor children, and any new health insurance cards received shall be provided to the other party.

37. Both parents shall share equally in all uninsured routine medical and dental expenses, including one-half of expenses for prescriptions, surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, as well as other reasonable and necessary uninsured prescriptions, medical and dental expenses of the minor children, in accordance with Utah Code Ann. Section 81-6-208.

38. The party incurring a healthcare expense on behalf of the parties' minor children shall provide written verification of the cost and payment to the other party within thirty

(30) days of the payment.

39. The other party shall have thirty (30) days from receiving notice to reimburse the party who incurred the expense one-half of the expense.

40. A parent 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 that parent fails to provide the above notice.

41. Pursuant to Utah Code Ann. Section 15-4-6.7, the parties can make payments directly to the minor children's medical providers.

42. Pursuant to Utah Code Ann. Sections 15-4-6.7, 81-3-105, and 81-4-501, when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Ann. Section 81-4-501, Section 81-4-204, or an administrative order under Utah Code Ann. Section 62A-22-326, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order.

Other Child-Related Expenses

43. Cell Phones. The parties shall each pay one-half of the cost of the minor children's cell phones.

44. Extra-Curricular Activities and School Fees. The extracurricular activities of the minor children shall be as the parents can agree. If an activity can be done without affecting the other parent's parent-time, and the parent does not expect the other parent to pay for the activity, then no permission is necessary for the child to

participate. Before enrolling a child in, or discussing with a child, an activity that affects the other parent's parent-time, or for which a parent is requesting that the other parent provide financial support, the parent proposing the activity shall discuss the activity with the other parent. If both parties agree on the activity, then both parties shall share the costs of the activity equally, unless otherwise agreed. The parent proposing an activity may enroll the child without first receiving approval by the other parent; however, the unapproving parent shall not be required to pay for the activity and shall not be required to make the child attend the activity during his or her parent-time.

45. Taxes. Beginning with the 2026 tax year, the parties shall equally share claiming the minor children for tax benefit purposes related to filing federal and state tax returns, with each party claiming one (1) child so long as there are two (2) minor children. At such time as there is only one minor child, the parties shall alternate claiming the child, with Mariano receiving the benefit for tax years ending in an even number and Shanel receiving the benefit for tax years ending in an odd number.

PROVISIONS NOT PART OF THE PARENTING PLAN

46. Real Property. During the marriage, the parties acquired an interest in real property commonly known as 4455 S. 3875 W., West Haven, Utah 84401, Weber County Parcel No. 08-383-0004, and more particularly described as follows: ALL OF LOT 4, BARLOW SUBDIVISION PHASE 1, WEST HAVEN CITY, WEBER COUNTY, UTAH (the "marital home").

47. Shanel shall be awarded the marital home and all right, title and interest in the marital home, subject to the Wells Fargo mortgage, which has an approximate balance

of $88,000.00, and the roof replacement loan, which has an approximate balance of $4,100.00.

48. Equity Payment. Within thirty (30) days of October 19, 2026, Shanel shall pay Mariano $40,000.00 for his interest in the marital home.

49. Refinance or Assumption. Within six (6) months of October 19, 2026, Shanel shall refinance the Wells Fargo mortgage and the roof replacement loan into her sole name, or assume those loans with a release of Mariano's liability, so that Mariano is removed from both obligations. Upon receipt of the $40,000.00 payment and completion of the refinance or assumption, Mariano shall execute a quitclaim deed conveying his interest in the marital home to Shanel.

50. Sale of the Marital Home. If Shanel is unable to refinance or assume the Wells Fargo mortgage and the roof replacement loan within six (6) months of October 19, 2026, the marital home shall be sold to remove Mariano's name from the mortgage. The marital home shall be listed for sale. At closing, the net proceeds shall first be applied to the Wells Fargo mortgage, the roof replacement loan and the costs of sale, then to any portion of the $40,000.00 payment to Mariano that remains unpaid, and the remaining net proceeds shall be paid to Shanel.

51. Beginning November 1, 2026, Shanel shall be solely responsible for all financial obligations concerning the marital home, including the mortgage, the roof replacement loan, property taxes, insurance, utilities and maintenance, and shall hold Mariano harmless from those obligations. Shanel shall transfer all utilities, insurance and expenses related to the marital home solely in her individual name by November 1,

2026.

52. Business. During the marriage, Mariano acquired a fifty percent (50%) interest in FlatRock Specialties LLC, a business he owns with his father. Mariano shall be awarded his entire interest in FlatRock Specialties LLC, including all inventory, equipment, assets and receivables associated with the business, free of any claim by Shanel. Mariano shall be responsible for and shall hold Shanel harmless from all payables, encumbrances and other obligations associated with the business.

53. Mariano shall be awarded his tools and the FlatRock equipment located at the marital home, including the ride-on trowel, walk-behind trowel, air compressor, power washer, drywall tools and power tools. Shanel shall make those items available for Mariano to retrieve within fourteen (14) days after entry of the Decree of Divorce.

54. Retirement Accounts. Shanel shall be awarded the retirement account in her name, free of any claim by Mariano.

55. Financial Accounts. Beginning November 1, 2026, each party shall be awarded the bank, credit union and other financial accounts in his or her own name, free of any claim by the other party. The parties shall work together to remove the other party from any joint account or to close any joint account, so that the parties have no further financial connection.

56. Debts. Each party shall be responsible for the debts in his or her own name and shall hold the other party harmless from those debts. Shanel shall remove Mariano from the roof replacement loan and any other obligation associated with the marital home as set forth above.

57. The payment of the debts set forth above shall be non-dischargeable in bankruptcy. The party not obligated to pay a joint obligation shall do the following: (a) send a copy of the Decree to each joint creditor that he or she is not required to pay that joint debt; (b) notify that joint creditor of the current separate address for each party; (c) inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract, and that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint debt unless the creditor has first made a demand for payment on the party who was required to pay the debt; and (d) with respect to a creditor for medical expenses provided to a minor child, notify the creditor that a claim for unpaid medical expenses may not be made against the parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent.

58. Vehicles. Each party shall be awarded the vehicle he or she currently drives, subject to any debt associated with that vehicle, and shall hold the other party harmless from that debt.

59. Personal Property. Prior to and during the course of the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items. The parties shall equitably divide the personal property acquired during the course of the marriage. If the parties cannot agree on an equitable division of the property, each party shall make a detailed list of the items in the home, the value of the items, and a proposed distribution of the items. The parties shall immediately exchange all items whose

distribution is not in dispute and shall attend mediation to resolve any disputes as to further distribution.

60. Family Pets. Shanel shall be awarded the family animals and shall be responsible for all costs of their care, including veterinary expenses.

61. Name. Shanel may resume use of her maiden name, Guillen, and the Decree of Divorce shall act as her name change court order.

62. Attorney Fees. Each party shall pay his or her own attorney fees and costs.

63. Each party shall execute and deliver any necessary documents to transfer the title and ownership of the property of the parties pursuant to the Decree entered in this matter.

64. Any and all property and money received or retained by either party pursuant to the divorce shall be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded herein, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to him or her.

65. If either party fails in the performance of any of his or her obligations under the Decree, the aggrieved party shall have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or her, including an award of attorney fees for the breach.

[THIS DOCUMENT CONCLUDES HERE; SIGNATURES ARE FOUND ON FIRST PAGE.]

CERTIFICATE OF SERVICE

You will please take notice that the undersigned attorney for Respondent will submit the foregoing **DECREE OF DIVORCE** to the court for signature upon the expiration of seven (7) days from your receipt of this notice pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure. I hereby certify that on this 4th day of November 2026, I delivered true and correct copy(s) of the same to the following party(s) via electronic mail:

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/s/ Katherine J. McLain