The Order of the Court is stated below:
Dated: November 17, 2026 11:01:03 AM **/s/** CATHERINE CONKLIN
District Court Judge

J. Jarom Bishop (12297)
Laura Nelson (19634)
BISHOP LAW, P.C.
1771 North Main Street, Ste. 4
Layton, Utah 84041
Telephone: (801) 452-6007
Email: laura@jjbishoplaw.com
Please cc: ally@jjbishoplaw.com

Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER STATE OF UTAH

ANNA B. RUEDA, **Petitioner,** **and** **GUSTAVO RUEDA,** **Respondent.**	**DECREE OF DIVORCE** **Case No.: 244900721** **Judge: Catherine Conklin** **Commissioner: Brandon Richards**

Anna B. Rueda/Petitioner having filed a Petition for Divorce against the Gustavo Rueda/Respondent, the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation 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. 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. CUSTODY AND PARENT-TIME:

a. Physical custody. Petitioner should be awarded the primary physical custody, care, and control of the minor children of the parties.

b. Parent-time. Respondent 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.

c. 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.

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

e. Legal custody. The parties shall share joint legal custody of the children.

i. With respect to minor day-to-day decisions, the parent in charge of the children during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the children, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

ii. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in

good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the children, the parties shall adhere to the following dispute resolution procedure:

1. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
2. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
3. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
4. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
5. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
6. Presumptive Decision Making: If the parties are still unable to come to an agreement, Mother shall have presumptive final decision-making authority.

7. Court Review: Father shall have the right to challenge any such decision by way of court review to determine whether the decision is contrary to the best interests of the minor children.

8. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

iii. Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court

f. Transportation. The parties should equally divide the transportation between them as follows: each party should retrieve the minor child from the other parties' residence or reasonably designated location, unless otherwise agreed by both parties.

g. Relocation. Pursuant to Utah Code §81-9-209, if either party relocates more than 150 miles away from their current residence, then the relocating party should comply therewith.

h. Children's Passports. The parties shall cooperate in obtaining and maintaining current passports for the minor children. The party shall ensure that the parent who is traveling internationally with the children has the passports books in his/her possessions no less than 30 days prior to departure. Neither party shall unreasonably withhold consent for international travel, and neither party shall refuse to cooperate with signing/notarizing documentation needed to allow the minor children to travel internationally with the other parent.

3. CHILD SUPPORT:

a. For child support purposes, Petitioner's income should be imputed at $1,625 per month and Respondent's income should be imputed at $7,400 per month.

b. Based on the Utah Child Support Guidelines, Respondent should be ordered to pay Petitioner child support in the amount of $1,449 per month commencing July 1, 2026.

c. Pursuant to Utah Code §78B-12-112, 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. Respondent is considered current so long as he has paid the full amount by the last day of the 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 §62A-11-403, an order authorizing Universal Withholding of Relief may issue if the obligor becomes thirty (30) days delinquent in the payment of child support.

4. CHILDCARE:

a. Pursuant to Utah Code §78B-12-215 the parties should equally share any out-of-pocket childcare costs incurred solely for the purpose of working or attending school.

b. Pursuant to Utah Code §78B-12-214 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 child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.

c. 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.

d. 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.

5. HEALTH INSURANCE:

a. Code. Pursuant to Utah Code §81-6-208, the parent who can obtain and maintain health insurance coverage for the children at the most reasonable rate and cost shall do so.

b. Apportionment of Medical Insurance Premium. Each party should pay one-half (½) of the minor children'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 §30-3-5.4 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.

6. INCOME TAX DEDUCTIONS:

a. Three children. Petitioner should be awarded the right to claim two children in even years and one child in odd years. Respondent should be awarded the right to claim two children in odd years and one child in even years.

b. Two children. Petitioner should be awarded the right to claim one child and the Respondent should be awarded the right to claim one child.

c. One child. Petitioner should be awarded the right to claim the child in even years. Respondent should be awarded the right to claim the child in odd years.

d. Pursuant to Utah Code §81-06-210, if Respondent is not current in his child support obligation the tax exemption should automatically revert to Petitioner.

e. 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.

7. REAL PROPERTY: That the parties acquired a home and real property [“Home”] located at 4023 South 700 West, Riverdale, Utah 84405. The parties will sell the home. Joe Gordon CDRE (Certified Divorce Real Estate Expert) will be appointed as their Realtor to manage the sale of the home. The home will be listed for sale within 30 days of the signing of the stipulation. The parties will follow the recommendations of their Realtor regarding listing price, reasonable offers, counteroffers, reductions in price, etc. The parties will also follow the advice of their Realtor regarding recommended preparation, repairs and maintenance necessary to sell the home for the best price and will split these costs equally from the proceeds at closing. The parties shall divide the net equity in the home equally 50/50 within the exception that the Parties' debts as listed below shall first be paid from sale of the home. Next the remaining equity shall be divided equally with the exception as stated in the alimony provision that Petitioner shall receive $35,000 from respondents equity as her lump sum of alimony.

a. Until sold, the house shall be awarded to Petitioner for exclusive possession. Respondent shall not enter the home unless mutually agreed upon in writing.

b. That the parties should be restrained from encumbering the home or using the equity as collateral for any type of loan without written agreement from the other party.

8. PERSONAL PROPERTY:

a. Petitioner should be awarded the personal property currently in her possession.

i. Dodge Journey 2011 vehicle

b. Respondent should be awarded the personal property currently in his possession.

i. Nissan Titan 2018 truck

c. 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.

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

9. DEBTS:

a. The parties have the following marital debts:

i. Intermountain Medical Bills ($830.49).

ii. American Express Credit Card ($20,822.75).

b. The parties shall pay all debt from the sale of the home prior to the equity being divided.

10. RETIREMENT BENEFITS:

a. That the parties should equally divide the parties' retirement and related investment accounts pursuant to the Woodward Formula (½ of all growth and principal of the account that accrued during the course of the marriage). For the purpose of division, any withdrawals made since the parties date of separation on February 1, 2024 should be added back to the balance of the accounts. A Qualified Domestic Relations

Order ("QDRO") should be issued from this Court to assist the parties in dividing the foregoing.

i. Division Date will be the parties' date of separation which is February 1, 2024.

ii. The parties shall equally split the cost of the QDRO to divide the account.

iii. The Plan Administrator for the Respondent's retirement account is presently unknown. The parties should exchange this information within thirty (30) days of the entry of the Decree of Divorce.

b. That the parties should exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange should occur within sixty (60) days of the entry of the Decree of Divorce and each party should cooperate and execute all documents necessary to effectuate the transfer of their retirement and related investment accounts.

11. ALIMONY:

a. The parties agree that Petitioner shall receive $35,000 lump sum from Respondents portion of the equity in the home as a lump sum payment in lieu of alimony.

12. MAIDEN NAME: That Wife should be restored to her maiden name of Fernandez if she so desires.

13. ATTORNEYS FEES:

a. 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.

14. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

a. Each party should immediately deliver all property awarded to the other party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the orders of this Decree of Divorce.

b. Each party should immediately notify their respective creditors of the terms of the Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.

c. Unless otherwise agreed the foregoing should be completed within sixty (60) days of the entry of the Decree of Divorce.

****** 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 days unless a written objection is filed within that time period.

DATED June 25, 2026

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/ Trever Fugate
Trever Fugate
Attorney for Gustavo Rueda

BISHOP LAW, P.C.

/s/ *Laura Nelson*
Laura Nelson
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2026 a true and correct copy of the foregoing ***Decree of Divorce*** was served via one or more of the following methos (1) electronic notification, (2) first class mail (postage prepaid), (3) text messaging, and/or (4) email, to the following:

Trevor Fugate
Attorney for Respondent

/s/ Allison Martin
Paralegal