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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: YESICA MARYLIN MORA
5767 SOUTH OZONE CIRKEARNS, UTAH 84118



IN THE THIRD JUDICIAL DISTRICT COURT,
SALT LAKE COUNTY, STATE OF UTAH

IN RE THE MARRIAGE OF: YESICA MARYLIN MORA, vs. CHRISTIAN URIEL MORA-GALVEZ	VERIFIED COMPLAINT FOR DIVORCE Case No. 224903986 Honorable Randall Skanchy Commissioner Joanna Sagers
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Yesica complains and for cause of action against Christian, alleges as follows:

1. Residency. That Yesica is a resident of Salt Lake County, State of Utah, and has been for more than three months immediately prior to the filing of the Complaint in this matter.
2. Marriage Information. That Yesica and Christian were married on the 5th day of June, 2017 in Norwalk, California.
3. Separation Information. That Yesica and Christian separated on or about February 5, 2022.

4. Grounds. That Yesica and Christian have experienced irreconcilable differences which cannot be resolved, and such has made it impossible for the marital relationship to continue.
5. That the parties have no children and no children are expected.
6. Alimony. That Yesica should be awarded alimony in a reasonable monthly sum.
7. Real Property. That during the course of the marriage Yesica and Christian have acquired a home and real property located at 5767 South Ozone Circle, Kearns, Utah 84118.
8. That the home is currently listed for sale.
9. That once the home is sold, the proceeds should be divided as follows:
 - a. Any and all mortgages on the property should be retired.
 - b. Any and all closing costs should be paid.
 - c. The remaining proceeds should be evenly divided by the parties.
10. Personal Property. That during the course of the marriage, Yesica and Christian have acquired certain items of personal property.
11. That the majority of the property has already been divided. To the extent there is any remaining personal property, said property should be equitably divided.
12. Debts and Obligations. That Yesica should be responsible for the debt in her individual name.
13. That Christian should be responsible for the debt in his individual name.
14. That upon information and belief, the parties have no joint debt.

15. That Yesica should indemnify and hold Christian harmless on all debts and obligations Yesica is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

16. That Christian should indemnify and hold Yesica harmless on all debts and obligations Christian is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

17. That if either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not made in a timely manner, the secured asset should be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent asset, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

18. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties should not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

19. That each party should make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

20. That Yesica and Christian should each assume and pay all debts and obligations incurred by them subsequent to the date of separation.

21. Savings Accounts and Checking Accounts. That during the course of the marriage, Yesica and Christian have acquired certain savings and checking accounts.

22. That Yesica should be awarded the accounts in her individual name.

23. That all remaining accounts should be equitably divided.

24. Retirement. That Yesica should be awarded any and all retirement in her individual name.

25. That all remaining retirement accounts should be equitably divided.

26. Vehicles. That Yesica should be awarded the Subaru and any debt associated with said vehicle.

27. That Christian should be awarded 2012 Dodge and any debt associated with said vehicle.

28. Restoration of Maiden Name. That Yesica's maiden name should be restored to her upon entry of the Decree of Divorce, if she so chooses.

29. Pets. That Yesica should be awarded the two dogs.

30. Attorney Fees: That in the event this matter is uncontested, both Yesica and Christian should assume and pay their individual court costs and attorney fees; however, in the event this matter is contested, Yesica should be awarded judgment against Christian for her court costs and attorney fees incurred herein.

31. Initial Disclosures Requirement. That attached hereto, marked Exhibit "A", is a notice advising Christian of the Utah Rules of Civil Procedure Initial Disclosures Requirement.

32. Deeds and Other Documents. That each party should execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court, including but not limited to titles and deeds.

33. Default. That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default should be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

34. Full Disclosure. That in the event a party does not disclose all assets to the other party, the party discovering the undisclosed asset or assets should be awarded the entire asset or assets.

35. Notice to Creditors.

- a. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.
- b. Therefore, the party not obligated to pay a joint obligation should:
 - i. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
 - ii. Notify that joint creditor of the current address for each party.

iii. Inform that 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 also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

36. Notice to Medical Expense Creditors.

- a. Pursuant to Utah Code Ann. §§15-4-6.7, 30-2-5 and 30-3-5(1)(c), as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §§30-3-5, 30-4-3, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. §62A-11-326, a creditor who has been provided 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 the medical and dental expenses required to be paid by that parent under the order.
- b. Therefore, each party should:

- i. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
- ii. Notify the particular creditor of the party's current address.
- iii. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Utah Code Ann. §70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

37. Other and Further Relief. That the Court award to Yesica other and further relief as the Court deems reasonable in the premises.

WHEREFORE, Yesica prays for judgment as follows:

1. For a Decree of Divorce dissolving the bonds of matrimony.
2. That alimony be awarded as set forth above.
3. That the real and personal property be divided as set forth above.
4. That the debts and obligations of the parties be paid as set forth above.
5. That all checking and savings accounts be divided as set forth above.

6. That all retirement accounts be awarded as set forth above.

7. That Yesica's former name be restored to her upon entry of the Decree of Divorce herein as set forth above.

8. That attorney fees be awarded as set forth above.

DATED this 19th day of July, 2022.

OLSEN & OLSEN, L.L.C.

By: /s/ Beau J. Olsen
BEAU J. OLSEN
Attorney for Yesica

VERIFICATION

YESICA MORA, being first duly sworn, deposes and says that she is the complainant in the above-entitled matter, that she has read the foregoing **VERIFIED COMPLAINT FOR DIVORCE**, knows the contents thereof, and that the same is true to the best of her knowledge and belief under criminal penalty under Utah Code §78B-18a-106 and the laws of the State of Utah.

DATED this 19th day of July, 2022.

/s/Yesica Mora
Yesica Mora



DocQuery

Parcel Number • 20-14-151-007-0000

Active Parcel Number

Acreage • 0.2000

Address • 5767 S OZONE CIR • KEARNS • 84118

Owner of Record

MORA-GALVEZ, CHRISTIAN URIEL

Legal Description • Property Description For Taxation Purposes Only

LOT 23, WOODVIEW HEIGHTS SUB #1 5650-1289 6452-2365 9440-329 6514-1229 8402-2072,2090 8712-1850,1867 9295-0840,0842 9919-5397