

Ruben Alain De la cruz-hernandez

Name

371 majestic st

Address

Kaysville, Utah 84037

City, State, Zip

801-336-0681

Phone

rubendelacruz1193@gmail.com

Email

In the Court of Utah

SECOND Judicial District DAVIS County

Court Address 800 WEST STATE STREET, FARMINGTON, UT 84025

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Ruben Alain De la cruz-hernandez

(name of Petitioner)

and

Iris B De la cruz

(name of Respondent)

Other parties (if any)

Divorce Decree

264700327

Case Number

David J Williams

Judge

Commissioner (domestic cases)

The court decrees:

Divorce

1. Ruben Alain De la cruz-hernandez is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Ruben Alain De la cruz-hernandez. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Ruben Alain De la cruz-hernandez** and **Iris B De la cruz** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Lara De la cruz**

Date of Birth: **Sep 29, 2020**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Lara De la cruz**

Date of Birth: **Sep 29, 2020**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jul 1, 2025**

Address: **371 majestic st, Kaysville, Utah 84037 United States**

(1).

Caretaker at this address: **Ruben De la cruz**

Caretaker current address: **371 majestic st, Kaysville, Utah 84037 United**

States

(2).

Caretaker at this address: **Iris B De la cruz**

Caretaker current address: **847 N Shepard Crk Pkwy, Apt A213, Farmington , Utah 84025 United States**

ii.

Move-out Date: **Jun 30, 2025**

Move-in Date: **Nov 15, 2022**

Address: **175 E state St , Apt W6, Farmington, Utah 84025 United States**

(1).

Caretaker at this address: **Ruben De la cruz**

Caretaker current address: **371 majestic st, Kaysville, Utah 84037 United States**

(2).

Caretaker at this address: **Iris B De la cruz**

Caretaker current address: **847 N Shepard Crk Pkwy, Apt A213,
Farmington , Utah 84025 United States**

iii.

Move-out Date: **Nov 14, 2022**

Move-in Date: **Nov 20, 2016**

Address: **175 E state st , Apt E2, Farmington, Utah 84025 United States**

(1).

Caretaker at this address: **Ruben De la cruz**

Caretaker current address: **371 majestic st, Kaysville, Utah 84037 United
States**

(2).

Caretaker at this address: **Iris B De la cruz**

Caretaker current address: **847 N Shepard Crk Pkwy, Apt A213,
Farmington , Utah 84025 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Ruben Alain De la cruz-hernandez** and **Iris B De la cruz**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Ruben Alain De la cruz-hernandez** and **Iris B De la cruz** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Ruben Alain De la cruz-hernandez** and **Iris B De la cruz**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint

Physical Custody. **Ruben Alain De la cruz-hernandez** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Ruben Alain De la cruz-hernandez's** home **156** overnights each year and in **Iris B De la cruz's** home **209** overnights each year.

Parent-time

9. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

a. **The Parties agree to a baseline parenting schedule wherein Ruben De la cruz shall have parenting time from Sunday at 6:00 p.m through Wednesday at 6:00 p.m. and Iris De la cruz shall have parenting time from Wednesday at 6:00 p.m. through Sunday at 6:00 p.m. Notwithstanding this baseline schedule, the Parties agree to maintain a flexible approach. The Parties may mutually agree at any time to temporarily deviate from this schedule, swap days, or make adjustments to accommodate their respective days off and the best interests of the child.**

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Ruben Alain De la cruz-hernandez	Iris B De la cruz
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or	Odd years	Even years

Holiday	Period	Ruben Alain De la cruz-herandez	Iris B De la cruz
	(b) at 8 a.m. on the day following the end of fall break if there is no school.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with	Even years	Odd years

Holiday	Period	Ruben Alain De la cruz-hernandez	Iris B De la cruz
	the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years: Iris B De la cruz is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years: Ruben Alain De la cruz-hernandez is the father	
Summer Break	Ruben Alain De la cruz-hernandez will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Ruben Alain De la cruz-hernandez. Ruben Alain De la cruz-hernandez will have an additional two weeks of extended Summer Parent-time at the option of Ruben Alain De la cruz-hernandez, subject to weekday parent-time for Iris B De la cruz, but not weekends normally exercised by Iris B De la cruz. Ruben Alain De la cruz-hernandez will notify Iris B De la cruz of the summer break extended parent-time by May 1 each year. Iris B De la cruz will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Iris B De la cruz. Iris B De la cruz will notify Ruben Alain De la cruz-hernandez of the summer break extended parent-time by May 15 each year. If the notification by Ruben Alain De la cruz-hernandez is not timely, Iris B De la cruz may determine the schedule for extended parent-time for Ruben Alain De la cruz-hernandez, so long as Iris B De la cruz has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Iris B De la cruz's	Iris B De la cruz will have parent-time each year on Iris B De la		All years

Holiday	Period	Ruben Alain De la cruz-hernandez	Iris B De la cruz
Birthday	cruz's birthday from 3:00 p.m. until the following morning when Iris B De la cruz delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Ruben Alain De la cruz-hernandez's Birthday	Ruben Alain De la cruz-hernandez will have parent-time each year on Ruben Alain De la cruz-hernandez's birthday from 3:00 p.m. until the following morning when Ruben Alain De la cruz-hernandez delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

Transfer at beginning of parent-time will be by **Ruben Alain De la cruz-hernandez** picking up/dropping off the children at this address:

Rose Cove Apartments
847 N Shepard Crk Pkwy
Farmington, Utah 84025
385-243-5937
irisbdelacruz4393@gmail.com

Transfer at end of parent-time will be by **Iris B De la cruz** picking up/dropping off the children at this address:

Ruben Alain De la cruz-hernandez's home
371 majestic st
Kaysville, UT 84037
8013360681
rubendelacruz1193@gmail.com

Curbside transfers

12. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

13. Each parent will make day-to-day decisions for the children during the time they are

caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

14. The school the children will attend is based on **Iris B De la cruz's** home residence.

15. Ruben Alain De la cruz-hernandez and Iris B De la cruz has authority to check the children out of school. Ruben Alain De la cruz-hernandez and Iris B De la cruz has access to the children during school. If the parents cannot agree, education decisions will be made by Iris B De la cruz.

Communication with each other

16. Parents will communicate with each other by any method.

Communication with the children

17. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

18. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than **21** days, the parent arranging the travel will notify the other parent at least **60** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **30** days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **Any parent intending to travel with the children more than 100 miles from each parties home will need to be**

notified the day before.

Child care

23. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Over the age of **18**.

Relocation of a parent (Utah Code 81-9-209)

24. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

25. If either parent lives more than 149 miles away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to ½ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

30. Other agreements about resolving disputes:

b. **The parties agree that if they cannot reach an agreement, they will first consult an appropriate professional in the relevant area. if still unable to resolve the dispute, the parties agree to return to mediation.**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Ruben Alain De la cruz-hernandez) (Utah Code 81-6-203)

32. **Ruben Alain De la cruz-hernandez's** gross monthly income for child support purposes is **\$2729**. **Ruben Alain De la cruz-hernandez** receives the following gross monthly income:

Income: Respondent (Iris B De la cruz) (Utah Code 81-6-203)

33. **Iris B De la cruz's** gross monthly income for child support purposes is **\$2687**. **Iris B De la cruz** receives the following gross monthly income:

34. The adjusted gross monthly income for **Iris B De la cruz** is **\$2687**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. **Ruben Alain De la cruz-hernandez** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are The parties agree that Ruben De la Cruz will pay child support to Iris De la Cruz in the amount of \$250 per month, and will continue until the child reaches the age of 18 or graduates from high school, whichever occurs later..

36. It is in the best interest of the children that be ordered to pay child support to as follows:

- a. **\$250.00** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

37. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

38. Child support will be paid as follows:

The parties agree that payments will be made via venmo, Paypal, or bank transfer.

39. The issue of past-due child support may be decided by future court or administrative action.

40. **Ruben Alain De la cruz-hernandez** will pay any ORS fees. If is the ORS applicant and the fees are withheld from payments to , will reimburse .

41. The parties must notify each other within 30 days of any change in their income.

42. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

43. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

44. **Ruben Alain De la cruz-hernandez** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Iris B De la cruz** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 81-6-208)

45. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

46. **Iris B De la cruz** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Iris B De la cruz's** insurance will be primary coverage.
- **Ruben Alain De la cruz-hernandez's** insurance will be secondary coverage.

b. If a parent remarries and that parent's 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 coverage will be as follows:

- **Iris B De la cruz's** spouse's insurance will be primary coverage.
- **Ruben Alain De la cruz-hernandez's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be

able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

47. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

48. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

49. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

50. Vehicles will be divided as follows:

a.

Year: **2017**

Make: **Toyota**

Model: **Corolla**

VIN: **N/A**

Owner (before divorce): **Ruben De la cruz**

Current value: **\$11,430.00**

Amounts Estimated: **no**

Ownership After Divorce: **Ruben Alain De la cruz-hernandez**

Loan: **N/A**

b.

Year: **2022**

Make: **Nissan**

Model: **Rogue**

VIN: **N/A**

Owner (before divorce): **Ruben De la cruz, iris b de la cruz**

Current value: **\$18,130.00**

Amounts Estimated: **no**

Ownership After Divorce: **Iris B De la cruz**

I.

Lender: **America first credit union**

Address: **P.O.Box 9199 Ogden, Utah 84409**

Date Acquired: **N/A**

Amount Owed: **\$13,125.57**

Amounts Estimated: **no**

Monthly Payment: **\$545.15**

The debt will be paid as follows: **Ruben Alain De la cruz-hernandez will pay half of the debt. Iris B De la cruz will pay half of the debt. Iris B De la cruz will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

51. Bank and credit union accounts will be divided as follows:

a.

Account Number: **1197**

Account Type: **Checking, Savings**

Institution Name: **America first credit union**

Address: **P.O.Box 9199 Ogden, Utah 84409**

Date Opened: **N/A**

Balance (US Dollars): **\$11,492.00**

Estimated: **no**

Owner: **Ruben Alain De la cruz-hernandez and Iris B De la cruz**

Co-Owner(s): **N/A**

Divide as follows: **The parties acknowledge and agree that they have already divided their shared bank funds to their mutual satisfaction. Specifically, prior to the execution of this Agreement, Ruben De la cruz received Five Thousand Seven Hundred Forty-Six Dollars and Zero cents (\$5,746.00) and Iris De la cruz received Five Thousand Seven Hundred Forty-Six Dollars and Zero cents (\$5,746.00). Both parties confirm receipt of these funds and agree that no**

further division or transfer of these specific funds is required.

52. This other property will be divided as follows:

The parties acknowledge that they have acquired certain tangible personal property, including household goods, furniture, and furnishings. The parties agree to divide this property to their mutual satisfaction. Upon taking possession of their agreed-upon items, each Party shall own such property free and clear of any claim by the other. Each Party shall retain their own personal effects, including but not limited to clothing, footwear, personal jewelry, toiletries, and grooming equipment, free and clear of any claim by the other party.

Debts

53. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Medical Debt

a.

Account Number: **2627**

Institution Name: **U Health**

Address: **675 Arapeen Drive Salt lake city, UT 84101**

Amount owed on debt (in US Dollars): **\$340.00**

Minimum Monthly Payment (in US Dollars): **\$50.00**

Owner: **Iris De la cruz**

The debt will be paid as follows: Ruben Alain De la cruz-hernandez will pay half of the debt. Iris B De la cruz will pay half of the debt. Iris B De la cruz will provide a copy of the divorce decree to the lender.

b.

Account Number: **3580**

Institution Name: **U Health**

Address: **127 South 500 East, Suite 100 Salt lake city, UT 84102-1959**

Amount owed on debt (in US Dollars): **\$936.98**

Minimum Monthly Payment (in US Dollars): **\$41.00**

Owner: **Iris De la cruz**

The debt will be paid as follows: Iris B De la cruz will pay the entire debt. Iris B De la cruz will provide a copy of the divorce decree to the lender.

Real property

54. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

55. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

56. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

57. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **9294**

Plan Name: **401(k)**

Plan Administrator: **REH SERVICES COMPANY**

Company Name: **REH SERVICES COMPANY**

Address: **550 E South Temple Salt Lake City, UT 84102**

Date Opened: **Oct 1, 2016**

Plan Value: **\$48473.54**

This plan is in the name of: **Ruben Alain De la cruz-hernandez**

Divide as follows: **The retirement money should be awarded by dollar amount.**

Ruben Alain De la cruz-hernandez should be awarded \$18473.54 and Iris B De la cruz should be awarded \$30000. Ruben Alain De la cruz-hernandez should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.

b.

Account Number: **0330**

Plan Name: **The University of Utah defined contribution retirement plan**

Plan Administrator: **University of Utah**

Company Name: **University of Utah**

Address: **201 S Presidents Circle, RM 159 Salt Lake City, UT 84112**

Date Opened: **Jan 1, 2024**

Plan Value: **\$14272.24**

This plan is in the name of: **Iris B De la cruz**

Divide as follows: **The entire account should be awarded to Iris B De la cruz.**

Duty to sign documents

58. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

06/05/26

Date

Signature



Judge

Signature



Date

Commissioner

Approved as to Form.

Other Party

Signature



Other Party

Name

Iris B De la cruz

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Iris B De la Cruz**

Method of service: **Email**

Address: **irisbdelacruz4393@gmail.com**

Date of Service: **Jun 4, 2026**

06/04/2026

Date

Signature



De la Cruz

Printed
Name

Ruben De la cruz
