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IN THE SECOND JUDICIAL DISTRICT COURT – FARMINGTON

IN AND FOR DAVIS COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF: **DECREE OF DIVORCE**

MARICELA CRUZ,

Petitioner,

and

SAUL CRUZ,

Respondent.

Civil No. 244700728

Judge David J Williams

Commissioner Julie Winkler

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having received the *Stipulation and Settlement Agreement* which was placed on the record and agreed upon in open court by the parties on July 15, 2026, and further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with the parties' *Stipulation and Settlement Agreement* finding said Agreement fair, equitable and in the best interests of the parties, and otherwise being fully advised in the

premises, for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE as follows:

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and the parties are hereby awarded a Decree of Divorce from each other, to become absolute and final upon entry by the Court.

PROVISIONS RELATING TO JURISDICTION

1. Petitioner is a bona fide and actual resident of Davis County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.
2. Respondent is a bona fide and actual resident of Davis County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.
3. The parties were married on May 25, 1990, in Mexico. The parties separated on or about May 2024.
4. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. §81-4-402(1); the parties are actual residents of the State of Utah and County of Davis.

PROVISIONS RELATING TO GROUNDS

5. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

PROVISIONS RELATING TO CHILDREN

6. All of the parties' children have reached the age of majority, and there are no

minor children at issue in this marriage.

PROVISIONS RELATING TO ALIMONY

7. Respondent shall pay Petitioner \$3,200 a month in alimony through the end of December 2040. Alimony shall automatically terminate upon Respondent's death, or upon Petitioner's death, marriage, or cohabitation with another person.

8. So long as Petitioner lives at her current residence, alimony shall be paid in part directly to the mortgage provider of her current residence in the amount of the current mortgage, with the remainder being paid directly to Petitioner. Should Petitioner move from the residence, alimony shall be paid directly to Petitioner.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

9. During the course of the marriage, the parties have acquired certain bank and financial accounts. Said financial accounts shall be divided as follows:

- a. Each party shall retain their respective accounts free and clear of any claim from the other.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

10. During the course of the marriage the parties did not acquire any retirement assets.

PROVISIONS RELATING TO BUSINESS INTERESTS

11. There are business interests between the parties in the form of a business named Prosperity Drywall, LLC. This business and its assets shall be awarded to Respondent, free and clear of any claim from Petitioner. Any business assets not mentioned herein are awarded to the party whose name is listed on the business.

PROVISIONS RELATING TO PERSONAL PROPERTY

12. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided equitably as the parties agree.
- a. Petitioner shall be awarded the Lexus and Escalade and all equity contained therein, free and clear of any claim from Respondent.
 - b. Respondent shall be awarded the 2011 Porche Panamera free and clear of any claim from Petitioner.
 - c. Respondent shall be awarded his gold chain necklaces (4) and large gold ring, which are currently in Petitioner's possession. These items shall be returned within 30 days of the Decree of Divorce.
13. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicles they are awarded.
14. Other martial property shall be divided as the parties agree.

PROVISIONS RELATING TO REAL PROPERTY

15. During the course of the marriage, the parties did not acquire any real property.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

16. During the course of the marriage, the parties have acquired certain debts, which shall be divided as follows:
- a. Petitioner shall be solely responsible for any debts in her own name.
 - b. Respondent shall be solely responsible for the MACU debt and Wilshire Consumer Credit loan.
17. Other than the auto loans and debts attached to real property-discussed elsewhere

in this document- each party shall be ordered to assume, pay, and hold the other party harmless from liability on all debt in his or her own name.

18. The parties shall be restrained from incurring any debt or obligation on any joint account and on any account in the name of the other party.

19. Pursuant to Utah Code Ann. §81-4-406(3)(b), the parties shall notify respective creditors or obliges regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

20. The parties shall be subject to the following Mutual Restraining Order:

a. Both parties are mutually restrained from harassing, annoying, swearing at, demeaning, or otherwise bothering the other party in person or online. Should the parties need to communicate, communication shall be respectful.

b. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.

ATTORNEY FEES

21. Each party shall pay their own attorney's fees.

MISCELLANEOUS PROVISIONS

22. Petitioner may revert her last name to her maiden name of Gonzalez if so desired.

23. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

24. The Court shall grant other relief as the Court deems to be equitable.

SO ORDERED

COURT SIGNATURE AT TOP

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Decree was served by the means indicated in the Certificate of Service, on the 4th day of August, 2026, to Counsel for Petitioner. Notice of objections to these pleadings must be submitted to the Court and counsel within seven days after service (10 days for mailed documents). Should no objections to these pleadings be submitted to the Court and counsel within seven days after service, these pleadings shall be presented to the Court along with a Request to Submit for entry and signature by the Court.

/s/ Michael T. Thornock
STOWELL CRAYK, PLLC
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of August, 2026, the office of Michael T. Thornock electronically filed the foregoing **DECREE OF DIVORCE** with the Clerk of the Court using the ECF system and sending automatic notification to the following:

Michael Zilles
Attorney for Petitioner

/s/ Michael T. Thornock