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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY

SALT LAKE, STATE OF UTAH

In the Matter of the Marriage of

MIGUEL ESTUARDO MATUL PALMA, and
ALMA CRISTAL ALVAREZ ESCAMILLA.

DECREE OF DIVORCE

Case No. 254903943

Judge Mark Kouris

Commissioner Renee Blocher

THE ABOVE-ENTITLED having come before the Court on a written stipulation of the parties, hereafter, Miguel Matul (Miguel or Father) and Alma Alvarez (Alma or Mother), an acceptance, waiver, and consent, and an affidavit of grounds and jurisdiction, the Court having taken all matters herein under advisement, and being fully advised in the premises, having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Divorce: The parties are hereby granted a Decree of Divorce from each other dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.

2. Residency: Miguel is a bona fide resident of Salt Lake County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.

3. Marriage: The parties married on December 16, 2017, in Salt Lake County, State of Utah. The parties are currently married. The parties separated on or about September 2024.

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

5. Child: There is one (1) minor child of this marriage: Briana Matul Alvarez, November 5, 2010.

6. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor child and use the terms herein as a parenting plan and be bound to abide thereby.

7. Information Sharing: Both parties are entitled to direct access to all of the child's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the child (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the child so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the child. The parents will notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.

8. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education. If the parties disagree on a major decision regarding the child, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then either party may (1) request the other promptly submit the matter to mediation, or (2) file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.

9. Educational Plan: Both parents shall have access to the child during school and authority to check the child out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor child in his/her care will be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time. Unless the parties agree otherwise, the child will continue to attend their current school.

10. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

11. Communication between Parents: All communication between the parties shall be primarily via text, email or an agreed-upon parenting app. All communication between the parties shall be civil in nature. Communication regarding the minor child will be directly between the parents and will not involve third parties. Medical emergencies should be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

12. Communication with Child: Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored. The child may initiate contact with either parent at any reasonable times and durations.

13. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

14. Physical Custody: The parties will be awarded joint physical custody of the minor child. Parent time shall be as the parties may agree. If the parties are unable to agree, parent time will be on a week-on/week-off rotation with exchanges on Mondays.

15. Holiday Parent Time: For Christmas 2025 only, the Father will have from December 24, 2025 at 9:00 pm to December 25, 2025 at 3:00 pm. Thereafter, holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-303 summarized as follows:

Holiday	Holiday Time Period Utah Code 81-9-303	DAD	MOM
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 minor 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 of the minor 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 minor 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 minor 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 minor 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	Odd years	Even years

	if there is no school.		
Memorial Day	<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the minor child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following Memorial Day; or</p> <p>(b) at 8 a.m. on the day following Memorial Day if there is no school.</p>	Even years	Odd years
Mother's Day	<p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>	Mom Every Year	Mom Every Year
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>	Dad Every Year	Dad Every Year
Juneteenth National Freedom Day	<p>(1) Holiday begins at:</p> <p>(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</p> <p>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>	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
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 minor 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 minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:	Even years	Odd years

	<p>(a) at the time that school is dismissed; or</p> <p>(b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>		
Veterans Day	<p>(1) Holiday begins at 6 p.m. on the day before Veterans Day.</p> <p>(2) Holiday ends at 7 p.m. on Veterans Day.</p>	Odd years	Even years
Thanksgiving	<p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school.</p>	Even years	Odd years
Winter Break (First Half)	<p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day that school dismisses for winter break; or</p> <p>(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.</p> <p>(2) Holiday ends on December 27th at 7 p.m.</p>	Odd years	Even years
Winter Break (Second Half)	<p>(1) Holiday begins on December 27th at 7 p.m.</p> <p>(2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.</p>	Even years	Odd years

Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

16. Summer Parent Time: Parent time during the summer will continue on the week-on/week-off basis.

17. Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or by the receiving parent, if school is not in session.

18. Moves: The parties have joint physical custody, and therefore, the provisions of Utah Code 81-9-209 do not apply. As such, absent a written agreement of the parties, a parent desiring to relocate the child to a distance that makes joint physical custody unworkable or impractical, that parent must file a petition to modify seeking court assistance for custody and parent time.

19. Mutual Restraining Orders re Child:

- a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.
- b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor child.
- c. No Involvement in Legal Case: Both parties are restrained from discussing with the child any legal or financial issues in this case with the child.
- d. Not Use Child as Messengers: The parties will not use the child to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the child.
- e. Undue Influence: Both parties are restrained from attempting to influence the child's preference regarding custody or parent time.

- f. Interrogation: Neither parent should question, interrogate or “pump,” the minor child about the other parent’s activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the child.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.
- i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the child.
- j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

20. Child Support: The Mother is self-employed and her income is in dispute. However, for purposes of child support the parties agree that the Mother earns \$4,200 per month. The Father is employed and earns approximately \$4,200 per month. Child support calculates at \$0 per month under the equal parent time arrangement, pursuant to the child support guidelines.

21. Childcare: Due to the age of the child, no childcare costs are expected.

22. First Right: Each parent will have the first right to provide care for the child over any other third party if the parent responsible for the child is not available for a period of overnight or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the child when the other becomes available.

23. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor child if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost should do so. The Father is planning on obtaining medical insurances through his employment beginning January 2026. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child’s

portion of insurance. See Utah Code 81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Father shall be primary, and the coverage of the Mother will be secondary.

24. Medical Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the child, including deductibles and copayments. A parent who incurs such medical expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

25. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

26. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

27. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor child incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

28. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

29. Taxes: The parties shall file separate tax returns for the 2025 tax year, and thereafter, with the Father claiming the child for tax purposes for the even-numbered tax years, and the Mother claiming the child for tax purposes for the odd-numbered tax years.

30. Alimony: Neither party is awarded alimony, now and forever.

31. Real Property: The parties acquired a home and real property located at 8127 South Creek Wood Dr., West Jordan, Utah, 84088.

- a. Sell Now: This property shall be listed for sale by March 15, 2026, by the agreed-upon realtor, Marco Munguia. Both parties are to keep each other informed of all offers on the property and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.
- b. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off any and all mortgages on the property; and, (3) the balance remaining thereafter to be divided equally between the parties. Each party will then pay off any debts listed in the debt section below with his or her own proceeds.
- c. Pending Refinance/Sale: Pending the sale of the property, the Mother shall have exclusive use and possession of the real property and will be responsible for the utilities and any and all other normal expenses related to this property and shall be responsible for its regular maintenance and upkeep. If there are any major repairs that are needed on the home, the parties will pay for those equally.
- d. Rent/Mortgage Payments: The Mother will be temporarily responsible for the mortgage payments as follows: Currently, the Mother receives rent from the basement renters. She uses the rental funds to make part of the mortgage and supplements the remaining mortgage payment with her own income. If the renters move out and rent is not received, then Miguel will pay one-half of the rent the was not received as his portion of the mortgage payment until new renters are obtained or the home is sold.

32. Vehicles: The Mother is awarded the Toyota Camry along with any associated debt at MACU, the insurance, and expenses relating thereto. She will refinance this loan out of the Father's name as soon as possible, but if she has not done it by the time the home sells, she will payoff the Toyota loan from her proceeds from the home. The Father is awarded the Ford Explorer along with any associated insurance, and expenses relating thereto.

33. Personal Property: All personal property will be awarded as the parties may agree. If they are unable to agree, the following is ordered as a division:

- a. The Father is awarded any of the following items from the marital home if they are still there: his clothing, jewelry, all personal effects, paperwork, books, journals, any premarital property, any personal property acquired after separation, and the following items from the marital home: All his tools and painting equipment, half of the Christmas items, and one TV.
- b. The Mother is awarded all other items in the marital home not awarded to the Father, including but not limited to the snow blower, the lawn mower, the generator, and all the family furniture.

34. Bank Accounts: The joint account at MACU will continue to be used to pay bills as the parties have been doing. After the divorce, the parties may keep the account open to pay expenses related to the child or for other agreed-upon purposes. There are no other joint bank accounts. Each party is awarded any other bank accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

35. Business: The cleaning business known as Briax Master LLC is awarded solely to the Mother along with any assets, tools, cleaning products, income, debts or other liabilities—free and clear of any claims by the Father. The Mother shall hold the Father harmless on any and all debts or liabilities related to this business.

36. Debts: The debts will be paid as follows:

<i>Creditor</i>	<i>Name</i>	<i>Approx Amount</i>	<i>Division:</i>
MACU joint consolidation	Joint	\$ (3,002)	Miguel will pay the minimum payment in December 2025;

			Beginning January 2026, the parties will make the minimum payments (one-half) each until the home sells; and When the home sells the balance remaining shall be paid-off equally by the parties.
Bank of America Miguel	Miguel	\$ (2,928)	Miguel 100%
Son's Hospital bills	Miguel	\$ (200)	Miguel 100%
MACU CC Cristal	Cristal	(14,490)	Subject to subparagraph a below, Cristal will pay the minimum payments temporarily in December 2025); with the balance remaining upon the sale of the home paid-off equally by the parties. Beginning January 2026, the parties will make the minimum payments (one-half) each until the home sells.
IRS	Joint	\$ (3,825)	The parties will make the minimum payments (one-half) each until the home sells; with the balance remaining upon the sale of the home paid-off equally by the parties.
Medical bills for Cristal	Cristal	\$ (1,219)	Cristal 100%
Medical bills for Cristal	Cristal	\$ (1,150)	Cristal 100%
Medical bills for Cristal	Cristal	\$ (3,920)	Cristal 100%
BestBuy Computer for son	Cristal	\$ (462)	Cristal 100%

Dillards for son, daughter and Crystal	Cristal	\$ (457)	Cristal 100%
Kohls	Cristal	\$ (123)	Cristal 100%

- a. The MACU credit card in Cristal's name: The amount above is subject to verification of the balance as of November 30, 2025, and any amounts charged by Cristal after that date are her own responsibility. Cristal will provide verification of the balance on November 30, 2025 within 30 days of the signed Stipulation.
- b. Other Debts: Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

37. IRAs: Each party has a Roth IRA in his or her own name. Each party is awarded the Roth IRA in his or her separate name, free and clear of any claim of the other.

38. 401k Account: Miguel has a 401k with Northwestern Mutual through his current employer. Cristal is awarded fifty percent (50%) of all vested benefits accrued in the plan as of the date of the decree of divorce. Cristal's portion is entitled to gains and losses from the date of the decree, until the date the funds are segregated from Miguel's account.

- a. The parties shall cause to be prepared a Qualified Domestic Relations Order ("QDRO"), to divide such plans or accounts, if necessary, within a reasonable time after the entry of the entry of the Decree of Divorce.
- b. The parties may use UtahQDRO.com or another provider to prepare the QDRO and the cost of the preparation of the QDRO shall be paid one-half each. The parties will provide the preparer with any and all documentation requested by the preparer (statements or other necessary documentation) within 3 days of any request.

39. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

40. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

APPROVAL AS TO FORM:

Signed and dated 4/5/2026

Signed and dated 4/2/2026

/s/Miguel Matul

/s/Alma Alvarez

Miguel Matul

Alma Alvarez

Petitioner

Respondent

(Signed Electronically)

(Signed Electronically)

*THIS IS THE SIGNED ORDER OF THE COURT WHEN SIGNED ELECTRONICALLY
BY THE COURT ON THE FIRST PAGE OF THIS DOCUMENT*