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

GABRIELLA BARFFUSON,

Petitioner,

and

HUMBERTO DE LA CRUZ,

Respondent.

DECREE OF DIVORCE

Case No. 254925191

Judge: Honorable Teresa Welch

Commissioner: Renee Blocher

This matter came before this Honorable Court on Petitioner, Danny James Knight's *Petition for Paternity* for the Court to make *Findings of Fact and Conclusions of Law*; and with good cause appearing it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

PROVISIONS RELATING TO JURISDICTION

1. Petitioner is a bona fide and actual resident of Salt Lake 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 Salt Lake 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 January 1, 2017, and are presently married. The parties separated on or about September 2025.
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 Salt Lake.

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. The parties children have all reached the age of majority. There are no minor children at issue in this marriage.

PROVISIONS RELATING TO ALIMONY

7. Neither party shall pay the other alimony.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

8. Neither party shall pay the other alimony. 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

9. There are no retirement accounts between the parties.

PROVISIONS RELATING TO BUSINESS INTERESTS

10. There are business interests between the parties in the form of a business named DLC Concrete LLC. The business shall be closed, The business assets are accounted for in the division of personal property.

PROVISIONS RELATING TO PERSONAL PROPERTY

11. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided according to the following:

Property	Awarded to:
2017 Dodge Ram	Petitioner
2009 Chevy Silverado	Respondent
2013 Dump Trailer	Respondent
Bobcat	Respondent
2021 Nissan	Petitioner
1996 Toyota	Respondent
Two De Walt Lamps	Petitioner

12. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicles they are awarded. If the title of a vehicle a party is awarded is in the name of the other party, the parties shall each sign titles over to each other as

necessary within 14 days of the date of divorce to effectuate the above property division. Due to the active protective order, the signed titles shall be transferred through the parties' children.

13. Respondent shall receive his clothing, mail, and tools which remain at the marital home. Due to the active protective order, law enforcement shall assist the parties in keeping the peace for the property transfer. If there is a dispute regarding any of the property being taken, the parties shall return to mediation to attempt to resolve the matter. If the issue does not resolve at mediation, the parties shall be entitled to request a one-issue informal trial before the commissioner on the singular issue of personal property division. This provision only applies to any property not already specifically mentioned above.

14. Other marital property shall be divided as the parties agree.

PROVISIONS RELATING TO REAL PROPERTY

15. During the course of the marriage, the parties acquired certain real property to wit:

- a. A home located at 3350 W. Ave. West Valley City, UT 84119.
- b. The parties agree the home is awarded to Petitioner as her premarital property free and clear of any claim from Respondent.
 - i. To account for any contributions Respondent made during the marriage, 4 the parties agree Petitioner shall pay Respondent \$12,000 within 6 months of the date of divorce.

- ii. If Petitioner is unable to pay Respondent \$12,000 within 6 months, after 5 months, she may request one good faith extension from the Court.

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 agrees to be solely responsible for the America First Debt and U of U medical debt and shall indemnify and hold Respondent harmless for the same.

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. Respondent shall pay off his current cell phone and the contract shall be cancelled immediately. Each party shall be entitled to receive their own phone number and be responsible for their own phone line. Respondent shall receive the line with the number of 801-513-4532. When Petitioner transfers the line, the phone line 801-513-4532 shall have no association with Petitioner whatsoever, and Respondent has the affirmative duty to accept the changes from the phone provider, answer any emails and messages, and help effectuate the change.

19. 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.

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

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

21. The parties shall follow any protective orders in place. If ever there is not a protective order in place, the parties shall be bound by 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'S FEES

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

MISCELLANEOUS PROVISIONS

23. Upon the signing of the Decree, each party shall be solely responsible for their own health and vehicle insurance.

24. Respondent shall establish a forwarding address for the Post Office so his mail no longer comes to Petitioner's residence.

25. 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.

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

27. Final Stipulation: This Stipulation is entire and complete and embodies all understandings and agreements between the parties. This stipulation is agreed upon by both parties. This is a global settlement and settles all disputed issues, including litigation issues between the parties pertaining to this action. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

28. No Construction Against Drafter: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting this Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

THIS DECREE OF DIVORCE WILL BECOME EFFECTIVE UPON THE COURT'S ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP OF PAGE ONE

RULE 7 NOTICE TO RESPONDENT:

You must respond to these final documents within 7 days; otherwise, the final documents may be submitted for decision without your input.

CERTIFICATE OF SERVICE

On the 28th day of August, I hereby certify that I caused the foregoing to be filed with the above-entitled Court and caused to be served a true and correct copy of the same on each of the following person(s) via the following method(s):

Humberto De La Cruz
Respondent

(X) U.S. mail, first-class, postage prepaid
() Facsimile
(X) Electronic Filing
() Hand Delivery
() Overnight courier
() Email

/s/ Aubry Mendes
Aubry Mendes
Paralegal