The Order of the Court is stated below:
Dated: October 14, 2026 01:31:57 PM **/s/** ROBERT FAUST
District Court Judge

Sergio Garcia (15843)
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IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of: JUAN JOSE TRUJILLO, Petitioner, and MARTHA TRUJILLO, Respondent.	**DECREE OF DIVORCE** Case No. 264902513 Judge: Hon. Robert Faust Commissioner: Hon. Joanna Sagers

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Juan Jose Trujillo ("Juan") is awarded a Decree of Divorce from Martha Trujillo ("Martha") on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

PROVISIONS RELATING TO CHILDREN

2. There are no minor children at issue in this marriage.

PROVISIONS RELATING TO ALIMONY

3. Juan shall pay Martha $750 a month in alimony for a term of 10 years (120 months) but shall automatically terminate earlier upon Juan's retirement or death; or upon Martha's death,

remarriage, or cohabitation with another person. At his election, Juan may split his alimony payments each month, with one-half being due the 5th of the month and one-half being due the 20th. If he decides to make the entire payment at once, that payment shall be made no later than the 20th of each month.

a. If an ORS action is initiated after more than 6 months of non-payment, Juan shall be responsible for any ORS fees.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

4. 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 should retain their respective accounts free and clear of any claim from the other.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

5. Each party shall keep any retirement accounts in their own name with the exception of the following:

a. The parties acknowledge that Juan has a pension or other retirement benefits through the union associated with his employment with Ames Construction ("Union Pension"). Due to Juan's current immigration status, he believes he is presently unable to access or receive benefits from the Union Pension.

b. The parties shall cooperate in good faith with each other and with the Union to determine whether Juan can lawfully claim the pension. If he can, each party shall be entitled to 1/2 of the pension according to the following:

i. Retirement assets accrued during the marriage and to the date of divorce should be divided equally between the parties, one-half to each using the following formula:

$$\frac{\text{years of service during marriage}}{\text{years of total service}} \times \text{monthly benefit} \times 1/2$$

ii. A Qualified Domestic Relations Order or Domestic Relations Order should be issued as needed with the costs for such order and for plan administration fees being paid being paid split by the parties. Juan should be responsible for preparing any and all paperwork and forms required to divide said accounts and should do so within one year of entry of the Decree of Divorce in this matter. The parties agree that Martha should be listed as a surviving spouse under the terms of the plan.

c. If Juan is unable to lawfully claim his pension, the parties agree that they shall in good faith investigate whether Martha, as Juan's spouse or former spouse, is eligible to receive all or any portion of the Union Pension or related benefits. Each party shall timely provide any information, documentation, signatures, authorizations, or other reasonable assistance necessary to investigate and pursue any available benefits.

d. If Martha is eligible to receive any portion of the Union Pension on Juan's behalf or based upon Juan's accrued benefits, Martha shall pursue such benefits. Any funds actually received by Martha from the Union Pension shall be divided equally between the parties, with Martha retaining fifty percent (50%) and paying Juan fifty percent (50%) of each payment received. Martha shall remit Juan's share within ten (10) days after her receipt of each payment and shall provide Juan with documentation showing the amount received.

e. The parties shall be fully transparent with one another regarding all efforts to investigate, apply for, and obtain the Union Pension, recognizing that obtaining these benefits is in both parties' financial interests. Each party shall promptly provide the other with copies of material correspondence, applications, determinations, or other documentation received from or submitted to the Union concerning the benefits.

f. If, after reasonable and good-faith efforts, the parties determine that neither party is presently able to obtain any benefits from the Union Pension, each party shall provide the other with a written acknowledgment substantially stating:

    i. "I, [Juan/Martha], have made a good-faith effort to investigate and, where permitted, apply for the Union Pension and any associated benefits. Those efforts have been unsuccessful. I acknowledge that neither party shall presently receive or be awarded any funds from the Union Pension. If either party later becomes eligible for or receives funds

attributable to Juan's Union Pension benefits, any such funds actually received shall be divided equally between Juan and Martha, fifty percent (50%) to each."

g. The parties' obligation to equally divide any Union Pension benefits actually received shall survive entry of the Decree of Divorce and shall remain enforceable notwithstanding the parties' present inability to access those benefits.

PROVISIONS RELATING TO BUSINESS INTERESTS

6. During the course of the marriage, the parties have not acquired any business interests.

PROVISIONS RELATING TO PERSONAL PROPERTY

7. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided equitably as the parties agree.

a. Juan is awarded his TV which was a gift from his children.

b. Juan should be awarded the 1998 Ford F150 and 2023 Nissan Altima and all equity contained therein, free and clear of any claim from Martha.

c. Martha should be awarded the 2018 Infiniti QX30 and all equity contained therein, free and clear of any claim from Juan.

8. The parties agree Juan shall pay the loan off for Martha's 2018 Infinity QX30. He shall make the monthly payments, but may pay off the total loan early if desired. Outside of that exception, each party shall be solely responsible for any maintenance, loans, payments, or loans on the vehicle they are awarded. If a vehicle loan is in the name of both parties, the party

receiving the vehicle shall refinance the loan within 60 days of the date of the stipulation to remove the name of the other.

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

PROVISIONS RELATING TO REAL PROPERTY

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

    a. A home located at **4068 S Sheri Way, West Valley City, UT 84120.**

    b. The parties agree the home shall be awarded to Juan, subject to Martha receiving her half of the marital equity within 180 days of the date of this stipulation.

        i. The marital equity shall be determined using the following method. First, the parties shall obtain an appraisal from a mutually agreed upon appraiser, or Kelton Kleinman (Mountain View Appraisals), if there is no agreement on appraiser, with each party being responsible for ½ (50%) of the appraisal costs.

        ii. The value of the home from the appraisal shall be used to determine the marital equity (Appraised value minus mortgage/encumbrances owing equals marital equity). Each party is entitled to half this amount.

    c. If Juan is unable to pay Martha her half of the marital equity within 180 days of the stipulation, the parties agree the marital home should be immediately listed for sale, using a mutually agreed upon realtor. If the parties do not agree on a realtor, the parties shall use Joe Gordon as realtor. The parties shall follow the recommendations of the realtor and act in good faith to sell the home. The proceeds from the sale of the home shall be divided as follows:

i. Retire any and all mortgages or encumbrances;

ii. Pay any and all closing costs and commissions;

iii. Reimburse either party for any mutually agreed up repairs;

iv. Evenly divide the proceeds between the parties.

11. The parties agree Martha shall vacate the home with 60 days of receiving her half of the marital equity if refinanced. If the home is sold, Martha shall vacate 1 week before closing or as agreed upon in writing by the parties.

12. Until the home is refinanced or sold, Juan shall be solely responsible for any payments regarding the home, including but not limited to the mortgage and utilities. Neither party shall purposely destroy, devalue, or deface the property prior to sale.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

13. During the course of the marriage, the parties have acquired certain debts, which shall be divided as follows:

a. Each party shall be solely responsible for any debts in their own name.

14. 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.

15. 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.

16. 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

17. The parties should 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 should be respectful.

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

ATTORNEY'S FEES

18. Each party should pay their own attorney's fees.

MISCELLANEOUS PROVISIONS

19. Martha may revert her last name to her maiden name of "Soto" if so desired.

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

21. The Court should grant other relief as the Court deems to be equitable.

22. **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.

23. **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.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:
/s/ Malcolm Lamb
Malcolm Lamb
Attorney for Martha Trujillo
Electronically signed by Sergio Garcia with permission from Malcolm Lamb, given via email on October 1, 2026

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

MARTHA TRUJILLO: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Juan Jose Trujillo's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of October 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

/s/ Sergio Garcia
Sergio Garcia
Attorney for Juan Jose Trujillo