

Name: Jana Breann Peled
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Lehi, UT 84043
Phone: 385-224-4520
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Pro Se I am the Petitioner

IN THE DISTRICT COURT OF UTAH
FOURTH JUDICIAL DISTRICT, UTAH COUNTY
137 N Freedom Blvd,
Provo, UT 84601
Phone: (801) 429-1176
E-mail: provofiling@utcourts.gov

In the Matter of the Marriage of
Jana Breann Peled,

Petitioner,

and

Gilad Peled,
Respondent.

*
* **DECREE OF DIVORCE AND
JUDGMENT**

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* Case No. 254400279
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* Judge: Sean R Howell
*
* Commissioner: Marla Snow

This divorce action is before the court on **Jana Breann Peleds** VERIFIED PETITION FOR DIVORCE. The Court having found and entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. **Jana Breann Peled** should be granted a divorce based on his Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

THREE MONTH RESIDENCY

2. Jana Breann Peled was a bona fide resident of Utah County, State of Utah on the date this action was filed and for at least three months immediately prior to the filing of this action.

MARRIAGE

3. **Jana Breann Peled** and **Gilad Peled** were married on 10/09/2010 in Los Angeles, CA and are presently married.

GROUND

4. 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.

5. **Jana Breann Peled** and **Gilad Peled** separated on 10/07/2021.

CHILDREN

6. Gilad Peled is the legal father and Jana Breann Peled is the legal mother of the following children under Utah’s Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married, or if the parties are expecting the birth of a child at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE. The name, birth month, and birth year of each minor child are listed below:

<u>Name</u>	<u>Date of Birth</u>
Mayer Michael Peled	08/08/2011
Vonn Brant Peled	02/01/2014

CHILDREN – UCCJEA JURISDICTION

7. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah’s Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the parties’ minor children under Utah Code 78B-13-102(7) and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208. During the last five years, the minor children have resided at the following places and with the following parties:

MMP (born 8/2011) residences for past 5 years:		
FROM/TO	ADDRESS	RESIDED WITH/RELATIONSHIP
06/2024/present*	1307 N. 3830 W. Lehi, UT 84043	Jana Breann Peled mother

11/2014/06/2024 15006 Nightingale Ln.
Austin, TX 78734

Jana Breann Peled
mother

VBP (born 2/2014) residences for past 5 years:

FROM/TO ADDRESS
06/2024/present* 1307 N. 3830 W.
Lehi, UT 84043

RESIDED WITH/RELATIONSHIP
Jana Breann Peled
mother

11/2014/06/2024 15006 Nightingale Ln.
Austin, TX 78734

Jana Breann Peled
mother

CHILDREN – RULE 100 INFORMATION

8. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code 78B-13-101 et Seq. and The Uniform Interstate Family Support Act, Utah Code 78B-14-101 et Seq., the parties state upon information and belief, that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.
- b. The parties are unaware of any criminal, delinquency or protective order cases involving a party or the parties' children.
- c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child(ren) and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the parties' minor child(ren).

CHILDREN – CUSTODY

9. The Mother shall have sole legal custody of the child(ren).

The Mother shall have sole physical custody of the minor child(ren).

The Court should approve the following parenting plan.

PARENTING PLAN

PARENTING SCHEDULE

10. WEEKLY SCHEDULE

The parent who does not have sole physical custody shall have at a minimum the following rights of parenting time/visitation with the minor child(ren):

The father is incarcerated and the parties believe that incarceration will be long-term. If Father is released from incarceration while any of the children are minors, the parties agree that this constitutes a substantial and material change in circumstances. At that time, the father may petition the court for a re-introductory parent time schedule.

Weekend Parenting Time: The father is incarcerated, and the parties do not anticipate any weekend parenting time being applicable while the children are minors.

For purposes of this parenting plan, weekend parenting time will start at and end at : The father is incarcerated.

Weekday Parenting Time: The father is incarcerated, and the parties do not anticipate any weekday parenting time being applicable while the children are minors.

For purposes of this parenting plan, weekday parenting time will start at and end at : The father is incarcerated.

11. HOLIDAY SCHEDULE

The schedule below indicates if child(ren) will be with the parent in ODD or EVEN number years or EVERY year:

	<u>MOTHER</u>	<u>FATHER</u>
New Year's Day	Every	
Martin Luther King Day	Every	

Presidents' Day	Every
Memorial Day	Every
July 4th	Every
Labor Day	Every
Veterans' Day	Every
Thanksgiving Day and Friday	Every
Christmas Eve	Every
Christmas Day	Every
Mother's Day	Every
Father's Day	Every
Mayer's Birthday	Every
Vonn's Birthday	Every
All holidays	Every
All holidays	Every

a. START AND END TIME FOR HOLIDAY PARENTING SCHEDULE

For the purposes of this parenting plan, the holiday will start and end as follows:

(X) Holidays that fall on Friday will include the following Saturday and Sunday

(X) Holidays that fall on Monday will include the preceding Saturday and Sunday

(X) Other: For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):

begin: 6pm day before holiday

end: 6pm day of holiday

12. VACATION SCHEDULE

a. WINTER VACATION

The day-to-day schedule shall apply except as follows: none.

b. SPRING VACATION

The day-to-day schedule shall apply except as follows: none.

c. SUMMER VACATION

The day-to-day schedule shall apply except as follows: none.

TRANSPORTATION AND EXCHANGE

13. Transportation for the minor child(ren) will be provided as follows: The father is incarcerated.

The parties will meet to exchange the child(ren) at: The father is incarcerated.

TAX DEDUCTION FOR DEPENDENT CHILDREN

14. The Petitioner shall be entitled to claim the child(ren) as dependent(s) for tax purposes.

CHILD HEALTH CARE

15. Pursuant to Utah Code 78B-12-212:

- a. Both parents are required to maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children.
- b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of ☒ **Petitioner** ☐ **Respondent** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of ☒ **Petitioner** ☐ **Respondent** shall be secondary coverage for the dependent child. 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 health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.
- c. ☒ **Petitioner** ☐ **Respondent** ☐ **Both parties shall equally** pay the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.
- d. ☒ **Petitioner** ☐ **Respondent** ☐ **Both parties shall equally** pay all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.
- e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

g. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

LIFE INSURANCE FOR CHILD(REN)

16. ☐ The Father shall maintain life insurance in the face amount of:

\$_____, naming _____ as the beneficiary, and shall be required to keep life insurance in effect until ____/____/20__.

☐ The Mother shall maintain life insurance in the face amount of:

\$_____, naming _____ as the beneficiary, and shall be required to keep life insurance in effect until ____/____/20__.

☒ Neither party shall be required to maintain life insurance for the benefit of the child(ren).

17. The parents shall exchange information concerning the health, education, and welfare of the children.

18. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

19. When a child is with a parent, that parent will make the day to day decisions regarding the care, control and discipline of that child. That parent may also make emergency decisions regarding the health or safety of that child.

20. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.

21. Any parental duties or rights not specifically addressed in this plan should be discussed and mutually decided by both parents.

22. Should the parties have a dispute regarding parenting of the children, the following dispute resolution process will be used: Respectfully together through communicating.

23. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, that parent may arrange for counseling through a mutually agreed upon counselor. There must be a written agreement signed by both parents to be binding and a copy shall be provided to each parent. The parents shall share the costs of counseling equally. Should the parties be unable to agree upon a counselor, the parties will each submit three names to the Court and the Court will select a counselor out of the names submitted.

24. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through counseling, unless both parents agree in writing on a different method of dispute resolution, which may include mediation, arbitration, or court review. Should both parents agree in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be binding or an arbitration record and decision and no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

25. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay that parent's own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counseling, or arbitration.

26. The parties agree to the following in addition to the other terms of this parenting plan:

☒ No additional provisions.

or

☐

27. If a parent fails to comply with a provision of any part of this parenting plan, the other parent's obligations under this parenting plan are not affected.

28. I understand that selecting a custody arrangement which results in child support being calculated using the Joint Custody Child Support Worksheet may result in denial of state cash assistance through the TANF/FEP program for the parties and the parties' children. Utah Code 30-3-10.2(4) and 35A-3-1 et Seq.

INCOME: Jana Breann Peled

29. Pursuant to Utah Code 78B-12-203 Jana Breann Peled's total countable gross monthly income rounded for child support purposes is \$2,400. Jana Breann Peled receives the following gross income from the following sources:

Not Employed

Gross Monthly Income: 2,400

Other:

INCOME: Gilad Peled

30. Pursuant to Utah Code 78B-12-203 Gilad Peled's total countable gross monthly income rounded for child support purposes is \$0. Gilad Peled receives the following gross income from the following sources:

Not Employed

Gross Monthly Income: 0

Other: Incarcerated – going to prison.

CHILD SUPPORT

31. Pursuant to Utah Code 78B-12-202 et seq., Father will pay \$30.00 per month.

a. A sum of \$30.00 per month base support in compliance with the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801.

b. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

c. The issue of child support arrearages may be determined by further judicial or administrative process.

d. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

e. Under Utah Code 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a

difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

f. Under Utah Code 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

PUBLIC ASSISTANCE STATEMENT – ORS

32. ☐ **Petitioner** ☐ **Respondent** ☒ **Neither party** has received or is receiving public assistance from the State of Utah which would require that notice be provided to the Office of Recovery Services.

PROPERTY

33. During the course of the marriage relationship, the parties have acquired certain items of personal property. The personal property is to be distributed as follows:

Award each party the personal property in his/her possession.

A. Real Estate

none

B. Retirement Accounts and Pensions

none

C. Vehicles

none

D. Bank Accounts

none

E. Other Personal Property

Petitioner, Jana Breann Peled, shall have sole possession of the following property:

none

Respondent, Gilad Peled, shall have sole possession of the following property:

none

The parties have already divided all other existing real and personal property, both tangible and intangible, and have no other property of any type or kind to divide.

DEBTS

34. During the course of the marriage, the parties have acquired certain debts and obligations. Each party should be ordered to assume and pay the debts and hold the other harmless from liability as follows:

Petitioner shall be responsible for the following debts:

	<u>Creditor</u>	<u>Amount</u>
none		

Respondent shall be responsible for the following debts:

	<u>Creditor</u>	<u>Amount</u>
none		

All other debts are the responsibility of the person incurring the debt. Pursuant to Utah Code § 15-4-6.5 Petitioner shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce.

35. Each party hereby waives past and present alimony from the other.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

36. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

NAME CHANGE

37. Jana Breann Peled requests to resume her former name of Jana Breann Houk.

OTHER RELIEF IF EQUITABLE AND JUST

38. The Court should grant such other order and further relief as it may deem just and appropriate in this manner.

Commissioner's or judge's signature may instead appear at the top of the first page of this document.

_____ Date	Signature ►
_____ Date	Commissioner
_____ Date	Signature ►
	Judge

3/16/2026

Decree of Divorce and Judgment

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Shawn Hong

Approved as to form.

03/16/26
Date

Signature ►

/s/ Jana Breann Peled

Petitioner, Attorney or Licensed Paralegal
Practitioner

Date

Signature ►

Respondent, Attorney or Licensed Paralegal
Practitioner

Certificate of Service

I certify that I filed with the court and am serving a copy of this Findings of Fact and Conclusions of Law on the following people.

Person's Name	Service Method	Service Address	Service Date
Gilad Peled	<input checked="" type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> E-filed <input type="checkbox"/> Email <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)	Tallahatchie County Correctional Facility 19351 U.S. Highway 49 North Tutwiler, MS 38963	3/17/2026
	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> E-filed <input type="checkbox"/> Email <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)		
	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> E-filed <input type="checkbox"/> Email <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)		

03/16/2026

Signature ► /s/ Jana Breann Peled

Date

Printed Name Jana Breann Peled