The Order of the Court is stated below:
Dated: November 06, 2026 01:21:25 PM **/s/** KRAIG POWELL
District Court Judge

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IN THE FOURTH JUDICIAL DISTRICT COURT,
IN AND FOR UTAH COUNTY, STATE OF UTAH

In the matter of the marriage of: ERIC ELLSWORTH, Petitioner and JANA ELLSWORTH, Respondent	**DECREE OF DIVORCE** CIVIL NO. 264400123 JUDGE KRAIG POWELL COMMISSIONER MARIAN ITO

The Petitioner having filed an *Original Petition for Divorce*, and attended mediation, having entered into a full agreement resolving all issues, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*,

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS

1. **Provisions Relating to Jurisdiction**: The parties are bona fide residents of Utah County, State of Utah, and currently reside there along with the parties' minor children. This Court has jurisdiction over the parties pursuant to Utah Code § 81-4-402(1). Utah is the home state of the parties' minor children, and Utah has jurisdiction to make an initial custody determination.

2. **Provisions Relating to Grounds:** The parties were married August 28, 2010 in the State of Tennessee. Divorce is hereby entered on the grounds of irreconcilable differences.

PARENTING PLAN

3. **Provisions Relating to the Minor Child:** The parties have three minor children born as issue of this marriage: E.L.K.E., born July 2013; L.J.E., born September 2016; E.E.E., born June

2019. There are no proceedings for custody, child support or parent-time, an active protective order, or a criminal or delinquency case regarding the above-named minor children filed or pending in the Juvenile Court of this or any other state.

4. **Physical Custody:** It is in the best interests of the parties' minor children that the parties be awarded joint physical custody with the parties having equal parent-time.

5. **Parent-Time:** Parent-time shall be as the parties agree. If the parties cannot agree, then parent-time shall be equally divided alternating every other week as set forth below:

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Sunday**
Week 1	Jana	Jana	Eric	Eric	Eric	Eric	Eric
Week 2	Eric	Eric	Jana	Jana	Jana	Jana	Jana

6. **Right of First Refusal:** During each parent's scheduled weekday and weekend parenting time, the other parent shall have the first right of refusal to provide childcare for the minor children before either parent seeks alternate childcare. For example, if childcare is needed for Jana's Thursday evening choir practice or her Sunday morning choir performances, Eric shall receive the first right to provide such care. Likewise, if Eric is unavailable to personally care for the children during his week due to his work schedule, Jana shall receive the first right to provide care during his time. The person receiving the first right of first refusal parent time is responsible for picking up and dropping off the children.

7. **Holidays:** Unless agreed otherwise by the parties, the following holidays will be divided as set forth below:

Holiday	**Holiday Time Period**	**Eric Awarded**	**Jana Awarded**
Dr. Martin Luther King	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even

Jr. Weekend			
President's Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Spring Break	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Memorial Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Mother's Day	Beginning when school is regularly dismissed for the weekend through the morning when school resumes.		Every Year
Father's Day	Beginning when school is regularly dismissed for the weekend through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.	Every Year	
Labor Day Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Fall Break	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Halloween	Beginning when school is regularly dismissed on October 31st, or at 9 a.m. if there is no school until the following day upon delivering the child to school, or 9 a.m. if the child is not in school.	Even	Odd
Thanksgiving	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Winter Break (First Half)	Beginning at the time that school is regularly dismissed through December 27th at 7 p.m.	Odd	Even
Winter Break (2nd Half)	Beginning December 27th at 7 p.m. through the morning when school resumes.	Even	Odd

8. **Transportation:** Unless agreed otherwise, the receiving party is responsible for picking up the children at the start of his or her parent-time from the other's home on Wednesday at 8:30 p.m. A stepparent, grandparent, or other responsible adult designated by the receiving parent, may pick up the children for parent-time.

9. **Virtual Parent-Time:** Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours during the other party's parent-time. Virtual parent-time shall not interfere with the physical parent-time and activities of the parent then exercising parent-time, and if the children need to end the call to attend to an activity or need, they may do so.

10. **Special Considerations:** Special consideration shall be given to trade time, so the children would be available to attend family functions, funerals, weddings, family reunions, important ceremonies, and other significant events in the life of either parent which may inadvertently conflict with the parent-time schedule.

11. **Travel Notification:** If the children travel out of the State of Utah, the traveling parent shall provide to the other an itinerary of travel dates, destinations where the children can be reached, and contact number to reach the children. Additionally, if one or more of the children are traveling for or in relation to an extracurricular activity, the parties agree to notify each other of said travel as soon as either party becomes aware of it, but in no case less than 30 days before scheduled departure date.

12. **Legal Custody:** It is in the best interests of the parties' minor children that the parties be awarded joint legal custody.

13. **Major Decisions:** Absent emergency, the parties shall discuss all major decisions concerning the minor children together prior to either party making said decision, and attempt in good faith to reach an agreement. In so doing, the parties shall focus on objective criteria as much as possible, facts, and above all the best interests of the minor children above their own interests or personal preferences.

14. **Final Say:** In the event the parties are unable to reach a mutual decision, they will proceed as follows.

a. Each party will designate two family members as his or her agents to assist in mediating a mutually agreed upon solution. Each party will present their position to the agents. The agents will discuss the issue as a group, in writing by text if necessary, before sharing their opinion to the parties.

b. The parties may involve any professional who may be of assistance in helping them make major decisions, but neither party shall be required to engage jointly with a professional at the behest of the other party absent prior written agreement of the parties and no related cost shall be imposed by one party upon another absent prior written agreement. Both parties, however, shall receive the opinions and input of all engaged experts and consider them in good faith.

c. If the parties are still unable to reach an agreement regarding a major decision, the parties will attend mediation.

d. If the parties still cannot agree, the parties shall appoint Spencer Ricks, or another agreed upon Special Master if he is unavailable, to make the final decision on the legal decision-making issue, with the cost split evenly between the parties.

15. **Relocation:** The parties shall follow the notice requirements under Utah Code § 81-9-209 with regard to relocation, with the exception that the parties shall be required to notify the other party if they are relocating more than 50 miles from their current residence.

16. **Dance:** If, in the future, a mutually agreed-upon physician determines that L.J.E.'s dancing and dance schedule is causing the child health issues the parties shall follow the recommendations of the physician regarding dance participation, including but not limited to a consultation with an agreed upon psychiatrist if the parties agree or if the physician deems it helpful.

17. Father shall facilitate daughter's attendance at no more than two dance travel convention/competition events that would otherwise occur on his parent-time. Travel is defined as requiring a hotel stay overnight. To the extent father wishes to facilitate more than two such events, he is welcome to do so and mother encourages it. To the extent that dance travel convention/competitions occurs during dad's parent-time and dad cannot attend, the first presumption will be that father and mother will swap the appropriate days or weekends and father's makeup time resulting from that weekend will begin the week following daughter's return. If swapping is not possible, father will receive makeup for the time taken by the dance travel or competition at his discretion but in any case, no more than two months' time. If a dance practice takes more than six hours of dad's parent-time, dad will receive makeup parent-time.

18. **Address, Email Address, and Phone Number:** The parties shall always keep each other informed of his or her address, email address, and telephone number, and shall inform one another of any changes to the above within twenty-four (24) hours of the change.

19. **Mutual Restraining Order:** The parties are restrained from disparaging the other to, or in the presence of the minor children and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing this or any other legal matter between them, or any other "adult" or otherwise inappropriate topics, with or in the presence of the minor children, and are to instruct any third parties to also be so restrained. The parties shall not post about the divorce or the other party on any electronic media in any way. The parties shall be permanently restrained from harassing, stalking, threatening, monitoring (be it physical or electronic), or otherwise harming or seeking to harm the other party (or causing a third party to engage in any of these restrained activities toward the other party) at any time or in any place.

20. Both parties are restrained from accessing any electronic account, profile, handle, avatar, or other electronic persona belonging to or associated with the other party—even if the access is obtained via saved passwords or login information, previously known, guessed, or shared passwords or login information, or otherwise seemingly "legitimate" means. In the event either party discovers that such access is possible, they are required to notify the other party immediately and provide details as to how access was obtained. The other party shall take reasonable measures to secure the account. Neither party may create or otherwise establish any social media accounts for, with, or in the name of a minor child, without the express written consent of the other party.

21. **Education Plan:** Both parents shall have access directly to online platforms, school reports, and both shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions. Unless it is approved otherwise by

both parents, the children will remain in homeschool for elementary and attend Sage Canyon middle school and Cedar Valley High School.

FINANCIAL PROVISIONS

22. **Child Support:** The parties have equal earning capacities of $3,500.00 per month and equal parent-time, therefore there is no child support. Child support for each child automatically terminates when: (1) a child become eighteen years of age and has graduated from high school during the child's normal and expected year of graduation, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or (3) is emancipated in accordance with Utah Code § 78A-6-801. The parties have equal earning capacities and thus, the parties shall not seek modification of child support based on the income increase of either party.

23. **Medical Insurance Coverage:** The parties are hereby ordered to maintain the current health insurance for the minor children when available at a reasonable cost. If the current coverage ceases to be available, the parties will be responsible for obtaining reasonably equivalent coverage for the minor children. If at any time, the children are covered by the insurance plans of both parents, there will be no insurance reimbursement and Petitioner's plan should be designated the primary coverage and Respondent's plan, if any, shall be secondary coverage for the children and there shall be no insurance premium reimbursement. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the stepparent's plan, the stepparent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party within thirty (30) days of the date

he/she first knew or should have known of any change. In sum, if both parties have health insurance coverage for the minor children, no reimbursement is due. If only one party carries health insurance for the minor children, then that parent is due reimbursement in accordance with paragraph 24.

24. **Medical Insurance Premiums:** The parties are jointly and equally responsible for the out-of-pocket costs of the premium actually paid for each child's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and should be calculated by dividing the premium amount by the number of persons covered under the policy and then multiplying the results by the number of minor children of the parties.

25. **Out-of-Pocket Medical Expenses:** The parties are jointly and equally responsible for all reasonable and necessary health, optical, hospital, dental and other medical expenses of the parties' minor children including all reasonable and necessary uninsured health, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. In the event either party incurs health, optical, hospital, dental and other medical expenses for the parties' minor children, that party should provide written verification of the costs and payment of such health, optical, hospital, dental or other medical expenses to the other party within thirty (30) days of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

26. **Extra-Curricular Costs:** Extracurricular activities must be agreed upon in advance in writing for the cost to be divided equally, with the exception of all costs and expenses associated with, or related to, L.J.E.'s participation in dance, which are to be born solely by Jana. The parties shall pay the providers directly if possible. If it is not possible, 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 or receiving the same and should be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses, or up to 90 days with extenuating circumstances. Both parents are able to attend all the children's extra-curricular activities and shall keep each other informed as to the children's schedules as soon as they are informed. Both parties will ensure that the children get to their extracurricular activities and both parties are willing to help fill in with rides and allow for arranging rides for the children as their schedule allows. If arranging a ride for a child while on the other parents' time, then they need to provide the other parent with ride contact info and a brief call to meet the person giving the child a ride (if they don't already know them).

27. **Other Child Expenses:** The parties shall equally share the children's expenses for school fees, school uniforms (if any), required school materials and school lunch once the children are enrolled in public school. The parties shall also equally share mutually agreed upon in writing expenses and costs incurred in relation to the children's home schooling.

28. **Taxes:** Jana shall claim all three children as dependents for tax year 2026. While there are 3 minor children Jana shall claim the two youngest in odd years and the youngest in even years and Eric shall claim the oldest in odd years and the two oldest in even years. When there are only

two minor children Jana shall claim the youngest and Eric shall claim the oldest child. Once there is only one minor child remaining Jana shall claim the child in odd years and Eric shall claim the child in even years. In the event that a party is behind on child support / child expenses as of December 31st of the tax year, he/she loses the ability to claim the child[ren] on taxes, and the other shall claim the child[ren]. Each party shall provide the other with a signed Internal Revenue Service 8332 form for the years the other party is awarded a child.

END OF PARENTING PLAN

29. **Provisions Relating to Real Property**: During the marriage, the parties acquired real property located at 9252 North Prairie Dunes Way Eagle Mountain, Utah 84005 (the "marital home"). Eric is awarded the marital home and shall pay Jana a judgment lien in the amount of $80,000 within 30 days of this Decree of Divorce being entered. Jana will move out within fourteen days of the date of the agreement, and her personal property will be removed from the home within twenty-eight days within the date of the agreement. Once Jana has moved out of the home, she will coordinate a time with Eric to retrieve the remainder of her personal property.

30. **Provisions Relating to Personal Property:** Each party is awarded their own personal belongings/effects. If the parties cannot agree to the disposition of personal property, it shall be divided equally between them. Jana will select six items of personal property, Eric will select six items of personal property, then the parties will alternate selecting one item each.

31. **Separate Property:** Unless otherwise set forth herein, items, heirlooms, or other property received by inheritance or express gift through a family-line are the sole property of the person who received the inheritance, heirloom, or gift, so long as the status of said property as separate, rather than marital, has been so determined by the Court.

32. **Vehicles:** Eric is awarded the Chevrolet Suburban and will hold Jana harmless on all expenses and liabilities associated with this vehicle. Jana is awarded the Kia Sedona and will hold Eric harmless on all expenses and liabilities associated with this vehicle and is responsible for the debt associated therewith. Each party is solely responsible for the vehicular accidents and potential lawsuits and will hold the other party harmless for any liability thereon, if any.

33. **Business:** During the marriage, Eric created a business entity by the name of the Lone Paint Co, LLC (the "Business"). The business shall be awarded to Eric, including all debts and liability, if any, associated with the Business. Eric is awarded all of the guiding, hunting, fishing, and painting business property, as well as his musical instruments and equipment.

34. During the marriage, the parties accrued an interest in Nanohydrate via Eric's 2% share. Nanohydrate is, upon information and belief, currently in the process of winding down as an independent going concern. Its value, therefore, is uncertain as of the date of the agreement and may indeed be de minimis. In the event Eric realizes any cash profit from the 2% investment, he shall share said cash profit equally with Jana after Lynn Ellsworth's contribution to the investment in the amount of $25,000.00 and his share of associated profit is first deducted.

35. **Accounts:** Eric is awarded his Zions Bank account ending 3883 and Social Security Federal Credit Union account. Jana is awarded the Zions bank Account ending 7915 and America First Credit Union account 5724. Eric is awarded his Utah Retirement Systems account and Jana is awarded her First Colony Mortgage 401(k).

36. **Debt:** The debts of the parties are divided as follows:

DEBT	**BALANCE**	**AWARDED TO**
Capital One Credit Card	$1,209.8	Jana

	0	
Capital One Credit Card	$615.56	Jana
Citi Card Credit Card	$825.29	Jana
One Main Credit Card	$1,775.99	Jana
SYNCB Mastercard	$8,778.06	Jana
USAA Credit Card	$10,384.72	Jana
Citibank Costco	$5,353.00	Eric
Security Service FCU	$4,740.00	Eric
Capital One Credit Card	$10,633.00	Eric
CitiBank- best Buy	$9,834.00	Eric
Student Loan	$4,135.00	Eric

37. To the extent, the marital couple are in debt beyond that identified herein, the debts are assigned to the person who obtained it. Pursuant to Utah Code § 81-4-406(4)(c), the parties should notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein, and provide said persons or entities with the parties' separate and current addresses.

38. **Alimony**: Neither party is awarded Alimony from the other party now or in the future. Both parties forever waive the right to alimony.

SO ORDERED.

Order becomes effective on the date of electronically added signature and seal on page one.

Notice Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure

Notice is hereby given that pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, that this Decree of Divorce 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.

APPROVED AS TO FORM:

/s/ Approved via email 10/12/2026
Kyle E. Witherspoon
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of September 2026, I served via e-mail a true and correct copy of the foregoing on Petitioner through counsel.

/s/ Jonathan G. Winn