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Attorneys for Jodi M. Hovey - Petitioner

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

In the Matter of the Marriage of:

JODI M. HOVEY,
Petitioner

and

CARL F. HOVEY,
Respondent.

DECREE OF DIVORCE

Case No.: 264300091 DA
Judge: L. Douglas Hogan
Commissioner: Renee Blocher

This matter comes before the Court for final entry of a *Decree of Divorce*. The parties entered into a *Stipulation and Settlement Agreement* dated January 29, 2026, which was filed with the Court on March 12, 2026 (**Docket No. 6**). The parties further entered into a subsequent *Addendum to Stipulation and Settlement Agreement* dated March 18, 2026, which was filed with the Court on March 27, 2026 (**Docket No. 8**). The Court, having received, reviewed, and accepted the parties' agreement, being otherwise duly advised, and having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED AND DECREED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all remaining issues in this matter, outlined below, are to become final and absolute upon entry by this Honorable Court.

JURISDICTION AND GROUNDS

1. The Petitioner and Respondent are residents of Tooele County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.
2. Petitioner and Respondent were married on April 23, 2015, in Maui, State of Hawaii and are currently married.
3. During the course of the marriage, the parties have experienced difficulties, preventing the parties from pursuing a viable marriage relationship and rendering continuation of the marriage impossible. A Decree of Divorce is hereby granted on the basis of irreconcilable differences in accordance with Utah Code Ann. §81-4-405(1)(h).
4. The Parties' attempts at reconciliation have been unsuccessful and no expectation exists that the parties will ever resume a meaningful marital relationship.

CHILDREN

5. The parties have no minor children in common, and none are expected.

PERSONAL PROPERTY

6. During the course of the marriage relationship, the parties acquired certain items of personal property. Said personal property shall be divided as follows:
 - a. Petitioner: The dog named Pebbles, the dog named Chewie, and the cat named Peanut, as well as all pet-related items (dog houses, heating pads, dog

food, etc.), her wedding ring and jewelry, Jacuzzi with Cabana (unless she is unable to have the Jacuzzi at her future residence, in which case she will receive the washer and dryer), Ring alarm system (all large and small cameras, ring doorbells, and porch camera and devices), formal living room furniture (2 matching love seats, one matching chair, one coffee table, one side table, one large mirror, and one standing lamp), main family room furniture (one couch, one love seat, one recliner, one large coffee table, 3 side tables, 3 standing lamps, tall matching tall table in upstairs hallway), Dining room table with 6 matching chairs and matching bench (currently located downstairs), two (2) hutches (small one in hallway including souvenirs and larger one in dining room containing Jodi's and her mother's china set), Jodi's bedroom set (King sized bed, matching dresser with attached mirror, 2 matching night stands, 1 large entertainment center, and 3 standing lamps), large wood desk and chair (located in Jodi's bedroom), massage chair and small table (located in Jodi's bedroom), small standing desk with chair, three (3) computers (2 HPs and one Apple, 4 computer screens with 2 docking stations and HP printer with table), three (3) televisions (located in Jodi's bedroom, main family room, and downstairs family room), small fridge downstairs, Jodi's treadmill, exercise bike, hoist (weight machine), Freestyle, elliptical, firm bench, weight bench, partial set of free weights (2 lbs. to 20 lbs., Kettleball 15, 20, and 25 lbs.), fans, exercise DVDs, 2 ladders (located upstairs and in her garage), Jodi's iPhone, iPad, and 2 Apple watches, Jodi's Glock gun, 2 Normans guns located in safe, and small standing safe in walk-in closet, 4 large

rugs (located in hallway, formal family room, kitchen, main family room, and small kitchen/ bathroom rugs), one twin bed, one night stand, one tall dresser (matching set located in upstairs bedroom), Kayak, Normans tools (from Jodi's father), Jodi's wall decorations (all Jesus pictures, Italy and other pictures, mirrors, clocks, etc.), Alexa devices, GoPro camera and paraphernalia, professional camera with gear, JBL speakers (3 large, 1 medium, 1 small), one blue vacuum and Bissell mop unit, Jodi's Minky Couture blankets, throw blankets, and 3 blanket racks, one PlayStation, 4 DVD players, Jodi's DVD movie collection with DVD wood case, Petitioner's 3 Samsonite suitcases, Jodi's cookware (inherited from her mother) and her dinner dishes, 26 house plants, house wreaths, Petitioner's Stanley and Bubba collections, 2 outside benches, small iron table set, garden furniture set, and Jodi's personal items and effects (including school books and materials, puzzles, souvenirs, and snow blower).

b. Respondent: ADT alarm system, Respondent's bedroom set, two (2) large leather couches, one (1) coffee table, two (2) side tables, two (2) red and brown large rugs (located in the family room or top floor of the home), couch with pull-out bed, large desk, office chair, large rug (items presently located in office), one (1) standing lamp, TV stand from main family room, leather couch, love seat, one (1) coffee table and one (1) side table (items presently located in the small room off the downstairs family room), three (3) televisions (located in Respondent's room, upstairs family room, and basement), freezer and small fridge (presently located in the garage), Respondent's treadmill, one (1) punching bag, half set of

free weights (20+ lbs.), one (1) piano (located in formal living room), fridge and dishwasher (in main room floor kitchen), stove in basement, red vacuum (in basement), tools in garage (excluding Jodi's inherited Normans tools), one (1) large wall clock (located in upstairs stairway), washer and dryer (if Jodi is unable to take the Jacuzzi to her new residence she will take the washer and dryer and Carl will take the Jacuzzi), large safe located in garage, riding lawn mower, 3 large Venice pictures located in upstairs hallway, Respondent's 3 Samsonite suitcases, Respondent's guns, Legos, trampoline, children's bedroom set and items, Respondent's personal items and effects (including clothes, souvenirs, and his wedding ring), three (3) water shares, and the cat named Pumpkin.

c. The parties will equally divide the games, towels, additional cookware not identified above, food storage, and other personal items between them as they may agree.

7. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

8. Both parties shall be allowed to keep the personal property items that they brought with them into the marriage, and/or the items the parties received as gifts from family members and each other.

VEHICLES

9. Jodi shall be awarded the 2013 Mercedes and 2017 Jeep Sahara, subject to any and all financial obligations associated therewith, and free from any claim of interest by Carl.

10. Carl shall be awarded the 2014 Nissan Altima, 2018 Dodge Truck, 2023 Polaris, and dump trailer subject to any and all financial obligations associated therewith, and free from any claim of interest by Jodi.

11. Both parties shall remove the other's name from the title and any underlying debt of their awarded vehicles no later than March 31, 2026.

REAL PROPERTY

12. During the course of the marriage, the parties acquired real property, namely a marital home located at 3795 Sun Valley Drive, Grantsville, UT 84029.

13. Carl shall be awarded possession of the real property as his sole and exclusive property, and shall be responsible for all expenses related to ownership of the home, including but not limited to mortgage payments, taxes, insurance, and utilities.

14. Carl shall pay Jodi a total of \$450,000 as and for her share of equity in the home, and also in consideration of all other terms herein. The first \$200,000 of this \$450,000 total shall be paid by Respondent to Petitioner on or before February 7, 2026. The remaining \$250,000 of the \$450,000 shall be paid to Jodi on or before March 31, 2026.

15. Within 60 days of the entry of the Decree of Divorce, Carl shall refinance the mortgage(s) associated with the property to remove Jodi's name and financial liability therefrom. Until the home is refinanced or sold, Carl shall indemnify and hold Jodi harmless from any and all liability or debt associated with said property. If Carl fails to pay Jodi the \$450,000 as described herein, or if he fails to refinance the real property and thereby remove Jodi's name from the mortgage obligation thereon within 60 days following entry of the Decree, the home shall be listed for sale with a mutually agreed upon realtor. If the parties cannot agree upon a

realtor, Jodi shall submit a list of 3 potential realtors to Carl, and Carl will choose one of the proposed realtors within one (1) week of receiving the names from Jodi. If he fails to make a timely selection, then Jodi may choose the realtor. The parties will follow the advice and recommendations of the realtor regarding all aspects of the sale, including but not limited to: list price and possible, counter-offers, etc.

16. If the home is sold in accordance with the provisions set forth above, the proceeds of the sale of the home will first be used to pay off the mortgage, applied to costs of sale (including agent fees), and the net proceeds will then be divided between the parties. However, if Carl has already paid Jodi the first \$200,000 prior to selling the home, Carl shall be entitled to the first \$200,000 from the sale of the property to match the sum already received by Jodi. Thereafter, the remaining equity will be divided as the parties may agree or as ordered by the Court, taking into consideration the value of the marital estate at the time the parties executed this Stipulation, or as soon thereafter as can be ascertained. Certain other provisions herein may be modified if the home is sold and not refinanced by Carl, including but not limited to: distribution of personal property, financial accounts, business interests and/ or alimony. If Carl does not refinance the property and pay Jodi the sums outlined herein, and if the parties cannot reach a separate agreement to modify their Decree, they will exchange financial disclosures in accordance with Rules 26 and 26.1 of the Utah Rules of Civil Procedure and then attend mediation prior to bringing the matter to Court.

17. Jodi shall sign a Quitclaim Deed and any other documents necessary to transfer title or ownership of the property to Carl at the time the home is refinanced.

RECENTLY ACQUIRED REAL AND/OR PERSONAL PROPERTY

18. Any real and/or personal property acquired by either party after the signing of the Initial *Stipulation and Settlement Agreement* on January 29, 2026, shall be awarded to the party who purchased said property, free and clear of any claim from the other party.

19. If there is any new debt acquired in purchasing new and/or personal property, it shall be the sole responsibility of the party who acquired it, and that party shall hold the other party harmless from the liability thereon.

**BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND/OR BUSINESS
INTERESTS**

20. The parties have acquired bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage. The parties shall each be awarded all financial accounts and assets presently held in his or her own name, free and clear from any claim of interest by the other party.

BUSINESS INTERESTS

21. The parties have acquired certain business interests in Transmasters Transmissions, a business specializing in car mechanics and transmissions.

22. All interests in Transmasters Transmissions shall be given to Carl, free and clear of any claim made by Jodi, provided that Carl pays Jodi the \$450,000 described above herein. However, if Carl fails to pay Jodi this sum, the issue of the business may be reopened and addressed in further proceedings.

23. Carl specifically, intentionally, and knowingly agrees that Jodi shall not be held responsible for, and is hereby absolved of, any and all responsibility related to Transmasters. This includes, but is not limited to: any legal disputes, business debts, contractual issues,

regulatory matters, or IRS/tax liabilities that have arisen in the past, exist currently, or may arise in the future regarding said business.

24. Should any claim, debt, or audit be initiated against Jodi regarding the business activities of Transmasters, Carl shall indemnify, defend, and hold Jodi harmless from any resulting costs, damages, or legal fees.

DEBTS AND OBLIGATIONS

25. The only joint debts held by the parties are the mortgage on the marital home (addressed above), and jointly held VISA credit card debt. In consideration of the \$450,000 to be paid by Carl, Jodi will assume responsibility for the VISA credit card debt. Carl will not utilize this credit card or increase the debt that Jodi is assuming and, any additional debt incurred by either party post-separation shall be the responsibility of the party who incurred the debt.

26. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 81-4-406(3), the parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

27. Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the Decree of Divorce to each creditor he or she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party;
- c. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of

non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

ALIMONY

28. Provided that Carl pays Jodi the \$450,000 set forth above herein, alimony shall not be awarded to either party. However, if Carl fails to pay Jodi this sum, the issue of alimony may be reopened and addressed in further proceedings. If Respondent pays Jodi in full, the issue of alimony will not be reopened.

RESTRAINING ORDERS

29. Both parties shall be restrained from threatening, harassing, bothering or harming the other party at their respective homes or future place of employment.

30. Each party shall be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account.

31. Both parties shall be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.

MISCELLANEOUS

32. No dispute arising from or related to the *Decree of Divorce* shall be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution.

33. The parties shall each pay their own attorney's fees and costs incurred in this matter.

*****END OF DOCUMENT**

COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE***

APPROVED AS TO FORM:

Dated: April 15th, 2026

/s/ Carl F. Hovey

CARL F. HOVEY

Respondent

**electronically signed by Eliza Van Orman
with permission of Carl F. Hovey via email
at 5:25 p.m.**

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Order was served by being emailed on the 15th day of April, 2026, to the following parties. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

CARL F. HOVEY

Respondent

carlforsythhovey@gmail.com

JR LAW GROUP, PLLC

/s/ Eliza Van Orman

ELIZA VAN ORMAN

Attorney for Jodi M. Hovey – Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of April 2026, I caused a true and correct copy of the foregoing ***Decree of Divorce*** to be electronically filed with the Court, and that Notice was served on each of the following by the method indicated below:

E-MAIL:

CARL F. HOVEY
Respondent
carlforsythhovey@gmail.com

JR LAW GROUP, PLLC

/s/ Seth Erichsen
SETH ERICHSEN
Paralegal for JR Law Group, PLLC