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

<b>In the matter of the marriage of:</b>  <b>ELIZABETH GRUENKE,</b> <b>Petitioner,</b>  <b>and</b>  <b>ERIC BARNHILL,</b> <b>Respondent.</b>	<b>DECREE OF DIVORCE</b>  <b>Case No. 254904986</b>  <b>Judge Vernice Trease Commissioner Kim Luhn</b>
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COMES NOW, Petitioner, ELIZABETH GRUENKE (hereinafter "Mother") having filed a Verified Petition for Divorce against Respondent, and Respondent, ERIC BARNHILL (hereinafter "Father"), having been properly served notice of Mother's Verified Petition for Divorce, participated in good faith negotiations and having entered into a Stipulation and Settlement Agreement (hereinafter "Stipulation") resolving all issues in their divorce, 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**

## **DIVORCE**

1. **The parties are granted a divorce based upon their irreconcilable differences pursuant to Utah Code Ann. § 81-4-405.**

### **JURISDICTION AND VENUE**

1. **Residency.** Both parties are residents of Salt Lake County, State of Utah, and have been for more than three (3) months immediately preceding this action.
2. **Marriage.** The parties were married on August 25, 2007.
3. **Grounds.** A Decree of Divorce shall be entered on the grounds of irreconcilable differences pursuant to Utah Code § 81-4-405(1)(h).
4. **Children:** The parties have one minor child, C.R.G-B., born January 2009. No additional children are expected
5. **Legal Custody:** The parties are awarded joint legal custody of the child. The party caring for the child shall make day-to-day decisions regarding the child. The parties shall discuss in good faith all major life decisions affecting the child in an attempt to reach an agreement. If no agreement can be reached, the parties shall mediate before seeking relief from the Court. Both parties shall have full access to all of the child's records, including but not limited to, schooling, medical, extracurricular etc.
6. **Physical Custody:** The parties shall share joint physical custody of the minor child. Mother shall be designated as the custodial parent. Parent time shall be on a 50-50 schedule as the parties agree or if no agreement can be reached, on a week-on, week-off schedule with exchanges on Sunday evenings. Given the age and

maturity of the child, the child shall be granted the option and discretion to participate in parent-time as they so choose. Neither parent shall be subject to legal action for a child's noncompliance with the parent-time schedule. Notwithstanding, the parties have an affirmative duty to encourage the child in having a positive relationship with the other parent and spending time with them.

7. **Holiday Parent-time.** Holiday parent time shall be as the parties agree or if no agreement can be reached, the parties shall follow the holiday schedule below:

Odd Years	Even Years	
Mother	Father	<b>Dr. Martin Luther King Jr. Day:</b>  (1) Holiday begins Friday at:  (a) 9 a.m. if school is not in session and the parent can be with the child;  (b) the time that school is regularly dismissed; or  (c) 6 p.m. at the election of the parent granted the holiday.  (2) Holiday ends:  (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or  (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.
Father	Mother	<b>President's Day:</b>

		<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following President's Day; or</p> <p>(b) at 8 a.m. on the day following President's Day if there is no school.</p>
Mother	Father	<p><b>Spring Break:</b></p> <p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends at:</p> <p>(a) upon delivering the child to school on the day following the end of spring break; or</p> <p>(b) at 8 a.m. on the day following the end of spring break if</p>

		there is no school.
Father	Mother	<p><b>Memorial Day:</b></p> <p>(1) Holiday begins Friday at:</p> <ul style="list-style-type: none"> <li>a. 9 a.m. if school is not in session and the parent can be with the child;</li> <li>b. the time that school is regularly dismissed; or</li> <li>c. 6 p.m. at the election of the parent granted the holiday.</li> </ul> <p>(2) Holiday ends:</p> <ul style="list-style-type: none"> <li>(a) upon delivering the child to school on the day following Memorial Day; or</li> <li>(b) at 8 a.m. on the day following Memorial Day if there is no school.</li> </ul>
Mother	Mother	<p><b>Mother's Day:</b></p> <p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>
Father	Father	<p><b>Father's Day:</b></p> <p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>

Father	Mother	<p><b>Juneteenth National Freedom Day:</b></p> <p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Mother's Day; or</p> <p>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Mother's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>
Mother	Father	<p><b>Independence Day:</b></p> <p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>
Father	Mother	<p><b>Pioneer Day:</b></p> <p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>
Mother	Father	<p><b>Labor Day:</b></p> <p>(1) Holiday begins Friday at:</p> <p>a. 9 a.m. if school is not in session and the parent can be</p>

		<p>with the child;</p> <p>b. the time that school is regularly dismissed; or</p> <p>c. 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>
Father	Mother	<p><b>Columbus Day:</b></p> <p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p> <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p>
Mother	Father	<p><b>Fall Break:</b></p> <p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of fall break; or</p>

		(b) at 8 a.m. on the day following the end of fall break if there is no school.
Father	Mother	<p><b>Halloween:</b></p> <p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>a. at the time that school is dismissed; or</p> <p>b. at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>
Mother	Father	<p><b>Veterans Day.</b></p> <p>(1) Holiday begins at 6 p.m. on the day before Veterans Day.</p> <p>(2) Holiday ends at 7 p.m. on Veterans Day.</p>
Father	Mother	<p><b>Thanksgiving:</b></p> <p>(1) Holiday begins on Wednesday at:</p> <p>a. 6 p.m.; or</p> <p>b. the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p>

		<p>(a) upon delivering the child to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school..</p>
Mother	Father	<p><b>Winter Break (First Half):</b></p> <p>(1) Holiday begins at:</p> <p>a. 6 p.m. on the day on that school dismisses for winter break; or</p> <p>b. the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.</p> <p>(2) Holiday ends on December 27th at 7 p.m.</p>
Father	Mother	<p><b>Winter Break (Second Part):</b></p> <p>(1) Holiday begins on December 27th at 7 p.m.</p> <p>(2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.</p>
Father	Mother	<p><b>Day of Child's Birthday:</b></p> <p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>

Mother	Father	<b>Day Before or After Child's Birthday</b>
		(1) Holiday begins at 3 p.m.
		(2) Holiday ends at 9 p.m.

8. **Resolving Disputes.** If the parties cannot reach a mutual decision regarding the child, then the parties shall attend mediation before seeking relief from the Court.

9. **Parenting Plan.**

- a. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- b. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-order.
- c. Each parent shall notify the other parent, unless notice is otherwise available to the other parent, within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents shall be entitled to attend and participate fully.

- d. Each parent shall notify the other parent immediately in the event of a medical emergency regarding the children.
- e. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.
- f. **Travel.** When the child travels with either parent out of state, the party traveling shall provide: 1) Itinerary of travel dates; 2) Destination(s); 3) Places where the child or travelling parent can be reached; and 4) The name and telephone number of an available third-person who would be knowledgeable of the child's location.
- g. **Relocation.** Should either party seek to relocate more than 150 miles from their current residence, the parties shall abide by Utah Code §81-9-209.

10. **Child Support.** It is reasonable and equitable that the parties shall pay child support as calculated under the Utah Uniform Child Support Guidelines. For the purposes of child support Mother's monthly gross income is \$2,842.00 and Father's monthly gross income is \$19,703.00. Using a joint physical custody child support worksheet, with Mother calculated at 183 overnights and Father at 182 overnights, Father shall pay Mother child support in the amount of \$738.00 a month.

11. 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 § 81-6-213 and based on the combined support amount as derived from the parties' imputed income.

12. Child support payments shall begin April 15, 2026 . 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 is due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

13. **High School Fees.** Mother shall be 100% responsible for the costs associated with the child's high school fees.

14. **Medical Expenses.** Pursuant to Utah Code § 81-6-208, the parties shall be jointly responsible for covering the children on medical insurance. Currently, Father is providing medical insurance for the minor child. 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 Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children 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 children. The parties shall share equally in the health insurance premium to cover the child and all out of pocket medical expenses incurred for the child pursuant to UCA § 81-6-208 except Father shall pay 100% of the child's psychotherapy costs. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall reimburse the parent within thirty (30) days. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide verification.

15. **Extracurricular Activities.** Father shall pay 100% of the minor child's extracurricular activities.

16. **Tax Exemptions.** Father shall claim the child as a dependent for tax purposes in even years, and Mother in odd years. If a party is behind on any child support obligation by December 31st of any tax year, then that party shall not be entitled to claim the child for tax purposes for that tax year.

17. **Personal Property.** All personal property has been divided and each party is awarded the personal property now in his or her possession.

18. **Vehicles.** Father is awarded the 2024 Audi and Mother is awarded the 2008 Volkswagen Rabbit, with each party being responsible for any loan and all financial obligations associated with the vehicles, including insurance. Father is

awarded the 2002 Subaru Outback, which the parties agree shall be for the benefit and use of the minor child. Once the minor child reaches the age of majority, the car shall be given to the child and titled in the child's name, so long as it is still in existence. Each Party shall take any steps necessary to remove the other party from any financial obligation associated with his/her vehicles and to remove the other party from the title of his/her vehicle within 60 days of entry of the Decree of Divorce. If a party is unable to remove the other party's name from his/her vehicle, the vehicle shall be immediately sold.

19. **Accounts.** All financial accounts have been divided and each party is awarded all financial accounts held in his/her name.

- a. Both parties shall cooperate in the closing of any joint checking or savings accounts within 30 days.

20. **Separate and Premarital Property.** Each party is awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein.

21. **Debts and Obligations.** All debts have been divided and each party shall be responsible for any debt held in his or her name. The parties shall notify respective creditors or obligees, regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

22. **Real Property.** The parties' own real property located at 2635 S. Alden Street, Salt Lake City, Utah 84106 ("Home"). Mother is awarded the Home and shall be

responsible for the mortgage and all debts and liabilities associated with the Home, subject to the provisions set forth below.

23. Until Mother refinances the Home out of Father's name, one party buys the other out, or the Home is sold, the following shall apply:

- a. Mother shall timely make all mortgage payments on the Home.;
- b. Neither party shall further encumber the Home;
- c. Father shall have online access to the mortgage account so he can ensure the mortgage payments are being made timely by Mother.;
- d. The parties shall equally share the cost of any mutually agreed-upon necessary repairs to the Home, with each party responsible for their half of the payment at the time the repairs are completed.

24. If Mother fails to timely make all monthly mortgage payments on the Home, Father may make the mortgage payments on the home to be reimbursed by Mother. If Mother fails to timely make all mortgage payments on the Home, Father may take possession of and buy Mother out of her half of the equity in the Home at that time. If this occurs, the parties will obtain an appraisal by a mutually agreed upon appraiser to determine the amount of equity in the Home existing at that time and Father shall buy Mother out of half the equity in the home per the appraisals. If Mother fails to timely make all mortgage payments on the Home and Father does not wish to buy her out of her equity as set forth above, the Home shall be listed for sale with a mutually agreed upon real estate agent and the parties shall follow the agent's advice regarding

preparing the Home for sale, listing the Home for sale, listing price, offers, counteroffers, price reductions etc. The parties shall share equally in all net equity in the Home.

25. If Mother chooses to move out of the home prior to December 31, 2028, her move shall trigger the provisions of ¶ 24 above. In the event Mother chooses to move from the home, she will provide Father sixty (60) days' notice.

26. If Mother timely makes all mortgage payments on the home and remains living in the Home, Mother shall refinance the mortgage on the Home and take all steps necessary to remove Father's name from the mortgage on the home on or before December 31, 2028. At the time that Mother refinances to remove Father's name from the mortgage on the Home, the parties shall obtain an appraisal from a mutually agreed upon appraiser, and Mother shall pay to Father one-half of the equity in the home per the appraisal.

27. Both parties shall cooperate with the mortgage lender to provide all necessary documentation to protect Mother's interest in the home. Mother shall have the option to record a Notice of Marital Interest with Salt Lake County.

28. Mortgage payment shall be considered timely if made before the 17<sup>th</sup> of the month.

29. If Mother fails to remove Father's name from the mortgage by December 31, 2028, Father may take possession of the Home if he so desires and shall buy Mother out of half the equity in the Home pursuant to an appraisal, by a mutually agreed upon appraiser, at that time. If Mother fails to remove Father's name from the mortgage

on the Home before December 31, 2028, and Father does not wish to take possession of the Home and buy Mother out of her equity, the Home shall be listed for sale with a mutually agreed upon agent and the parties shall follow the agent's advice regarding preparing the Home for sale, listing the Home for sale, listing price, offers, counteroffers, price reductions etc. The parties shall share equally in all net equity in the Home.

30. If Mother is still residing in the home while the home is in the process of being sold, Mother shall continue to make timely mortgage payments. If Mother is no longer in the home while the home is in the process of being sold, the parties shall equally share the cost of the mortgage payments.

31. **Retirement and Other Investment Accounts.** Mother is awarded 100% of the following accounts, free and clear of any claim from Father: ETrade 559, Fidelity IRA 2910, Fidelity IRA 7155 and Fidelity Roth 0652. If Father has withdrawn any funds from the retirement accounts since the parties separated, he shall replace those funds before the account is awarded to Mother. Father shall provide statements for the accounts awarded to Mother upon request so she may verify if any withdrawals or transfers have been made since separation. Father is awarded the following accounts, free and clear of any claim by Mother: ETrade 204, Fidelity Dexcom 401K 4423, TIAA 403b, premarital Fidelity Roth IRA 5545. The accounts shall be directly transferred to the party receiving the account wherever possible. If this is not possible, the parties shall facilitate the preparation of a QDRO for the division of the accounts.

32. **Business Interests.** Mother is awarded her pre-marital business interest in Intelligent Exercise, LLC, free and clear from any claim from Father. Mother shall indemnify, defend and hold Father harmless Father from any debts, liabilities, damages, etc. related to the business awarded to her.

33. **Alimony.** Beginning April 15, 2026, Father shall pay to Mother monthly alimony in the amount of \$3,500 per month for 84 months. Alimony shall automatically terminate if the party receiving alimony remarries, cohabitates, the term of alimony is completed, or either party dies, whichever event occurs first.

34. **Mutual Restraining Orders.** The parties shall be restrained from disparaging the other party and are to instruct third-parties to also be so restrained. The parties shall be permanently restrained from harassing, harming, bothering, annoying, threatening, committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited telephone calls, excessive electronic contact through e-mails, texts, etc., and unplanned visits at the other's place of residence. The parties shall be restrained from using each other's names and/or social security numbers to obtain any debt.

### **Administrative Provisions**

35. **Duty to Sign Documents.** Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the

entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask 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.

36. **Attorneys' Fees.** Each of the parties shall assume and pay their own attorney fees from non-marital funds/accounts.

37. **Undisclosed Assets.** If assets are later discovered that had not been previously disclosed, those assets shall be awarded to the other party.

**IT IS SO ORDERED.**

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**---EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE STAMP AND  
SEAL AT THE TOP OF THIS PLEADING---**

**APPROVED AS TO FORM:**

/s/ Jennifer Johnson

Electronically signed by Cassie J. Medura  
w/ permission of Jennifer Johnson  
Attorney for Petitioner