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*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

In the matter of the marriage of DARREN MICHAEL TOHIVSKY, Petitioner, and JANET LYNN MORRIS, Respondent.	DECREE OF DIVORCE Case No. 264901735 Judge: Stephen Nelson Commissioner: Kim M. Luhn
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The Petitioner, DARREN MICHAEL TOHIVSKY, and the Respondent, JANET LYNN MORRIS, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

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

PERSONAL PROPERTY

1. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
2. During the course of the marriage, the parties acquired certain items of personal property.
3. The pets are awarded to Respondent.
4. All other personal property has already been divided and each party shall be awarded the property currently in their possession.
5. 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.

VEHICLES

6. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.

REAL PROPERTY

7. The real property was previously divided between the parties. There is no additional real property to divide as a result of this marriage.

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

INTERESTS

8. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

9. Each party shall be awarded the bank accounts in their respective names free and clear from any claim by the opposing party.

10. Each party shall be awarded all retirement, stock option, and investment accounts in their respective names free and clear from any claim by the opposing party.

DEBTS AND OBLIGATIONS

11. During the course of the marriage the parties incurred certain marital debt; the parties shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.

12. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

13. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

ALIMONY

14. Both parties waive any claim to spousal support from the other, now or forever.

TAX RETURN

15. The parties shall file taxes for the 2025 tax year as each deem appropriate.

ATTORNEY'S FEES

16. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

17. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

18. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

19. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

20. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

21. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce 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.

22. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 28th day of April 2026.

*E-signed by Wade Taylor
with permission of Darren Michael Tohivsky*

/s/ Darren Michael Tohivsky

DARREN MICHAEL TOHIVSKY
Petitioner

APPROVED AS TO FORM this 28th day of April 2026.

*E-signed by Wade Taylor
with permission of Janet Lynn Morris*

/s/ Janet Lynn Morris

JANET LYNN MORRIS
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 26th day of April 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated

below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

VIA E-MAIL:

DARREN TOHIVSKY

Petitioner

Email: tohivsky@gmail.com

JANET MORRIS

Respondent

Email: jlymorris187@gmail.com

LAW OFFICES OF WADE TAYLOR

/s/ *Wade Taylor*

WADE TAYLOR

Attorney