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Attorney for Respondent

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALE LAKE COUNTY, STATE OF UTAH 450 S. State Street P.O. Box 1860, Salt Lake City, Utah 84114-1860	
In the Matter of the Marriage: TAMAR LUSTGARTEN, Petitioner, and SHAI SHALOM LUSTGARTEN, Respondent.	DECREE OF DIVORCE Case No. 244904472 Judge: Todd Olsen Commissioner: Michelle Blomquist

The above-entitled matter comes before the Honorable Todd Olsen, Third District Court Judge, as a stipulated divorce. The Court, having reviewed the Petition for Divorce Decree, Stipulation and Settlement Agreement, and other documents on file herein, entered its Findings of Fact and Conclusions of Law. The Court being fully informed enters the following Decree of Divorce:

1. Petitioner, Tamar Lustgarten (hereinafter “Ms. Lustgarten”) and Respondent, Shai Shalom Lustgarten (hereinafter “Mr. Lustgarten”) are both bona fide residents of Salt Lake County, State of Utah, and have been for more than three (3) months immediately prior to the commencement of this action.

2. The Parties are husband and wife, having married on September 8, 1999.

3. There are irreconcilable differences of the marriage such that it cannot continue, and the Parties are granted a Decree of Divorce immediately, to be made final upon entry.

4. Neither Party is a member of the United States Military.

5. No public assistance is being provided to either of the Parties.

6. **Minor Children.** The Parties do not have any remaining minor children. Therefore, there are no custody issues attendant to this action.

7. **Personal Property.** Each Party is awarded the personal property and the vehicles in their current respective possession. Any disagreements regarding furniture, artwork, and the like, shall be resolved by the Parties within 30 days of the date of the Stipulation and Settlement Agreement (hereinafter “Stipulation”). Should they be unable to resolve these disagreements, they shall return to mediation and, if unsuccessful, to court, on this limited issue. Ms. Lustgarten is awarded the Ford vehicle and the personal property in her current

possession. Mr. Lustgarten is awarded the personal property and Toyota and Land Rover vehicles in his current possession. The Parties shall be responsible for any debt and liability on the vehicles they are awarded. The vehicles being driven by the Parties' adult children shall remain in possession with the adult children. Mr. Lustgarten shall maintain the debt on those vehicles.

8. **Property and Alimony.** Mr. Lustgarten shall pay Ms. Lustgarten 1.8 million dollars as a full and complete settlement of property and alimony, as follows:

- a. \$350,000 within 14 days of the date of the Stipulation;
- b. \$400,000 by December 2, 2026;
- c. \$400,000 by June 2, 2027; and
- d. \$650,000 by December 2, 2027.

9. Mr. Lustgarten shall continue to pay bills and provide support as he is now, until the first of the payments is made. As of the date Mr. Lustgarten makes the first of his four payments to Ms. Lustgarten, Ms. Lustgarten shall be responsible for all of her own ongoing expenses, but for the mortgage and utilities on the Gilroy home, where she may continue to reside until December 31, 2026. Should Ms. Lustgarten choose to leave for Israel prior to that date, she shall relinquish possession at that time.

10. Ms. Lustgarten shall be responsible for any damage occurring between the date of the Stipulation and her moving out of the home.

11. Ms. Lustgarten shall stay on title of all real estate listed below, until she is paid off in full. Further, as referenced herein, Mr. Lustgarten shall not incur any indebtedness against the three properties or in any way encumber, sell, or dissipate the equity in the properties except only to pay Ms. Lustgarten the full settlement herein.

12. In the event a settlement payment to Ms. Lustgarten is late by 14 days, it shall trigger the sale of the Emerson property, from which Ms. Lustgarten shall be paid. If an additional payment to Ms. Lustgarten is late, it shall trigger the sale of the Gilroy property and lastly, the Walker Woods property. The full amount of the net proceeds (net of mortgage and HELOC debt, fees, and gains taxes) of the respective property sales shall be paid to Ms. Lustgarten against the debt still owed.

13. Ms. Lustgarten provides consent to Mr. Lustgarten for any refinancing and/or sale efforts of the real estate, including selection of realtor. Within seven days of notice by Mr. Lustgarten, Ms. Lustgarten shall cooperate with the refinance or sale of any of the properties as proposed by Mr. Lustgarten. As part of any refinance or sale, 100% of the net refinance or sales proceeds (net of costs of sale, realtor fees, mortgage and HELOC debt, fees, and gains taxes)

shall go to Ms. Lustgarten to be applied against the remaining debt owed by Mr. Lustgarten. If the refinance was simply for better debt terms (i.e. no additional debt taken on property), Ms. Lustgarten shall cooperate, with no payment due to Ms. Lustgarten.

14. Once the debt owed to Ms. Lustgarten is repaid, within 14 days of notice by Mr. Lustgarten, Ms. Lustgarten shall provide any assistance necessary to be removed from the title of the real estate.

15. **Bank Accounts and Debts.** Ms. Lustgarten is awarded the bank accounts, and shall be responsible for the credit cards in her name, her vehicle, and the debt to her brothers, her attorneys in Israel, and therapist. She shall hold Mr. Lustgarten harmless from these debts. Mr. Lustgarten is awarded all other accounts and assets and shall be responsible for all other debt, including other debt obligations in Israel. He shall hold Ms. Lustgarten harmless from these debts. The Zions credit card belonging to the joint account shall be closed after it is paid.

16. **Taxes.** Mr. Lustgarten shall assume business and personal tax responsibility (any ongoing liability) for any year the Parties filed joint as well as his liability in any year he filed separately. He shall also assume any tax liability on income associated with rentals (including for any years' taxes not yet filed). The Parties shall file separately for 2026. Mr. Lustgarten shall hold Ms. Lustgarten harmless on such tax obligations.

17. **Future Liability.** Mr. Lustgarten shall indemnify Ms. Lustgarten in association with any lawsuits against Mr. Lustgarten and his businesses or the real estate.

18. Ms. Lustgarten shall waive any rights, ownership interests, or claims with respect to Mr. Lustgarten and any of his businesses. However, in the event Mr. Lustgarten is paid the 2025 bonus associated with the OnmiQ transaction with Summit, in the amount of \$1,720,000, he shall pay Ms. Lustgarten half of the net after-tax proceeds within 14 days of receipt. Payment of this bonus is not certain.

19. Outside the scope of the Stipulation, Ms. Lustgarten shall not pursue or be involved with any legal or collections proceedings against Mr. Lustgarten.

20. **Real Property.** During the course of the marriage, the Parties acquired three houses. The Parties acquired a home located at 3663 Gilroy Road, Salt Lake City, Utah. This property is awarded to Mr. Lustgarten subject to his duty to payout Ms. Lustgarten the property and alimony settlement described herein.

21. The Parties acquired a home located at 1551 East Emerson Avenue, Salt Lake City. This property is awarded to Mr. Lustgarten subject to his

duty to payout Ms. Lustgarten the property and alimony settlement described herein.

22. The Parties acquired a home located at 5518 Walker Woods Lane, Salt Lake City, Utah. This property is awarded to Mr. Lustgarten subject to his duty to payout Ms. Lustgarten the property and alimony settlement described herein.

23. **Financial Accounts.** During the course of the marriage, the Parties acquired certain bank accounts in Israel and in the United States. They shall each be awarded the accounts in their own names. They shall equally share any amounts on the date of the Stipulation, and shall close the accounts as soon as possible. Regarding joint accounts, Mr. Lustgarten shall pay the amount owing on the Israeli bank account and, after paid, Ms. Lustgarten shall remove herself from the joint bank accounts, and allow the Zions joint account to remain so that the mortgages can continue to come out of this account.

24. **Retirement Account.** Mr. Lustgarten has obtained a 401(k) account. Ms. Lustgarten is awarded her one-half ($\frac{1}{2}$) interest in this account, valued as of the date of the Stipulation. The Parties shall immediately contact Rori Hendrix and equally divide the cost to divide this 401(k) account. The Parties shall equally bear this cost.

25. **Health Insurance and Costs.** Neither Party shall have any obligation to carry any health insurance on the other Party or on the children.

26. **Attorney Fees and Costs.** Each Party shall bear any and all of their own attorney fees of any kind, incurred through the date of the Stipulation. Mr. Lustgarten shall be responsible to pay the expert witness fee.

27. **Exchange of Documents.** Each Party shall execute and deliver to the other such documents, as are required to implement the provisions of the Decree of Divorce entered by the Court.

28. **Restraining Orders.** The Parties are mutually restrained from the following behaviors:

- a. Making any derogatory statements or taking any derogatory actions in the presence of the children; and
- b. Making any derogatory statements regarding the other Party through any public means such as social media or the like.

29. **Business Interests.** Each Party is awarded any and all of their own respective business interests. Each Party shall hold the other Party harmless in regard to any and all of their own business dealings.

30. **Maiden Name.** Ms. Lustgarten shall be awarded the right (but not the obligation) to take her maiden last name.

31. **Alimony.** Should Mr. Lustgarten fail to complete the property settlement, and should the home sales contemplated herein fail to make Ms. Lustgarten whole for the amount owed on the property and alimony settlement, Ms. Lustgarten may return to Court to address alimony, based upon the remaining account owed. Upon final payment of the property and alimony settlement listed herein, alimony shall be forever waived and barred.

32. **Rabbinical Divorce.** The Parties shall participate in good faith to obtain a rabbinical divorce immediately after the Utah Decree of Divorce is entered. However, the Parties waived any rights to re-litigate or otherwise modify the terms of the Utah orders in a rabbinical divorce or divorce in Israel and in all other locations. Each Party waived any financial claim of any kind against the other Party, in this Court and in any other court or venue, other than what the Utah Decree of Divorce dictates, as the Parties have decided to divide all of their assets wherever located, whether in Utah, in Israel, or anywhere else, through this Utah divorce action. The terms of this Utah Decree of Divorce shall be binding in all other Courts of any kind.

33. **Modification and Waiver.** No modification or waiver of any of the terms of the Decree of Divorce shall be valid unless in writing and signed by the Parties to this action and subsequently approved by the Court. No waiver of

any breach or default thereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

34. **Mutual Cooperation.** Each Party shall cooperate in each and every way necessary or proper to ensure the Decree of Divorce entered into is carried out in every detail.

35. **Default.** In the event either Party defaults in his or her obligations hereunder, the Party in default shall be liable to the other Party for all reasonable expenses, including attorney fees, incurred in the enforcement of the obligation created by the Decree of Divorce.

36. **Execution of Documents.** Both Parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the Decree of Divorce. Should a Party fail to execute a document within 60 days of the entry of the Decree of Divorce, the other Party may bring a Motion to Enforce at the expense of the disobedient Party. The Court may thereafter 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.

*****END OF ORDER*****

THE COURT'S SIGNATURE APPEARS AT THE TOP OF PAGE ONE

Approved as to Form:

/s/ Douglas Adair

Signed by Lauren R. Barros with permission of Douglas Adair
Attorney for Petitioner

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above proposed Findings of Fact and Conclusions of Law were served via e-mail to Douglas Adair on the 4th day of June 2026. Notice of objections must be submitted to the Court and counsel within seven (7) days. Shall no objections be submitted to the Court and counsel by that date, these Findings of Fact and Conclusions of Order shall be presented to the Court for signature and entry.

/s/ Lauren R. Barros

Lauren R. Barros
Attorney for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of June 2026, I caused a true and correct copy of the foregoing to be served, pursuant to Utah R. Civ. P. 5(b), on the following person(s), by the means indicated herein.

Douglas Adair
douglas@adairevanslaw.com
Attorney for Petitioner

x E-mail

/s/ B. Howick
Paralegal to Lauren R. Barros