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IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF DANIELLE MONIQUE HARTLEY Petitioner, And, MICHAEL ALLAN HARTLEY Respondent.	DECREE OF DIVORCE Case Number 264903697 Judge LINDA JONES
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This matter comes before the court on Petitioner's motion for entry. Petitioner being represented by counsel, Braden D. Ellis, and Respondent being represented by counsel, Andrew Giles, and stipulate and agree as follows. Respondent acknowledges receipt of the Petition for Divorce, accepts service thereof, agrees to submitting himself to the jurisdiction of this court, and agrees to the entry of a decree of divorce upon the terms set forth herein. Having accepted the Stipulation and Settlement agreement entered into on July 15th, 2026, and entered Findings of Fact and Conclusions of Law, the court now enters as follows:

1. Petitioner is hereby awarded a Decree of Divorce from Respondent which dissolves the bonds of matrimony between them.

2. The parties previously entered into a stipulation for, and the Court entered, a Decree of Separate Maintenance. Said Decree was entered on July 28, 2025, under case number 254900955.

Information Relating to the Children of the Parties

3. The parties have two children, one of which is an adult and one is a minor: L.M.H. born October of 2006, and E.D.H. born November of 2009.
4. There are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court pursuant to Utah R. Civ. P. 100.
5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 81 et seq. in that Utah is the home state of the minor children at the time of commencement of this proceeding.
6. Pursuant to Utah Code Annotated 81, said minor children's present address is 13236 S. Herriman Rose Blvd., Herriman, Utah 84096.
7. There is no person, not a party to these proceedings who has physical custody of the children or who claims rights of legal custody or physical custody of, or visitation with, the children.

Child Custody and Parent-time

8. The parties should be awarded joint legal custody of the minor children of the parties pursuant to the parenting plan below.

Parenting Plan

Pursuant to Utah Code Ann. § 81-9-203, the parties submit the following parenting plan:

Custody Provisions

9. The parties shall have joint physical custody of the children. Custody and residency shall be exercised as the parties agree. If the parties cannot agree, the parent-time schedule will be: the parties shall exchange the children on Sunday afternoon, with the receiving parent picking up the children. Michael's Parent-time shall only take place on days that he is not working.
10. Holiday parent-time shall be as the parties agree. If they cannot agree, the holiday provisions contained in Utah Code Ann. § 81-9-305 will take priority over any other rights to custody or residency. These rights shall be interpreted using Utah Code Ann. § 81-9-305 in general, where it does not conflict with this parenting plan. For the purposes of this paragraph, DANIELLE shall be considered the custodial parent, and this designation will not be changed, regardless of any change in custody. This is intended to make sure that the holiday schedule remains the same.
11. Both parties should be restrained from using any illegal drugs, and alcohol to the point of intoxication before and during all periods of parent-time with the minor children.
12. Emergency decisions shall be made by the parent with physical custody of the child at the time of the emergency.

13. No long-term changes in medication shall be made without first obtaining a medical professional's recommendation and consulting with the other parent.
14. The parties agree that any corporal punishment shall be limited to only biological parents.
15. Disagreements about issues not covered by an applicable order or statute shall be discussed between the parties, and the reasonable best interests of the minor children will be the basis on which decisions are made at all times.
16. In the event that the parties are unable to agree regarding a decision, the status quo shall remain in place. If the status quo is not able to be maintained, the parties shall discuss, and if they cannot reach a unanimous decision, they shall attend mediation to try and address the issue. If mediation is unsuccessful, either party may seek review of the decision by the Court, by motion.

Additional Co-Parenting Provisions

17. The party gaining custody shall be responsible for transportation.
18. When transporting the children, each party will be at the appointed place at the time the parent is to receive the child and have the child ready to be picked up at the appointed time and place or have made reasonable alternate arrangements for the other parent to pick up the child. Unless otherwise agreed, exchanges will occur at a party's home.

19. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a child is participating or being honored, and the other parent shall be entitled to attend and participate fully.

20. Pursuant to Utah Code Ann § 81-9-202, for emergency purposes, whenever any child travels and will be away for more than 2 nights, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the child or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

21. Each parent shall have access directly to all school and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

22. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change or knowledge of an impending change.

23. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Until agreed to in writing by

both parties, this shall include the option of the parent that does not have the children in their custody to have daily calls for up to 15 minutes.

24. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent. Each parent will also provide the other parent with the name, current address, and telephone number of all surrogate care providers.

25. Special consideration shall be given by each parent trade time 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 child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

Notice and Parent-Time Responsibilities in the Event of the Relocation of Either Party

26. In the event that either party relocates, said party shall provide notice to the other party of the relocation as soon as practicable, but no less than 60 days prior to the relocation. If it is not possible to provide the full 60-day notice, notice shall be given as soon as is practicable.

27. The notice shall be written, or in another format easily presentable at a court hearing.

28. The notice shall state the following:

- a. Where the party is moving to;

- b. When the party will be relocating;
- c. The reason for the relocation;
- d. Whether or not the relocating party thinks that the current visitation plan will continue to be tenable; and
- e. If the notice was provided less than 60 days prior to the relocation, a statement as to why the notice could not have been provided in a timely manner.

29. The intent of this notice is to give both parties an opportunity to assess whether or not the change will require a modification of the current custody order.

30. In the event that a party relocates 40 miles or more from the children's current school, the parties agree to reconvene and discuss an updated parent-time schedule. If the parties cannot come up with an updated parent-time schedule the non-relocating party shall have the right to bring the issue before the court for the court to make a determination as to the children's best interest.

31. Either party shall have the right to obtain a phone for the children to be used to communicate with both parents. The parties agree that any phone provided for the children shall have full access for the other parent to send and receive calls and text messages from the children. The parties shall allow the children to have unrestricted access to the phone for the purpose of communicating with the other parent during reasonable hours.

Miscellaneous Provisions

32. Prior to obtaining any affirmative relief regarding modification of custody or of the parenting plan, the parties will attempt to resolve the issues through mediation. This will not apply in an emergency. The parties may file pleadings or other paperwork prior to mediation to frame the issues or otherwise protect potential rights, but no hearing will be scheduled, nor will affirmative relief be granted.
33. Any mediation required under the parenting plan will be scheduled with the mediator within 1 week of the mediation being requested in writing. The mediation will occur within 3 weeks of the request unless the requesting party agrees otherwise. The parties will exchange a brief description of the issues to be discussed at mediation one week prior to mediation. The party requesting mediation may determine the mediator, and any fees shall be shared equally at the time of mediation.
34. The Court may review the allocation of costs and attorney fees if the Court determines that the right to request mediation is being inappropriately used. Examples of inappropriate use include intention to harass or annoy, to use the financial consequence of mediation to inappropriately pressure the other party to reach an agreement, or choosing a mediator that is not financially compatible with the parties' financial capabilities.
35. Mediation may be waived if both parties agree in writing that none of the issues can be resolved in mediation.

End Parenting Plan

Provisions Relating to Support Payments

36. DANIELLE is employed part-time currently, and for purposes of child support calculations herein, DANIELLE shall be imputed to gross monthly income of approximately \$1,100.
37. MICHAEL is employed at the City of Los Angeles as a firefighter and earns gross monthly income of \$25,044 per month.
38. As part of this global settlement, MICHAEL shall be deemed current on all support obligations through the date of this agreement.
39. The base monthly child support obligation for MICHAEL is calculated to be \$1,034 pursuant to the Uniform Child Support Guidelines.
40. Pursuant to Utah Code Ann. 62A-11-502 the obligor parent shall make child support payments directly to the obligee parent as by direct deposit. However, any party may subsequently pursue income withholding through the Office of Recovery Services upon if either the obligor or the obligee requests. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Respondent in addition to the base child support obligation.
41. Pursuant to Utah Code Ann. 81-6 support shall be payable 1/2 by the 5th day of each month and 1/2 by the 20th day of that month.

42. The issue of child support arrearages may be determined by further judicial or administrative determination.
43. When 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, the base child support award is automatically adjusted beginning the month after the event. The adjustment will reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the most recent child support order.
44. Pursuant to Utah Code 81-6, the parties have a right to adjust this child support order by motion after 3 years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not a of temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.
45. Pursuant to Utah Code § 81-6, either party has a right to modify this child support order at any time by petition if there has been a substantial change in

circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of a child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

46. Each of the parties is under mutual obligation to notify the other within (30) days of any change in monthly income.

Provisions Relating to Health Insurance

47. Pursuant to Utah Code Ann. 81-6, if health insurance for the benefit of the minor children is available to either party, that party should be required to maintain said insurance.
48. While the children are covered on MICHAEL's current health insurance the parties agree that MICHAEL will continue to cover the expense of the children's health insurance premiums. Should the children's health insurance change, both parties

will share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

49. Both parties should share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.
50. The parent ordered to maintain insurance should provide verification of coverage to the other parent, or to the Office of Recovery Services if applicable, upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year. The parent should notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.
51. A parent who incurs unreimbursed medical expenses should provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
52. A parent incurring unreimbursed 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 comply with the verification provisions above.

53. The parent to whom written verification is provided should reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

54. In the event that there are two insurance policies for the minor children, Petitioner's policy should be the primary policy, unless the parties agree otherwise in writing.

Provisions Relating to Debts and Obligations

55. The parties agree that the interest paid on the parties' current HELOC after March 1, 2025 shall be a joint debt. Michael shall continue making the monthly payments on the HELOC. The interest paid on the parties' joint HELOC plan shall be reimbursed to Michael at the time the home is sold, or when one party is paid out. If the home is sold the reimbursement shall be made before the calculation of each parties' share of the equity. If Michael is buying Danielle out of the home, one-half the interest payments between March 1, 2025 and the buyout date shall be reduced from the amount Michael pays Danielle for the buyout.

56. The debt on MICHAEL's 457 retirement account through VOYA shall be treated as a marital debt, and shall be paid for from joint assets. If the debt hasn't been paid off at the time the marital home is sold, the debt shall be paid from the proceeds of the sale of the home. Payments made by MICHAEL shall be credited toward the division of proceeds from the sale of the marital home.

57. As part of this global settlement, the parties acknowledge that DANIELLE borrowed \$14,600 from Danielle's father for her schooling. This loan shall be

repaid in full. MICHAEL shall pay \$250/month for 5 years. DANIELLE shall be solely responsible for the remainder of the debt.

58. Each party should be responsible for the debt listed in their own name, and any debts listed in both parties' names will be split equally.

Provisions Relating to Personal Property

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

60. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties should divide the personal property in an equitable manner.

61. As part of this global settlement, DANIELLE will be awarded the 2021 Jeep Wrangler Sahara and MICHAEL shall be awarded the Ford F-250, Honda Civic, and the 5th wheel camper trailer. The parties' Honda Pilot shall be held for the benefit of the parties' children, and for purposes of the division of assets shall not be awarded to either party. Each party shall hold the other harmless on any debt or obligation associated with the vehicle awarded to that party, except that MICHAEL shall be solely responsible for the outstanding balance on the Jeep. The payments MICHAEL makes on the Jeep shall not be attributed to any child or spousal support payment. Once the Jeep has been paid off, the title shall be transferred into Danielle's sole name.

Provisions Relating to Real Property

62. During the course of the marriage, the parties acquired a home at 13236 S.

Herriman Rose Blvd., Herriman, Utah. The parties shall maintain the home for no more than two years. This deadline may be extended beyond that time by written agreement of both parties. No sooner than 60 days after the signing of this agreement, the home may be listed for sale upon Danielle's request. MICHAEL shall have the first right of refusal to purchase the home by paying DANIELLE one-half of equity at that time. MICHAEL shall the right to make this election within two weeks of Danielle providing a written notice of her intention to sell the home. If Michael is not able to complete his purchase of the home within 45 days of receiving notice from Danielle, the home shall be listed for sale. Any proceeds received from the sale of the home shall be divided equally between the parties.

63. If Michael is able to complete the buyout of Danielle's equity in the home, and the payment is made to Danielle on or before September 15th, 2026, the parties agree to a reduction in spousal support of \$600/month.

64. Upon Michael buying Danielle out of the home equity, Danielle shall execute a quit claim deed in favor of Michael, and any other necessary paperwork to complete the transfer all ownership of the home to Michael.

Provisions Relating to Alimony

65. The parties agree that Danielle is in need of spousal support and that Michael has the ability to pay spousal support. This support shall be calculated as follows:

- a. The parties stipulate that Danielle's monthly income shall be imputed at \$1,100 in monthly earnings and monthly child support of \$1,034, for a total of \$2,134 of current take home pay.
- b. The parties stipulate that Danielle has monthly needs of approximately \$7,584.64 per month as follows:

Rent or mortgage	\$3,246.14
Clothing	\$ 200
Groceries (smiths, Target, Costco) average 10/31-12/31\$2058 +23 car wash	\$ 1273
Automobile fuel (average 10/31-12/31)	\$ 80
Automobile Extended Warranty (Jeep)	\$ 128
Housekeeper	\$ 220
Jeep Maintenance oil change \$15/month	\$ 15
Restaurants (average 10/31-12/31 \$704.80) + coffee \$50	\$ 475
Skincare/Makeup/Hair Supplies (average 10/31-12/31)	\$ 475
Personal Care Appointments (hair, nails, skin)	\$ 350
Utilities (electricity, gas, water, sewer, garbage, alarm, ring)	\$ 617
Contacts/glasses (\$1050/yearly)	\$ 90
Therapy	\$ 60
Xfinity	\$ 80
Phone & Watch	\$ 91.50
Car Insurance	\$ 140
Car Registration annual \$283.50	\$ 24
Life Insurance	\$ 20
Total monthly expenses	\$ 7,584.64

- c. While Danielle lives in the marital home, Danielle shall be solely responsible to make the monthly mortgage payments. After Michael completes the buyout of Danielle's equity in the home and while Danielle continues to reside in the home, Danielle shall make monthly payments of rent directly to Michael in the

amount \$3,246.14, and Michael shall make the mortgage payments on the house.

- d. The parties agree that upon a change in Danielle's residence Michael's obligation for the housing portion of the spousal support is anticipated to be \$3,300 per month based on the expected price of a four-bedroom residence in the Riverton/Herriman area.
- e. Michael shall be solely responsible for the car payments on the Jeep. If the Jeep is in an accident, funds from the insurance company shall be applied to any outstanding balance on the loan first. Any remaining balance shall be paid by Michael. Any surplus in the insurance funds shall be awarded to Danielle. If the Jeep is sold, any outstanding balance on the loan shall be paid from the proceed of the sale, with any unpaid balance being Michael's sole responsibility. If there are additional proceeds from the sale of the Jeep, those proceeds shall be awarded to Danielle.
- f. Michael shall be solely responsible for the HOA fees at the house beginning January 1, 2027.
- g. Michael shall be solely responsible for the water filtration system and tankless water annual expenses beginning January 1, 2027
- h. After the above expenses are covered by Michael, the parties agree that Danielle will have monthly expenses of approximately \$7,584.64 per month. The parties agree that Danielle's take home pay will be imputed at \$1,100 per

month. This results in a remaining total support need of \$6,484.64. This shall be calculated using both Child Support, when applicable, and Spousal Support for a period not to exceed ten years. If child support reduces, Spousal Support will increase, with total support remaining \$6,484.64. If Danielle moves out of the house, Michael's support paid directly to Danielle shall be increased, with the agreed upon need for housing increasing to the agreed upon amount of \$3,300 for housing, resulting in a new total support of \$6,538.50 paid directly to Danielle.

- i. Under the current child support calculation of \$1,034, Michael will be making a direct spousal support payment of \$5,450.64 to Danielle. The spousal support payment shall automatically adjust based on changes in child support or changes in expenses Michael is paying directly, resulting in the same total support payment each month.
- j. The parties agree that if a child chooses to move out of Danielle's home, a reduction of \$400/month in the spousal support obligation will be given for each child that moves out.
- k. Spousal support may be reevaluated upon substantial changes in either party's income. This shall include increases as well as decreases.
- l. The parties agree that direct payments for spousal support and child support shall commence in March 2025. Payments shall be made $\frac{1}{2}$ by the 5th and $\frac{1}{2}$ by the 20th of each month.

m. The parties agree that if Danielle cohabitates before the end of the 10 year support timeline, ending March 1, 2035, Danielle's total support will be reduced by \$2,150. The parties agree that in the event of Danielle's cohabitation the reduced support amount shall continue through the end of the 10 year payment period. The parties agree that if Danielle remarries, spousal support shall terminate at that time.

Provisions Relating to Pension and Retirement Related Assets

66. MICHAEL has acquired a DROP plan option, and a pension plan through his employment through the course of the marriage. The parties agree that any of MICHAEL'S retirement plans, including the pension and DROP plans, shall be divided using the *WOODWARD* formula using the valuation date of June 3, 2024.
67. The parties further agree that Danielle shall be named as the recipient in the survivor benefits and DROP provisions of Michael's pension and retirement accounts. Danielle shall be designated as the irrevocable former spouse survivor beneficiary on Michael's pension and any associated DROP account to the extent necessary to protect her awarded interest. Michael shall not remove or change this designation, even upon remarriage, and shall elect any survivor option required by the plan to preserve Danielle's benefits. The Parties shall cooperate in the preparation of any QDRO to implement this provision

Tax Exemptions

68. As part of this global settlement, and in acknowledgement of Danielle accepting a lower support payment than outlined in the Decree of Separate Maintenance, the Parties agree that Michael shall be allowed to claim all available child tax exemptions for the parties' two children as long as he is current on his support obligations.

Attorney's Fees

69. Each party will be responsible for his/her own attorney fees.

Other

70. For the purposes of the Soldiers' and Sailors' Civil Relief Act, 50 U.S.C. § 520, neither party is a member of the military.

71. The provisions of the Decree of Divorce should be interpreted using the principles of good faith and fair dealing and principles of reasonableness as determined by the Court.

72. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

*****END OF DECREE*****

In accordance with URCP Rule 10(e), this document does not bear a handwritten signature, but instead displays an electronic signature on the first page of this document along with the court's seal and the date the order was executed.

APPROVED AS TO FORM:

/S/ANDREW D. GILES (Signed with permission via email 7-16-2026)
ANDREW D. GILES, Counsel for RESPONDENT