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

In the matter of the marriage of: JANIEL HART, Petitioner, v. ERIC HART, Respondent.	DECREE OF DIVORCE Case No. 264900821 Judge Chelsea Koch Commissioner Joanna Sagers
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

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.

JURISDICTION

1. The parties are residents of Salt Lake County, Utah, and have been for three months immediately prior to filing this action.
2. During the marital relationship the parties have resided in the state of

Utah, and this court has jurisdiction over Respondent pursuant to Utah Code 81-4-402(1) (2024 as amended).

3. The parties were married on June 3, 2010, in Salt Lake City, Utah, and are presently married.

4. The parties have one minor child born as issue of their marriage: E.H., born May 2018.

GROUND

5. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship. A Decree of Divorce is hereby entered on the grounds of irreconcilable differences.

MINOR CHILD

6. Utah is the home state of the parties' minor child, pursuant to Utah Code 78B-13-102(7), and Utah has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the child has lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

7. Neither party is receiving any public assistance for the benefit of the dependent child.

8. Pursuant to Utah Rule of Civil Procedure 100(a), Petitioner states, upon information and belief, that there are no proceedings for custody, child

support or parent-time, a protective order or a criminal or delinquency case in regard to the above-named minor child filed or pending in the Juvenile Court of this or any other state.

9. **Legal Custody:** The parties shall share joint legal custody of the minor child, pursuant to the terms of the parenting plan herein.

10. **Physical Custody:** The parties shall share joint physical custody of the child., pursuant to 81-9-305.

11. **Regular Parent-Time:** Parent-time shall be as the parties agree. If the parties do not agree, parent-time shall be on a rotated on a 2-2-5-5 basis, with Petitioner having overnights on Monday and Tuesday nights, Respondent having overnights on Wednesday and Thursday nights and the parties alternating weekends through Monday morning. This two-week rotating schedule is represented visually as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk1	Mom	Mom	Dad	Dad	Mom	Mom	Mom
Wk2	Mom	Mom	Dad	Dad	Dad	Dad	Dad

12. **Holiday Parent-Time:** Holiday parent-time shall be as the parties are able to agree. If the parties are unable to agree, parent-time shall be pursuant to Utah Code §81-9-303 with Respondent being designated as the custodial parent solely for purposes of determining the holiday parent-time schedule. If the parties are unable to agree, each party shall be awarded two weeks of uninterrupted parent-time during the summer months when school

is not in session. Unless the parties agree otherwise, these two weeks shall be exercised consecutively or non-consecutively with a minimum scheduled one-week span. In the event of a conflict, the parties shall alternate who has first choice of extended parent-time with the parent making the earlier election being awarded first choice. In even numbered years, Petitioner shall make her election of extended parent-time dates no later than April 1st and Respondent shall make his election of dates no later than April 15th. In all odd numbered years, Respondent shall make his election of extended parent-time dates no later than April 1st and Petitioner shall make her election of dates no later than April 15th.

13. **Precedence of Parent-Time:** If a conflict arises in the parent-time schedule the order of precedence is:

- a. a) the holiday schedule for Mother's Day or Father's Day;
- b. b) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- c. c) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
- d. d) extended parent-time; and

e. e) the regular parent-time schedule.

14. **School:** The minor child shall attend school based on Respondent's address of residence, unless the parties agree in writing otherwise.

15. **Transportation:** Wherever possible, parent-time exchanges shall occur through the child's school/daycare, wherein the parent ending their parent-time timely drops the child off at school/daycare and the parent beginning their parent-time picks the child up from school/daycare. In all other instances, the parent beginning his or her parent-time shall be responsible for transportation. Unless otherwise dictated by the holiday statute, when school is not in session, exchanges will be at 9 a.m.

16. **Virtual Parent-Time:** Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

17. **Right of First Refusal:** Pursuant to Utah Code 81-9-402, parental care is presumed to be better for the child than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time and overnight, the other parent shall have the first option to provide care for the child. A parent exercising the right of first refusal is responsible for all associated transportation.

18. **Address and Phone Number:** Each party shall keep the other party informed of his or her address and telephone number at all times.

19. **Child Support:** Petitioner is employed by Tanner LLP, and her gross monthly income is \$6,730.00. On information and belief, Respondent is employed by Harris Rebar and Salt Lake Community College, and his gross monthly income is \$8,500.00. The joint custody worksheet shall be used to calculate child support with Mother having 183 overnights and Father having 182 overnights. Respondent is ordered to pay child support to Petitioner for the parties' child in the amount of \$91.00 per month in accordance with Utah Code 78B-12-203 beginning February 1, 2026.

a. a. The child support shall be paid until (1) the minor child reaches the age of majority or graduate High School in the 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 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. b. The person entitled to receive child support is entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and

applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Respondent.

c. c. Child support shall be paid in two increments each month; half on the 5th and half on the 20th of each month.

20. **Medical Insurance Coverage:** Unless the parties agree otherwise, in writing, Respondent shall secure and maintain health insurance coverage for the minor child, if available at a reasonable cost. If at any time the child is covered by the insurance plans of both parents, Respondent's plan shall be designated the primary coverage and Petitioner's plan shall be secondary coverage for the child. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party who carries the insurance on the child shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of

the date he/she first knew or should have known of the change.

21. **Medical Insurance Premiums:** The parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties. Pursuant to U.C.A. 78B-12-212(6), a parent who provides insurance may receive credit against the child support or recover the other parent's portion of the premium.

22. **Out-of-Pocket Medical Expenses:** Each party shall pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the parties' minor child including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent. Either parent who incurs these out-of-pocket medical expenses for the parties' minor child shall provide written verification of the costs and payment of such expenses to the

other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. Under U.C.A. 78B-12-212(9) and (10), in addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

23. **Childcare:** Unless otherwise agreed in writing, the Parties shall share equally the reasonable and necessary costs of childcare actually incurred by either party during their working hours.

24. Parties shall be individually and separately responsible and liable for any childcare costs incurred during their parent-time outside of work hours.

25. **Claiming the Children on Taxes:** The parties shall share the tax deductions and credits related to the minor child. The parties shall alternate who may claim the child with Petitioner claiming the child in even numbered tax years and Respondent claiming the child in odd numbered tax years.

26. The party paying child support's ability to claim the exemption for the minor child shall be conditioned on their being current on December 31st of that tax year in their child support obligations to the party receiving child support. Upon reasonable advance notice and request, each party shall provide the other with a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

27. **School expenses:** The parties shall share equally all reasonable and necessary school expenses. Each party shall provide receipts for payment of school expenses or school fees to the other party within thirty (30) days of incurring or paying the expense. The other party shall reimburse the party incurring the expenses within thirty (30) days of receiving proof of payment.

28. **Extra-curricular Activities:** The parties shall discuss any extra-curricular activities in which the minor child may participate. The parties shall support the child in these extra-curricular activities, sharing the cost equally, whenever they have agreed on a child's involvement in any activity in writing. A parent who enrolls a child in an activity without discussing it with the other parent (and obtaining their agreement in writing) is solely responsible for the associated costs. Each party shall provide receipts for payment of extra-curricular expenses or school fees to the other parent within thirty (30) days of incurring or paying the expense. The other party shall reimburse the party incurring the expense within thirty (30) days of receiving proof of payment.

29. As child support is calculated using the joint custody worksheet, it is expected that both parents will provide clothing and necessities for the children in their respective homes. A parent is responsible for providing a child with a school lunch or lunch money on the days they deliver the child to school. The parties will equally share any mandatory school fees including,

but not limited to, registration fees, lab fees, mandatory supplies, bus fees, etc.

PARENTING PLAN

30. **Mutual Restraining Order:** The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or divorce finances with or in the presence of the child and are to instruct third-parties to also be so restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place. The parties are restrained from using illicit or non-prescribed drugs or drinking to intoxication their parent-time. The parties are also restrained from abusing prescription drugs during their parent-time.

31. **Medical Information:** Both parties have the right to obtain medical information on the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission.

32. **Educational Information:** Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission.

33. Each party will be listed as a parent for the purposes of school contact

or medical care provider contact.

34. **Notice of Activities:** Each party shall be proactive in sharing school or extracurricular activity information with the other party, so that the other party will have enough advance notice to attend.

35. **Communication:** Each party shall communicate directly with the other and not through third persons. The child shall never be used as a messenger. Communication shall be respectful and at no time will it be sarcastic or derogatory. Communication shall be limited to matters involving the minor child such as their health, activities, and well-being, and shall be via text, email, or postal mail, as needed. Contact via telephone shall be limited to emergencies or, if necessary, to facilitate same-day parent-time exchanges. In the event of an emergency involving the minor child, the parties will promptly notify the other without delay.

36. **Out of State Travel:** If either party intends to take the minor child out of state during his or her parent-time, that parent shall provide a brief itinerary to the other party, including a telephone number for emergency communication as stated in Utah Code 81-9-202.

37. **Relocation:** The parties shall follow the notice provisions of Utah Code 81-9-209. Once the Notice is received the Parties shall cooperate to create an updated parenting plan. If the Parties cannot agree on an updated parenting plan the parties shall schedule mediation promptly to create the

parenting plan.

38. **Decision making:** It is anticipated that parental decisions will be required for major decisions in raising the children, including, but not limited to, medical, dental, psychological treatment/counseling, education, joining a religion, participation in religious sacraments, ordinances, or other religious ceremonies. When these issues arise, the parents shall discuss the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties shall seek input from the treating physicians or educators. Both parents shall be provided with such input.

39. If the parents cannot agree after making a good faith effort to reach a mutually agreed-upon decision, the parties shall consider the recommendations of an appropriate mutually agreed upon professional involved with the child, including but not limited to a counselor, therapist, teacher, physician, or other qualified provider. The parties shall give substantial consideration to the professional recommendation in determining what is in the best interest of the child. If the parties remain unable to agree after considering the professional recommendation, Petitioner shall have final decision-making authority, provided the decision is reasonably consistent with the professionals recommendation and is in the best interest of the child. Either party may seek review through the courts.

40. **Emergency Medical Decisions:** The party with custody of the minor child at the time he/she suffers a medical emergency has the authority to make any initial decisions regarding emergency medical care. That party shall notify the other party of the emergency immediately.

41. **Day-to-Day Decisions:** Whichever party has the minor child in his or her physical custody may make minor, day-to-day decisions regarding the child's care.

42. **Implementation of Treatment:** Each party shall facilitate, help and promote the taking of medication or other regimens of therapy for the child as prescribed by the child's doctors.

43. **Mediation before Litigation:** If the parties have a dispute concerning an issue addressed in the provisions of the Decree or this Parenting Plan, they shall seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree. If the parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good-faith effort to do so, they may bring the issue before the court.

44. **Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent shall or allow others to permanently change the appearance of the body of the child, including but not limited to body piercing, tattooing,

permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

45. **Corporal Punishment:** The parties shall refrain from corporal punishment of the minor child and shall keep third parties from doing so.

END OF PARENTING PLAN

DEBTS AND OBLIGATIONS

46. Each party shall be solely responsible for the debts held in his or her separate name and will indemnify and hold the other party harmless therefrom.

47. The parties shall notify respective creditors regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

PERSONAL PROPERTY

48. **Vehicles:** Petitioner is awarded the 2018 Honda CRV, subject to any thereon, and shall indemnify and hold harmless Respondent therefrom. Respondent is awarded the 2016 Honda Civic, subject to any debt thereon, and shall indemnify and hold harmless Petitioner therefrom.

49. **Dogs:** Both dogs are awarded to Petitioner.

50. **Personal Belongings:** Each party is awarded their own personal belongings such as clothing and toiletries.

51. **Other Personal Property:** Any personal property not specifically

accounted for herein shall be divided equitably.

DIVISION OF ASSETS

52. **Assets:** During the course of the marriage, the parties acquired certain assets, which shall be divided as follows:

53. All assets shall be divided as of June 11, 2026 (the "Valuation Date").

54. Petitioner is awarded \$30,991.87 from Respondent's Roth individual retirement account (IRA) ending in 2954, free and clear of any claim by Respondent.

55. Petitioner is awarded \$20,443.75 from Respondent's traditional individual retirement account ending in 6841, free and clear of any claim by Respondent.

56. These amounts (from the accounts ending in 2954 and 6841) shall be transferred by direct trustee-to-trustee transfer into accounts in Petitioner's name as transfer incident to divorce under Internal Revenue Code 408(d)(6), such that they preserve their character as either pre or post tax IRA accounts.

57. Petitioner is awarded \$228,349.38 from Respondent's 401(k) account ending in 90229, to be transferred to Petitioner by means of a Qualified Domestic Relations Order (QDRO). The amount transferred shall be a fixed sum, without adjustment for investment gains or losses after the Valuation Date. Respondent shall retain the remainder of the 401(k) after division.

Petitioner shall be responsible for preparing and submitting the QDRO, and the parties shall share equally the cost to prepare and effectuate the QDRO.

58. If, after all such transfers are complete, the total value of the amounts actually transferred from Respondent to Petitioner is less than \$279,785.00, Respondent shall pay Petitioner the difference within thirty (30) days of the date the last transfer is completed, so that Petitioner receives no less than \$279,785.00 in total from the division of these retirement assets.

59. Respondent is awarded his stock account ending in 4414 in its entirety, free and clear of any claim by Petitioner.

60. Petitioner is awarded her IRA account ending in 6847, 401(k) account ending in 8198, and Cash Balance (CB) account ending in 628, as separate property, free and clear of any claim by Respondent.

61. Petitioner is awarded all right, title, and interest in the business, Warms the Hart, including any inventory, assets, or receivables associated with the business, free and clear of any claim by Respondent.

62. Any remaining joint accounts shall be verified as of the date this agreement is signed and divided equally. The parties shall cooperate to effectuate the division of assets and remove each other's names from joint accounts as appropriate.

63. Respondent shall do whatever is necessary for both parties to have full access to information about his accounts, which are to be divided

pursuant to this stipulation, including, but not limited to, account administrator information, account balances, and account benefits. Respondent shall sign any forms necessary for release of information and for preparation, filing, and processing of the QDRO, from the date of this agreement to the date the accounts are divided.

REAL PROPERTY

64. **Real Property:** During the marriage, the parties acquired an interest in real property, commonly known as 5500 South Allendale Drive, Murray, Utah 84123 (the “Marital Home”).

65. The value of the Marital Home is \$508,000 as determined by a professional appraisal which occurred on February 4, 2026.

66. Respondent is awarded the Marital Home free and clear of any claim of Petitioner, subject to any and all debt thereon. Respondent shall assume the existing mortgages or refinance the Marital Home into his own name within one-hundred-and-twenty (120) days of entry of the decree.

67. If Respondent is unable to refinance the Marital Home and remove the other party from all mortgages, debts and liens associated with the home within one-hundred-and-twenty (120) days, the Marital Home shall immediately be listed for sale and sold to remove Petitioner from the mortgage and any other debts or liens associated with the Marital Home. Respondent shall be entitled to all proceeds from the sale after paying off the

mortgage, and any other debts or liens, free and clear of any claim of Petitioner.

68. Until such time as Petitioner is removed from any mortgages, debts, or liens, Respondent is solely responsible for maintaining property insurance on the Marital Home and for maintaining the property in its present condition or better, and Respondent shall indemnify and hold Petitioner harmless from any losses incurred after the date of execution of this stipulated agreement.

69. Petitioner shall quitclaim the Marital Home to Respondent in conjunction with the assumption or refinancing of the mortgages and satisfaction of all other debts or liens.

70. During the pendency of this divorce action, Respondent shall maintain, at his sole expense, property insurance on the Marital Home, sufficient to rebuild the home in the event of catastrophic damage. Further, beginning with the execution of this agreement, Respondent shall be solely responsible for the repair and maintenance of the Marital Home, and any associated losses, liabilities, or obligations.

MISCELLANEOUS PROVISIONS

71. **Alimony:** Both parties to this action are able-bodied and employed, and neither party is awarded any alimony from the other.

72. **Life Insurance:** Both parties are ordered to maintain in force a policy of insurance on their life, having a benefit payable on death in the

minimum sum of \$100,000.00 naming the minor child(ren) as the ultimate beneficiary(ies) and the other parent as Trustee for the benefit of the minor child(ren), until each child has attained the age of 18 years or graduates from high school in the child's normal and expected year of graduation, whichever last occurs. Further, the parties are ordered to exchange proof annually that such insurance is in full force and effect, as set forth above. Copies of the pertinent provisions of the Decree shall be provided to the life insurance company and the beneficiary designation shall not be changed without a subsequent court order or written stipulation of the parties.

73. **Restoration of Maiden Name:** Petitioner's name shall be restored to Janiel Wells, if she so chooses.

74. **Attorney's Fees:** Each party is responsible for his or her own attorney's fees.

75. **Delivery of Documents:** The parties 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.

76. **Limited Disclosure:** Both parties recognize there has been limited formal disclosure of financial documents. The parties recognize they have a right and ability to do discovery and have access to the other parties' financials. However, the parties have accepted the disclosures that have been made and assert to the court and their counsel, if any, that they are

satisfied with the financial disclosures and have enough information to make an informed decision regarding the division of their marital estate.

Approved as to form:

/s/ Stephen Surman

Stephen Surman

Attorney for Petitioner

Signed with permission via 7-20-2026 email

THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S

SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on July 16, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Stephen Surman
Attorney for Petitioner

/s/ Orion T. Foxx
Orion T. Foxx
Attorney for Respondent