



Ankita Gupta #19928

Robert W. Peterson #11297

HANKS & PETERSON, PLLC

The Judge Building

8 East Broadway, Suite 740

Salt Lake City, Utah 84111

Telephone: 801-363-0940

Email: ankita@hplawslc.com

Attorney for Petitioner

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

In re the Marriage of:

JOHN HEINMILLER,
Petitioner,

and

SANDRA DIETRICK,
Respondent.

DECREE OF DIVORCE

Case No. 264903639

Commissioner: Michelle Blomquist

Judge: Randall Skanchy

The parties, having reached full agreements resolving all issues and, through counsel, having filed a fully executed stipulation with the Court, and the Court, having reviewed and entered its findings of fact and conclusions of law, **IT IS HEREBY ADJUDGED, DECREED, AND ORDERED AS FOLLOWS:**

1. The parties have experienced irreconcilable differences in their marriage and are hereby awarded and granted a divorce, terminating the bonds of matrimony previously existing between them.
2. The parties have acquired marital property and assets, which shall be equitably divided as outlined below.
3. The parties have incurred marital debts and obligations, which shall be equitably divided as outlined below. Once divided, the parties shall comply with 15-4-6.5 and notify respective creditors.
4. The parties have acquired sole and separate, non-marital property and assets, which shall be confirmed to each party as outlined below.
5. The parties have incurred sole and separate, non-marital debts and obligations, which shall be confirmed to each party as outlined below. Once confirmed, the parties shall comply with 15-4-6.5 and notify respective creditors.
6. This document shall be governed by Utah law in all respects. Any reference to code, statute, etc. herein shall mean the Utah law in effect as of the date of filing this Decree.

ASSETS/DEBTS

The parties engaged in disclosure/discovery to the extent necessary to reach agreements regarding their marital and non-marital property, assets, debts, and obligations. The parties' agreements encompass the entire marital estate. The parties' agreements are fair and equitable under the circumstances.

The parties shall divide their marital and non-marital property, assets, debts, and obligations as follows:

1. Real property

a. 2030 West Wasa Street, West Jordan, Utah 84088

The residence located at 2030 West Wasa Street, West Jordan, Utah 84088 (legal description, Lot 205 Raspberry Place number 2 recorded in book 91-8 at plats page 115 of Salt Lake County, Utah parcel number 21-34-304-007-0000), and all the equity/debt associated with the same, shall be awarded to Petitioner, free and clear of any claim from Respondent, subject to the following:

- Petitioner shall have exclusive use and possession of the residence starting 7/1/2026.
- Petitioner shall be solely responsible for all costs, debts, and monthly bills, including, but not limited to, HOA/HOI, property taxes, PITI, utility bills, etc. associated with the residence starting 7/1/2026. To the extent Respondent is listed on any of these costs, debts, and monthly bills, Petitioner shall remove her within 14 days of signing the stipulation and shall indemnify and hold her harmless.
- Both parties are on the deed. As such, Respondent shall cooperate in signing a Quit Claim, Disclaimer, Warranty, and any other deed necessary to relinquish any equity, interest, right, and title she may have to the residence. Petitioner shall provide Respondent with the deed(s) after making the global settlement payment below. Respondent shall sign the deed(s) within 48 hours of receipt. If Respondent fails to or

refuses to sign the deed(s) within the timeframe allotted, Petitioner shall have the ability to enforce this provision and Respondent may be ordered to pay his attorneys' fees in having to do so.

- There is no mortgage. So, no refinancing is necessary.
- Petitioner shall be awarded any/all household and personal property in the residence, free and clear of any claim from Respondent, but for as specified in the personal property section below.
- The parties waive any further claims, equalizations, reimbursements, etc. they may have in relation to the residence.

b. 850 W. Center Street, Apartment 219, Midvale, Utah 84088

Respondent is currently renting an apartment located at 850 W. Center Street, Apartment 219, Midvale, Utah 84088. Respondent shall be solely responsible for her rent and for any other costs, debts, and monthly bills, including, but not limited to, HOA/HOI, property taxes, PITI, utility bills, etc. associated with the rental starting 7/1/2026. Respondent shall indemnify and hold Petitioner harmless.

c. New residence

If either party chooses to purchase a new residence during the pendency of this matter, he/she shall be awarded the new residence, and all the equity/debt associated with the same, free and clear of any claim from the other, subject to the following:

- The purchasing party shall be solely responsible for all costs, debts, and monthly bills, including, but not limited to, mortgage payments, HOA/HOI, property taxes, PITI,

utility bills, etc. associated with the new residence. The purchasing party shall indemnify and hold the other party harmless.

- The other party shall waive any claim to/interest in/lien on the new residence he/she may have.

///

2. Vehicles

a. 2017 Chevy

The 2017 Chevy, and all the equity/debt associated with the same, shall be awarded to Petitioner, free and clear of any claim from Respondent, subject to the following:

- Petitioner shall be solely responsible for all costs, debts, and monthly bills, including, but not limited to, gas, insurance, repairs, etc. associated with the 2017 Chevy starting 7/1/2026. To the extent Respondent is listed on any of these costs, debts, and monthly bills, Petitioner shall remove her within 14 days of signing the stipulation and shall indemnify and hold her harmless.
- Only Petitioner is on the title. So, no title transfer is necessary.
- There is no loan. So, no refinancing is necessary.

b. 2023 Can Am

The 2023 Can Am, and all the equity/debt associated with the same, shall be awarded to Petitioner, free and clear of any claim from Respondent, subject to the following:

- Petitioner shall be solely responsible for all costs, debts, and monthly bills, including, but not limited to, gas, insurance, repairs, etc. associated with the 2023 Can Am starting 7/1/2026. To the extent Respondent is listed on any of these costs, debts, and monthly bills, Petitioner shall remove her within 14 days of signing the stipulation and shall indemnify and hold her harmless.
- Only Petitioner is on the title. So, no title transfer is necessary.
- There is no loan. So, no refinancing is necessary.

c. 1951 Chevy

The 1951 Chevy, and all the equity/debt associated with the same, shall be awarded to Petitioner, free and clear of any claim from Respondent, subject to the following:

- Petitioner shall be solely responsible for all costs, debts, and monthly bills, including, but not limited to, gas, insurance, repairs, etc. associated with the 1951 Chevy starting 7/1/2026. To the extent Respondent is listed on any of these costs, debts, and monthly bills, Petitioner shall remove her within 14 days of signing the stipulation and shall indemnify and hold her harmless.
- Only Petitioner is on the title. So, no title transfer is necessary.
- There is no loan. So, no refinancing is necessary.

d. 2023 Big Bubba (trailer)

The 2023 Big Bubba (trailer), and all the equity/debt associated with the same, shall be awarded to Petitioner, free and clear of any claim from Respondent, subject to the following:

- Petitioner shall be solely responsible for all costs, debts, and monthly bills, including, but not limited to, gas, insurance, repairs, etc. associated with the 2023 Big Bubba (trailer) starting 7/1/2026. To the extent Respondent is listed on any of these costs, debts, and monthly bills, Petitioner shall remove her within 14 days of signing the stipulation and shall indemnify and hold her harmless.
- Only Petitioner is on the title. So, no title transfer is necessary.
- There is no loan. So, no refinancing is necessary.

///

e. 2016 Jeep

The 2016 Jeep, and all the equity/debt associated with the same, shall be awarded to Respondent, free and clear of any claim from Petitioner, subject to the following:

- Respondent shall be solely responsible for all costs, debts, and monthly bills, including, but not limited to, gas, repairs, etc. associated with the 2016 Jeep starting 7/1/2026. Insurance for the 2016 Jeep is addressed in housekeeping below. To the extent Petitioner is listed on any of these costs, debts, and monthly bills, Respondent shall remove him within 14 days of signing the stipulation and shall indemnify and hold him harmless.
- Only Respondent is on the title. So, no title transfer is necessary.
- There is no loan. So, no refinancing is necessary.

3. Bank accounts

The parties are not aware of any joint bank accounts. However, to the extent they exist, the parties shall divide them equally (50/50) as of the date of signing the stipulation and then close them.

The parties shall each be awarded any/all additional bank accounts in their name alone that existed as of the signing of the stipulation or that were opened in their name alone thereafter free and clear of any claim from the other. This shall include, but not be limited to, Petitioner being awarded his Chartway Federal Credit Union checking x9157 and savings x9157 accounts, including the 5 accounts x7178 he opened for the benefit of his grandchildren, which he shall retain sole control over, dominion and possession of. This shall also include, but not be limited to, Petitioner being awarded his US bank accounts, including the CD x1146 he opened to deposit the inheritance he received. This shall also include, but not be limited to, Respondent being awarded her Delta Community Credit Union accounts x7803, checking x0011, and savings x0000, and Goldenwest Credit Union checking x0001 and savings x0001 accounts.

The parties do not believe they are listed on each other's accounts or that there are any additional accounts beyond those listed above. However, to the extent necessary, the parties shall work together to remove their names from any accounts they are not being awarded within 14 days of signing the stipulation.

The parties shall be free to change their beneficiaries on any such accounts as of the signing of the stipulation.

4. Deferred compensation accounts/retirement accounts/stock options

The parties shall each be awarded any/all deferred compensation accounts/retirement accounts/stock options in their name alone that existed as of the signing of the stipulation or that were opened in their name alone thereafter free and clear of any claim from the other. This shall include, but not be limited to, Petitioner being awarded his Fidelity IRA x8750. This shall also include, but not be limited to, Respondent being awarded her Fidelity IRA x8762, her pension plan, and monthly pension payouts.

The parties do not believe they are listed on each other's accounts/options or that there are any additional accounts/options beyond those listed above. However, to the extent necessary, the parties shall work together to remove their names from any accounts/options they are not being awarded within 14 days of signing the stipulation.

The parties shall be free to change their beneficiaries on any such accounts/options as of the signing of the stipulation.

5. Animals

The Labrador retriever, and all the equity/debt associated with the same, shall be awarded to Petitioner, free and clear of any claim from Respondent, subject to the following:

- Petitioner shall be solely responsible for all costs, debts, and monthly bills, including, but not limited to, food, grooming, vet bills, etc. associated with the Labrador retriever starting 7/1/2026. To the extent Respondent is listed on any of these costs, debts, and monthly bills, Petitioner shall remove her within 14 days of signing the stipulation and shall indemnify and hold her harmless.

- If Petitioner is travelling or otherwise needs a place to board or keep the Labrador retriever, Respondent shall provide boarding and care until Petitioner returns.

6. Household and personal property

The parties shall each be awarded the tangible household and personal property in their current possession (i.e. clothing, shoes, furniture, electronics, and other similar items) free and clear of any claim from the other.

7. Housekeeping

- Each party shall be awarded any gifts and inheritance they received during the marriage free and clear of any claim from the other. As far as the parties know, this includes, but is not limited to, Petitioner being awarded his US Bank CD above.
- Each party shall be awarded their SSI.
- Each party is currently insured through Medicare, which is deducted from his/her SSI. Notwithstanding, each party shall be responsible for providing and paying for their own health insurance coverage and costs starting 7/1/2026.
- Petitioner is currently providing Respondent's car (the 2016 Jeep's) insurance. Petitioner shall continue to provide and pay for Respondent's car (the 2016 Jeep's) insurance until the Court enters (stamps) this Decree. Respondent shall have 10 days from the Court entering (stamping) this Decree to acquire her own (the 2016 Jeep's) insurance. Regardless of whether Respondent acquires her own (the 2016 Jeep's) insurance, on the 11th day from the Court entering (stamping) this Decree, Petitioner may stop providing and paying for Respondent's car (the 2016 Jeep's) insurance.

- Petitioner is currently providing Respondent's cell phone coverage. Petitioner shall continue to provide and pay for Respondent's cell phone coverage until the Court enters (stamps) this Decree. Respondent shall have 10 days from the Court entering (stamping) this Decree to acquire her own cell phone coverage. Regardless of whether Respondent acquires her own cell phone coverage, on the 11th day from the Court entering (stamping) this Decree, Petitioner may stop providing and paying for Respondent's cell phone coverage.
- The parties shall be free to change their estate planning documents as of the signing of the stipulation. This shall include, but not be limited to, the parties being free to change or edit their living wills. To the extent the parties executed living wills prior to the stipulation (November 2021), said wills shall be voided or superseded by the stipulation and the division of assets and debts provided for herein (and by this Decree once entered).
- The parties expressly waive any other claims, i.e., to equalization, reimbursement, etc. not specified herein.
- The parties are mutually restrained from harassing attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, or causing any other form of abuse.

8. Debts/credit cards

There is no mortgage or vehicle loans. The only debts the parties are aware of are credit cards. The parties are not aware of any joint credit cards. However, to the extent they exist, the

parties shall divide the liability equally (50/50) as of the date of signing the stipulation and then close them.

Petitioner shall be solely responsible/liable for any credit cards in his name alone that existed as of the signing of the stipulation, including VISA x5954, or that were opened in his name thereafter.

Petitioner shall be solely responsible/liable for any credit cards in his name alone incurred prior to the marriage, during the marriage, that existed as of the signing of the stipulation, unknown to Respondent, and that he opens hereafter. Petitioner shall indemnify and hold Respondent harmless. Petitioner's current amount of credit card debt is \$0.

Likewise, Respondent shall be solely responsible/liable for any credit cards in her name alone that existed as of the signing of the stipulation, including American Express x3004, or that were opened in her name thereafter.

Respondent shall be solely responsible/liable for any credit cards in her name alone incurred prior to the marriage, during the marriage, that existed as of the signing of the stipulation, unknown to Petitioner, and that she opens hereafter. Respondent shall indemnify and hold Petitioner harmless. Respondent's current amount of credit card debt is \$1,000.

The parties do not believe they are listed on each other's cards or that there are any additional debts/cards beyond those listed above. However, to the extent necessary, each party shall be permitted to remove the other party as an authorized user on any card they are responsible for and neither party shall continue to charge or draw credit from any card they are

not responsible for. The parties shall comply with 15-4.6-5, provide a copy of this Decree to, and notify respective creditors of these arrangements.

10. Waste

The parties waive any claim to marital waste they may have. Waste shall be deemed forever waived.

11. Alimony

Petitioner shall pay Respondent alimony. Specifically, Petitioner shall pay Respondent \$700/month for a period of 10 years. Petitioner's payments shall be due on the 1st of the month but shall not be deemed late until the 2nd of the following month. Petitioner shall pay Respondent directly either lumpsum on the 1st of each month via cash app, check, or direct deposit or shall pay Respondent directly \$350 on the 5th of each month and \$350 on the 20th of each month via cash app, check, or direct deposit. Petitioner's payments shall commence on the 1st of the month immediately following the Court's entry (stamping) of this Decree. Petitioner's payments shall continue for 10 years unless otherwise terminated by statute for cohabitation or remarriage of Respondent or death of either party. Alimony shall not be modifiable in amount or duration.

12. Taxes

The parties filed their state and federal tax returns jointly for the 2025 tax year. The parties shall divide any resulting benefit equally (50/50) and shall owe any resulting liability equally (50/50).

The parties shall file their state and federal tax returns separately for the 2026 tax year and for each tax year thereafter (unless remarried). Each party shall be awarded any resulting benefit free and clear from the other party. Each party shall be solely liable for any resulting liability. Each party shall indemnify and hold the other harmless of such liability.

13. Attorneys' fees

Each party shall pay 100% of their own attorneys' fees incurred through submission of this Decree to the Court.

14. Global settlement payment

Given the division of assets and debts and provisions above, Petitioner shall provide Respondent with a 1-time global settlement payment. Specifically, Petitioner shall make a 1-time transfer of \$175,000 lumpsum from his Fidelity IRA to Respondent's Fidelity IRA. Per Fidelity, since this is a Fidelity IRA to Fidelity IRA transfer, no Qualified Domestic Relations Order is necessary. Per Fidelity, since this is a Fidelity IRA to Fidelity IRA transfer, it is not subject to taxation. Petitioner shall transfer \$175,000 lumpsum and Respondent shall receive \$175,000 lumpsum. Should Fidelity be incorrect and should a Qualified Domestic Relations Order be necessary or should there be fees, penalties, or taxation associated with this transfer, the parties shall divide the costs of the Qualified Domestic Relations Order or fees, penalties, or taxation equally (50/50) or Petitioner shall be solely responsible, but Respondent's 50% portion of the cost of the Qualified Domestic Relations Order or 50% amount of fees, penalties, and taxation shall be deducted from the overall amount. Petitioner shall make this 1-time transfer within 14 days of the Court's entry (stamping) of this Decree. The parties acknowledge there may be fees,

penalties, or taxation when Respondent chooses to withdraw all or portions of the \$175,000 from her IRA. However, those fees, penalties, or taxation shall be solely Respondent's liability.

In addition, Petitioner shall make a 1-time payment of \$25,000 lumpsum to Respondent. Petitioner shall write a check for \$25,000 lumpsum and Respondent shall receive \$25,000 lumpsum. Petitioner shall make this 1-time payment within 14 days of the Court's entry (stamping) of this Decree.

To clarify, overall, Respondent is receiving \$200,000, \$175,000 via IRA transfer and \$25,000 via check.

15. Mandatory mediation

The parties understand there may be disputes regarding these agreements in the future. Absent an emergency or other lawful exception, the parties shall participate in mediation before filing to enforce or modify this Decree. The parties shall mutually agree upon the mediator and divide the costs of mediation equally, subject to reallocation by the mediator and Court.

///

16. Protective provisions

- Respondent does not need to restore her maiden name.
- The parties agreed, and the Court hereby confirms, the parties entered into their stipulation voluntarily, free and clear from any coercion, duress, or undue influence from anyone, including the other party. They entered into their stipulation and therefore, this Decree, which incorporates the stipulation's terms, knowingly, willingly, and without

disability. Each party understood the stipulation and had the opportunity to consult with counsel before signing the stipulation and approving this Decree.

- The parties agree, and the Court hereby orders, the division of assets herein equitably divides the marital, non-marital, and sole and separate property, assets, debts, and obligations.

- The parties avow and represent to each other that the total marital estate consists of the items outlined herein. The parties warrant that all marital, non-marital, and sole and separate property, assets, debts, and obligations currently existing are delineated herein. In the event additional property or assets are discovered at any time after the filing of this Decree, and those after-discovered property or assets are not delineated or distributed herein, those after-discovered property or assets shall be divided equitably. The parties shall, before that division, hold the property as tenants in common. If it is discovered that either party intentionally or negligently failed to disclose property or an asset, the other party shall be awarded 100%. In the event additional debts or obligations are discovered at any time after the filing of this Decree, and those after-discovered debts or obligations are not delineated or distributed herein, the party incurring the liability shall be solely responsible and shall indemnify and hold the other party harmless of such liability.

- The parties avow and represent to each other that neither has any intention presently or at any time within the foreseeable future to file for bankruptcy. The parties are aware that if either party files for bankruptcy, said filing could impact the property division herein. In the event either party files for bankruptcy after the filing of this

Decree, which impacts or impairs this Decree, that shall be a basis to request modification. The parties understand that any provisions herein for the payment of money by one party to the other are in the nature of support and are not dischargeable in bankruptcy. Likewise, the debts created herein are of a nature that is not dischargeable in bankruptcy.

- The parties expressly waive their claims to any equalizations, offsets, and reimbursements except as set forth herein.
- The parties acknowledge the division of assets herein may have tax consequences and they were advised to seek independent tax advice.
- Neither party shall treat the division of property herein as a sale or as giving rise to a gain or loss for federal or state income tax purposes. Should either party violate the provisions of this paragraph and cause federal or state tax liability to the other, the party causing the liability shall indemnify and hold the other harmless.
- Each party shall execute and deliver all assigns and documents required or necessary to effectuate any conveyance or transfer of property, real or personal, herein.
- If the parties do not, this Decree shall be deemed a sufficient assignment, conveyance, deed, transfer, and bill of sale of all right, title, interest, claim, and demand of every nature covered herein. This Decree may be filed and recorded as a valid instrument.

- Alternatively, either party may file to have assigns and documents required or necessary to effectuate any conveyance or transfer of property, real or personal, herein via receiver and Rule 70.
- Any duty to indemnify herein shall include not only the obligation to pay the underlying liability but also the obligation to pay the costs associated with defending or satisfying it, including, but not limited to, Court costs, investigative costs, etc.
- This Decree shall be considered for all purposes as having been prepared through the joint efforts of the parties. No presumption shall apply in favor of either party in the interpretation of this Decree.
- If any provision herein is declared to be unenforceable by a Court of competent jurisdiction, any remaining provisions are, nevertheless, binding upon the parties and enforceable to the fullest extent permitted by law.
- In the event either party must initiate enforcement/contempt proceedings to enforce compliance with this Decree, the parties understand the Court may order sanctions against the contemnor, including the sanction to reimburse the petitioning party's attorneys' fees and costs.
- This Decree constitutes the parties' entire agreement and supersedes any prior agreements or Orders. Any modifications shall be invalid unless made in writing by both parties or Court Order.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

This document does not bear a signature line or handwritten signature but instead displays an electronic signature on the first page along with the Court's seal and the date the document was executed in accordance with Rule 10 of the U.R.C.P.

[APPROVED AS TO FORM AND CONTENT BY]

/s/ John Heinmiller

John Heinmiller

Petitioner

*Electronically signed by Ankita Gupta
with explicit permission from John Heinmiller*

/s/ Sandra Dietrick

Sandra Dietrick

Respondent

*Electronically signed by Ankita Gupta
with explicit permission from Sandra
Dietrick*

[APPROVED AS TO FORM ONLY BY]

HANKS & PETERSON, PLLC

/s/ Ankita Gupta

Ankita Gupta

Attorney for Petitioner

[NOTICE PURSUANT TO RULE 7 OF THE U.R.C.P.]

Notice is given that this Decree of Divorce shall become an Order of the Court unless you file an objection in writing within seven (7) days of the date you are served with this notice.

1CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of August, 2026, I served a true and correct copy of the foregoing DECREE OF DIVORCE via email to:

Sanda Dietrick

libralina1014@yahoo.com

Respondent

I further certify that on this 19th day of August, 2026, I served a true and correct copy of the foregoing DECREE OF DIVORCE via electronic notification to:

Sanda Dietrick

Respondent

/s/ Ankita Gupta

Ankita Gupta