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

In the matter of the marriage of:

TRACY ELLIS,

Petitioner,

and

JOSHUA ELLIS,

Respondent.

DECREE OF DIVORCE

Case No. 264901128

**Judge Kristine Johnson
Commissioner Russell Minas**

This matter having come before the Honorable Kristine Johnson, Petitioner Tracy Ellis (“Tracy”) and Respondent Joshua Ellis (“Joshua”) having executed a written Stipulation and Property Settlement Agreement (“Agreement”), that was filed on August 21, 2026, the Agreement of the parties having been submitted and approved, the Court having reviewed the records and files herein and being fully advised in the premises, and good cause appearing therefore, the Court having made and entered herein its written Findings of Fact and Conclusions of Law, and upon motion of the parties, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

GROUND AND JURISDICTION

1. Dissolution of Marriage. Each of the parties are awarded a Decree of Divorce from the other upon the grounds of irreconcilable differences, and the marriage between Tracy and Joshua is hereby dissolved, and the parties are hereby freed and absolutely released from the

bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

2. The parties were married on August 3, 2013, in Davis County, State of Utah.

3. The parties have two (2) minor children, M.E., born 6/2/2017 and N.E., born 6/30/2019. There are no other children expected.

4. The parties and the children are bona fide residents of Salt Lake County, State of Utah and have been for at least three months immediately prior to the filing of this action.

5. Utah is the Home State of the children. There are no proceedings pending in any state regarding custody of the children, and the parties know of no person not a party to these proceedings, who has or claims custody of the children.

6. Pursuant to Utah Code § 81-4-405, a Decree of Divorce should be entered on the grounds of irreconcilable differences.

CUSTODY/PARENT TIME/PARENTING PLAN

7. **Legal Custody:** It is in the best interest of the children that the parties be awarded joint legal custody. When the children are with a parent, that parent shall make the day-to-day decisions regarding the children, as well as any necessary emergency decisions regarding the children. In the event of an emergency, the parties shall immediately inform the other parent of said emergency via phone and text.

8. **Decision-Making:** The parties shall consult in good faith regarding major decisions affecting the children, including schooling, medical, or religion. If the parties cannot agree, Tracy shall have the final decision-making authority. If Joshua believes that a major decision that Tracy has made is not in the child's best interest, he can bring the issue before the Court for review under the best interests standard.

9. Physical Custody: It is in the best interest of the minor children that the parties share joint physical custody of the children pursuant to the following parent-time schedule:

a. Joshua shall exercise parent-time every Monday and Tuesday when he will pick up the children after school when he is available or from Tracy's home after work between 6:00-6:30 pm, keep them overnight until Wednesday when he will take the children to school in the morning or if school is not in session or the children are for some other reason not in school, Joshua shall drop the children off to Tracy in the morning on Wednesday.

b. Joshua shall have parent time on either Friday or Saturday overnight (to be agreed upon by the parties) after school when he is available or from 6-6:30 pm on Friday to 6-6:30 pm on Saturday or from 6- 6:30 pm on Saturday to 6-6:30 pm on Sunday.

c. Tracy will have the right of first refusal to provide care for the children when Joshua is at work or otherwise unable to care for them, unless the parties have mutually agreed to a nanny or other caretaker to care for them. Joshua will have the right of first refusal to provide care for the children when Tracy is at work or otherwise unable to care for them, unless the parties have mutually agreed to a nanny or other caretaker to care for them.

d. Tracy shall exercise overnight parent-time on Wednesday, Thursday, Sunday overnights and one overnight on the weekends (the weekend night that Joshua doesn't have).

10. Virtual Parent Time: The children shall be permitted to call either parent when they so desire at reasonable times and for reasonable durations so long as it does not unreasonably interfere with existing schedules and routines.

11. Extended Parent Time: Extended parent time should be consistent with Utah Code S 81-9-303.

12. Holiday Parent Time: The parties shall exercise holiday time according to the following schedule:

Even Years	Odd Years	Holiday and Time
Joshua	Tracy	Spring Break after school on the day school lets out to the day school resumes with drop off to school.
Joshua	Tracy	July 4th 9am the day before holiday to the day after at 6pm
Tracy	Joshua	July 24th 9am the day before holiday to the day after at 6pm
Joshua	Tracy	Fall break after school on the day school lets out to the day school resumes with drop off to school
Tracy	Joshua	Halloween after school to 9pm or if school is not in session 4pm to 9pm
Tracy	Joshua	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Joshua	Tracy	First Half of Christmas Vacation, including Christmas Eve and Christmas Day after school on the day school lets out until December 27 at 7pm
Tracy	Joshua	Second Half of Christmas Vacation , beginning December 27 at 7pm and ending the day school resumes with drop off to school
Joshua	Tracy	The day after child's birthday from after school or 9am if school is not in session until the next morning with drop off to school or 9am if school is not in session
Tracy	Joshua	Child's actual birthday from after school or 9am if school is not in session until the next morning with drop off to school or 9am if school is not in session
Joshua	Joshua	Father's Day the day before the holiday at 6pm to the day after at 8am
Tracy	Tracy	Mother's Day the day before the holiday at 6pm to the day after with drop off to school

13. Contact Information: Both parents shall provide the other with the parent's current address, phone number, email address, and other virtual parent-time access information within 24 hours of any change.

14. The parties shall not disparage the other party in the presence of the children or allow third parties to do so. The parties shall not do or say anything or allow any third party to do or say anything that would in any way negatively affect the children's love and affection for the other parent. The parties shall encourage and facilitate a healthy and positive relationship between the children and both parents. The parties shall not use the children as messengers or in any way involve the children in the parties' disputes or conflict.

15. The parties shall not permit the children to be exposed to any age-inappropriate materials or behavior and shall ensure the children have no access to sexually explicit, violent, or age-inappropriate materials. Each party shall ensure that media and discussions presented to the minor children are age-appropriate and shall avoid content that is reasonably likely to frighten or emotionally distress the children.

16. The children shall not be left alone/unsupervised with Joshua's sister. If the children are in the presence of his sister, they must be supervised by a parent or mutually agreed upon third party at all times.

17. Communication: All communications shall be short, civil, polite, business-like, and address necessary parent time and child-related matters only. Communications shall not be excessive, harassing, repetitive, coercive, threatening, bothersome, annoying or otherwise inappropriate.

18. A parent shall immediately notify the other parent if: the parent resides with an individual or provides an individual with access to the children (other than a parent); and the parent knows that the individual: is required to register as a sex offender, a kidnap offender, or a child abuse

offender for an offense committed against a minor child under Title 53, Chapter 29, Sex, Kidnap, and Child Abuse Offender Registry; or, has been convicted of: a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-109.4, 76-5-114, or 76-5-208; a sexual offense against a minor child under Title 76, Chapter 5, Part 4, Sexual Offenses, other than an offense under Section 76-5-417, 76-5-418, or 76-5-419; an offense for kidnapping or human trafficking of a minor child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; a sexual exploitation offense against a minor child under Title 76, Chapter 5b, Sexual Exploitation Act; or an offense that is substantially similar to an offense under Subsections (18)(b)(ii)(A) through (D). The parent shall take immediate steps to remove the children from any contact with, access to, or living arrangements with, a person who meets any of the criteria listed above. If the parent does not take immediate steps to remove the children from any contact with, access to, or living arrangements with, a person who meets any of the criteria listed above, the other parent may seek emergency relief with the Court to enforce this paragraph.

19. The parties may not have or keep any illicit or illegal drugs or substances in their homes. The parties shall not allow the children to have any exposure or access to any illegal drugs or illicit substances.

20. The parties will ensure that all prescribed medications or legal substances are kept away from the children.

21. The parties shall ensure that all third parties abide by the provisions of the Decree or that the children shall be removed from any contact or access to a third party that does not abide by the terms of the Decree.

22. In addition to the provisions set forth herein, the parties shall adopt the following as a part of their Parenting Plan pursuant to Utah Code § 81-9-202.

23. Before the children are permitted to meet a party's new romantic partner, the party and the partner must have been in a committed relationship for at least six months, the other parent must be provided with the new partner's full name and the other parent must meet the new partner.

24. Relocation: If either party seeks to relocate more than 150 miles from the residence of the other party, the parties shall abide by the provisions of § 81-9-209.

25. If either or both parties relocate such that they live more than thirty miles apart, the parties shall mediate a new parent time schedule before seeking relief from the Court.

CHILD SUPPORT

26. Base Child Support: Joshua's gross monthly income is \$59,375 and Tracy's gross monthly income is \$5,000. Joshua shall pay child support to Tracy in the amount of \$5,000 per month pursuant to UCA § 81-6-212. This amount is an agreed upon deviation from the child support guidelines and child support shall not automatically adjust as the children age out. Child support shall be paid directly to Tracy by Joshua by the first of each month until the month the youngest child turns 18 or graduates high school, whichever comes later. Tracy reserves the right to collect child support through ORS and Joshua shall be responsible for all associated fees/costs imposed by ORS.

27. Health Insurance Premiums: Joshua shall obtain and maintain health insurance for the children at his sole expense. Joshua shall provide verification of coverage to Tracy and of any change in insurance carrier, premium, or benefits within thirty (30) days of any change.

28. Out-of-Pocket Medical Costs: Joshua shall be solely responsible for all out-of-pocket medical costs incurred for the children as described in Utah Code 81-6-208(3)(e), including but not limited to: deductibles, co-payments, therapy costs, dental costs, vision costs, orthodontic costs, etc., holding Tracy harmless on the same.

29. Educational and Extracurricular Costs: The parties shall equally share all expenses related to the children's schooling and extracurriculars. The Party incurring the extracurricular activity expense shall submit to the other Party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other Party within thirty (30) days of receiving the verification of incurred expenses.

REAL PROPERTY DIVISION

30. During the marriage, the parties acquired interest in a marital home located at 13612 S Aintree Hill, Draper, UT 84020. The marital home shall be awarded to Tracy free and clear of any claim by Joshua and subject to the mortgage and all financial obligations associated with the marital home, holding Joshua harmless on the same. Until the Decree is entered, the parties shall continue to pay the mortgage and all other marital debts and obligations pursuant to the status quo and their historical practices.

31. The mortgage on the home currently has a 2.75% interest rate that expires in June 2027. The rate goes up no more than 2% per year from June 2027 going forward. Tracy shall refinance or otherwise remove Joshua's name from the mortgage on or before December 2028.

32. During the marriage, the parties acquired an interest in a second, rental home located at 133 S Citation Dr., Farmington, UT 84025. The rental home shall be awarded to Tracy subject to all financial obligations associated with the rental home and free and clear of any claim by Joshua. The rental home does not have a mortgage and the parties shall cooperate to execute any and all documents necessary to remove Joshua from the title to the home. Joshua shall execute a Quit Claim Deed to the rental home upon entry of the Decree of Divorce in this matter.

PERSONAL PROPERTY

33. Each party shall be awarded his/her personal, premarital and/or inherited property.
34. All personal property in the Home shall be equitably divided by the parties or if they cannot agree, they shall return to mediation regarding that issue.
35. **Automobiles:** The vehicles are awarded as follows, with each party assuming all debts and obligations of the vehicle(s) they are awarded and with both parties fully cooperating in the process to ensure that title is transferred into the appropriate name within sixty (60) days of the date of the entry of the Decree:
- a. Tracy is awarded the 2021 Nissan Armada and 2013 VW Beetle; and
 - b. Joshua is awarded the 2021 Tesla Model S.

BUSINESS INTERESTS

36. Tracy is awarded 100% of the interest in Intentions, LLC, free and clear of any claim by Joshua and subject to all financial assets and obligations associated with the business.

FINANCIAL ACCOUNTS

37. Tracy should be awarded the following as of August 15, 2026:
- a. 100% of the Bank of America account with a balance of approximately \$437;
 - b. 100% of the Canyon View account with a balance of approximately \$2,710;
 - c. 100% of the America First Credit Union accounts with approximate balances as follows: checking: \$3,716; savings: \$65,852; and business account: \$117,230;
 - d. \$2,221,802 from the Morgan Stanley Brokerage account; and
 - e. 100% of the Bitcoin account with a balance of approximately \$3,045;
38. Joshua should be awarded the following as of August 15, 2026:

- a. 100% of the Wells Fargo Checking account, which contains approximately \$42,423;
- b. 100% of the Wells Fargo Investment/Brokerage account balance as of August 15, 2026;
- c. \$551,000 from the Morgan Stanley Brokerage account; and
- d. 100% of the Equity Compensation Units which are currently valued at \$0.

RETIREMENT ACCOUNTS

39. Tracy should be awarded the following as of August 15, 2026:

- a. 100% of her Schwab IRA SWVXX account with a balance of approximately \$63,990; and
- b. 50% of Joshua's MS IRA account in the amount of approximately \$224,887 as of August 15, 2026;

40. Joshua should be awarded the following as of August 15, 2026:

- a. 100% of Joshua's Empower 401(k) account with a balance of approximately \$47,472; and
- b. 50% of Joshua's MS IRA account in the amount of approximately \$224,887 as of August 15, 2026.

DEBTS

41. The parties shall equally share all debts between the parties as of August 15, 2026, including:

- a. Tracy's student loans in the amount of approximately \$89,480;
- b. Joshua's student loans in the amount of approximately \$14,484;

- c. The parties' estimated joint tax liability in the amount of approximately \$84,000 (\$73,000 applied to income related to Joshua and \$11,000 applied to income related to Tracy);
- d. Joshua's credit card debt in the amount of approximately \$25,453; and
- e. Tracy's credit card debt in the amount of approximately \$27,148.

42. Pursuant to Utah Code § 15-4-6.5, the parties shall each notify the creditors regarding the court's division of debts, obligations, or liabilities, and regarding their current addresses.

43. Each party shall defend, indemnify, and hold the other party harmless on all debts and obligations he or she is ordered to pay under the Decree.

TAXES

44. The parties shall file joint tax returns for 2025 and jointly be responsible for the 2026 tax liability as detailed above. The parties will review the final tax liabilities incurred for 2026 through August 15 after the final returns are filed by each individual and equally share in any additional required payment or reimbursement from the estimated amount listed in Section 40.c above using the applicable average annual tax rate applied to the income earned prior to August 15.

45. The parties shall each claim one child for taxes while there are two minor children. When there is only one minor child, the parties shall alternate claiming the minor child for taxes with Tracy claiming the child in even years and Joshua claiming the child in odd years.

46. In order to be eligible to claim a child as a dependent, Joshua must be current on all of his child support obligations and child-related expenses as set forth herein by December 31st of each year. If Joshua is not current in his child support obligations, Tracy may claim both children for state and federal tax purposes that year.

LIFE INSURANCE

47. Joshua shall maintain his current or equivalent life insurance policy, naming Tracy as the sole beneficiary in an amount equal to any remaining child support and alimony owed.

PROPERTY SETTLEMENT

48. As full and final settlement of all claims in this action, including Tracy's alimony claim, Tracy is awarded half of the marital estate, plus an additional \$1.6M in home equity, as set forth above, and an additional \$187,500 to resolve claims for dissipation of marital funds as set forth herein, which has been accounted for in the distribution of financial accounts above.

ATTORNEY'S FEES

49. Each party shall pay his or her own attorney's fees incurred in this action.

MISCELLANEOUS

50. The parties' dogs, Coco and Daisy may be exchanged between homes at the same time as the exchange of the children, if and when Joshua is willing and able to take the dogs during his parent-time. If not, the dogs shall stay at Tracy's home. The parties shall each be responsible for maintaining food and supplies for the dogs at their own homes. Tracy shall be responsible for the veterinary costs and visits for the dogs.

51. The parties have four (4) frozen embryos currently in storage. Any decisions made regarding these embryos must be made jointly by the parties or if no agreement can be reached, the parties should mediate to resolve any dispute before seeking relief from the Court.

52. If any dispute that is not an emergency arises under the Decree in this action, the parties shall mediate in good faith, with a mutually agreed upon mediator, in an attempt to resolve any dispute, before seeking relief from the Court.

RESTRAINTS

53. The parties shall be mutually restrained from abusing, threatening, stalking, bothering, harassing, annoying or harming the other party or the other party's family, by any means, including electronically.

54. The parties shall not use the other party's name, likeness, image, or identification to get credit, open an account for service, or obtain a service.

55. The parties should be mutually restrained from entering the residence of the other party without express, written permission from that party.

NAME CHANGE

56. Tracy shall be restored to her maiden name of Barnes, if and when she so chooses.

IT IS SO ORDERED.

---END OF ORDER---

**---EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING---**

APPROVED AS TO FORM on August 28, 2026:

/s/ Stefan J. James for
Amy Kennedy
Attorney for Respondent
Electronically signed w/ permission

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of August 2026, I caused to be served a true and correct copy of the foregoing DECREE OF DIVORCE via email service on the following:

Amy Kennedy
Attorney for Respondent

/s/ Cassie J. Medura
Cassie J. Medura
Attorney for Petitioner