

The Order of the Court is stated below:

Dated: September 21, 2026
02:32:41 PM

/s/ LINDA JONES
District Court Judge



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**DISTRICT COURT OF THE STATE OF UTAH
THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY**

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
JANET BARBIERO,	Civil No. 244906186 DA
and	Honorable Linda Jones
JOHN THOMAS BARBIERO.	Commissioner Joanna Sagers

THIS MATTER having come before the Court based upon the Stipulation and Settlement Agreement executed by Petitioner and Respondent, before the Honorable Linda Jones; Petitioner having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Matthew Olsen, attorney for Petitioner, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between Petitioner, JANET BARBIERO, and Respondent, JOHN THOMAS BARBIERO, be and the same are hereby dissolved.

2. Residence. The parties are residents of Salt Lake County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.

3. Petitioner and Respondent are husband and wife, having been married July 13, 2002.

4. The parties have one minor child of this marriage, to wit:

a. M.G.B. born February 2011; and

b. No other children are expected to be born of this marriage.

5. The minor child has resided in Salt Lake County for at least six (6) months prior to this action, and Utah is the home state of the child.

6. Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, other than this action, there are no actions that deal with child custody and parent time issues and the parties are unaware of any proceedings for custody, child support, parent-time, a protective order or a criminal or delinquency case pending in regard to the minor child filed or pending in a court of Utah or any other state.

7. Neither party knows of a person who is not a party to this proceeding who has physical custody of the minor child or who claims to have custody or parent-time rights with respect to the minor child.

8. Neither party is currently receiving state benefits for the minor child.

9. The parties believe all of the following to be fair, just, and in the best interest of the minor child.

PARENTING PLAN

10. Legal Custody: It is in the best interests of the parties' minor child that the parties be awarded joint legal custody of the minor child.

11. If the parties are unable to agree on any major decisions regarding the minor child then the parties shall attend one session of good faith mediation prior to either party initiating legal action.

12. Each parent shall make the day-to-day decisions concerning the minor child while he/she is in the care of such parent. All other decisions concerning the minor child shall be discussed and agreed upon by both parents.

13. The parties agree that they shall cooperate and work together for the best interests of the child in making joint decisions regarding the child. The parties agree to inform each other when issues arise regarding the child and will do so within a reasonable period of time, prior to making significant legal-custody decisions. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party. The parties agree to then work together to make a decision within a reasonably short period of time, relative to the timeline presented by the urgency of the issue.

14. Each party agrees that they have the right to treat the child for emergency medical needs. Each party shall have absolute and complete access to all educational and medical records of the child. The parties agree that each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers,

leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the child's life. Both parents agree to provide notice to the other parent of issues relating to any illness, accident or other circumstance that affects the child's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the child, whether related to education, sports, arts, extra-curricular activities, church or other activities or events in which the child participates, so that both parents may attend or participate.

15. Physical Custody: Petitioner and Respondent shall be awarded the joint physical custody of the minor child.

16. Petitioner and Respondent shall be awarded parent-time as the parties may agree, or in the event they cannot agree, then pursuant to Utah Code Ann. § 81-9-305, based on a 2/2/5 parent-time schedule, with Petitioner exercising every Monday and Tuesday overnight, Respondent exercising every Wednesday and Thursday overnight, and the parties alternating weekends.

17. Holiday Parent-Time: That Petitioner and Respondent shall be awarded holiday parent-time as the parties may agree, or in the event they cannot agree, then pursuant to Utah Code Ann. § 81-9-303.

18. Special consideration shall be given by each parent to make the parties' minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the parties'

minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

19. Telephone, Mail, & Email Contact: Both parties shall be entitled to reasonable, uninterrupted, and unmonitored / uncensored telephone, videophone, skype, mail and e-mail contact with the minor child at reasonable hours and for reasonable duration(s) (which shall be based upon each child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child.

20. Exchanges. Both parties shall share equally in the transportation of the minor child for parent-time exchanges. School-to-school exchanges shall be used when possible. When school is not in session, the exchanges shall occur at the residences of the parties. When school is not in session, the party beginning their parent-time shall pick up from the other party's residence unless the parties agree otherwise in writing. All residential exchanges shall be done curbside, meaning that the parties shall not leave the doorway of their residence(s) or come closer to the residence(s) than an arm's length from the vehicle and no in-person communication shall occur.

21. Relocation: If either party moves to a location that makes the agreed upon custody arrangement impracticable, the parties shall follow all the provisions required by U.C.A. §81-9-209.

22. School: Unless the parties otherwise agree, the minor child shall attend Juan Diego Catholic High School. The parties shall share equally the out-of-pocket cost of tuition.

MUTUAL RESTRAINTS

23. Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of any child; speaking to any child about the issues in this case; attempting to influence any child's preference regarding custody or visitation; or attempting to diminish the love and affection of the child for the other parent.

24. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

25. Both parties shall communicate with each other in a civil manner at all times. The parties shall communicate in writing, with exception to medical, or other, emergencies which shall be communicated via telephone.

26. Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove the child from such circumstances.

27. Neither party shall drink to the level of intoxication, use any illicit substance, or otherwise abuse a mind-altering drug at all the times the minor child is in their custody, control, and care.

CHILD SUPPORT AND EXPENSES

28. Child Support: Inasmuch as Petitioner and Respondent are exercising an equal parent-time schedule and earn similar incomes, neither Petitioner nor Respondent shall be

awarded child support and the parties shall be responsible for the support and maintenance of the minor child while she is in their respective care.

29. Alimony: Neither Petitioner nor Respondent shall be awarded alimony, and their alimony claims shall be forever waived.

30. Medical and Insurance Costs: The parties shall be responsible for providing health insurance for the benefit of the minor child if available from their employment at a reasonable cost. Otherwise, the parties shall work together to obtain health insurance for the minor child at a reasonable cost. Each party shall pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid for the minor child's portion of the medical and dental insurance as provided in U.C.A. §81-6-208.

31. Pursuant to U.C.A. §81-6-208, at any time when the parties are sharing the cost of the health insurance premium, the minor child's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in coverage.

32. Both parents shall share equally in all uninsured routine medical and dental expenses [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as other reasonable and necessary uninsured medical and dental expenses of the minor child, in accordance with Utah Code Annotated §81-6-208.

33. Both parties shall ensure that in-network providers that are covered by the insurance coverage are used for the child. If a parent uses an out-of-network provider they shall get the permission of the other parent first or they shall be solely responsible for any costs.

34. The party incurring a healthcare expense on behalf of the minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment.

35. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

36. A parent incurring 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 provide the above verification within the thirty-day time period.

37. Pursuant to Utah Code Annotated §§15-4-6.7, 81-3-105, and 81-4-501 (1953 as amended), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated or an administrative order, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order.

38. Therefore, each party shall:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;
- b. Notify the particular creditor of that party's current address;

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

39. Petitioner and Respondent shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

40. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the minor child, and thereafter on or before January 2nd of each calendar year.

41. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

42. Pursuant to U.C.A. §81-6-208, if at any time a minor child is covered by both parents' health, hospital, or dental insurance plans, Petitioner's health, hospital, or dental insurance plan shall be considered the primary insurance coverage and Respondent's health, hospital, or dental insurance plan shall be considered secondary insurance coverage.

43. Childcare: The parties shall be ordered to pay one-half of any and all reasonable, work-related daycare expenses provided by a daycare provider incurred for the minor

child as provided in U.C.A. §81-6-209. The parties further agree that the minor child shall attend a licensed and accredited daycare facility.

44. Additional Child Costs: The parties shall share equally the costs of extracurricular activities for the child so long as both parents agree to the activity in writing. The parties shall equally divide the child's school costs including registration, school lunches, and fees. The parties shall also work together to cover any additional agreed-upon cost for the child (this may include, if the parties agree, phones, car insurance, vehicles, etc.).

45. Taxes: The parties shall share equally in claiming the minor child for tax purposes, with Petitioner claiming the minor child in odd years and Respondent claiming the minor child in even years.

46. Respondent shall reimburse Petitioner \$886.37 for St. Vincent's tuition, \$499.50 for tutoring, \$154.80 for cell phone expenses, and \$65.00 for the minor child's glasses, which shall be paid within 30 days of this Agreement.

FINANCIAL ACCOUNTS

47. Petitioner shall be awarded her:

U.S. Bank account, ending in 8144; and

America First Credit Union account, ending in 8438;

48. Respondent shall be awarded his:

America First Credit Union account, ending in 7906.

49. If a party is awarded a bank account herein, then he, or she, shall remove the other party from that account within 14 days of this Agreement.

50. The parties shall equally divide the balance of the U.S. Bank account, ending in 3708, after the Respondent adds his half of the funds for the mortgage payment, and after the mortgage payment is made for the month of May 2025, and shall close the account within 14 days of this Agreement.

51. Respondent shall be awarded the America First Credit Union accounts, ending in 2501 and 3334, which he shall hold for the benefit of the parties' minor child. Neither party shall withdraw money from the account ending in 3334 without mutual agreement in writing. Respondent shall provide statements to Petitioner for any withdrawal from the account ending in 3334.

INVESTMENT AND RETIREMENT ACCOUNTS

52. Petitioner has a Utah Retirement Systems 401(k) and pension. Respondent shall receive his marital share of the 401(k) and pension with the date of April 28, 2025, as the valuation date.

53. Respondent's marital share of the 401(k) is 50% of the balance, subject to gain and losses. Respondent's marital share of the pension is one half of the amount of pension benefits obtained during the marriage consistent with the *Woodward* formula. The segregation date for the 401(k) and pension shall be April 28, 2025, rather than the date of entry of the Decree.

54. Petitioner shall not make changes to the pension benefit until after the court-ordered division of retirement benefits has been processed by the plan administrator.

55. Petitioner shall pay for the cost of dividing the retirement benefits equally, including the cost of any required Qualified Domestic Relations Orders. Petitioner shall submit a

proposed QDRO to Respondent's counsel within 30 days of entry of the Decree of Divorce. In exchange, Respondent's counsel shall prepare the final decree of divorce documents based on this Stipulation.

56. The parties have a joint Charles Schwab brokerage account, ending in 4176. The parties shall divide this account equally, dividing the underlying securities in the account as of the date of the forthcoming entry of the *Decree of Divorce* and shall divide the account within 30 days of the entry of the *Decree*. Neither party shall withdraw or contribute to this account prior to the division of the underlying securities. Respondent shall be entitled to keep the Charles Schwab account ending in 4176 after the division, subject to removing Petitioner's name from the account within 14 days of the division.

57. Respondent shall be awarded the John Hancock account which he shall hold for the benefit of the parties' minor child.

DEBTS

58. Petitioner shall assume the following debt:

- a. Her Apple credit card debt;
- b. Macy's American Express credit card debt;
- c. Care Credit debt;
- d. IHC medical debt; and
- e. Student Loan debt.

59. Respondent shall assume the following debt:

- a. His Apple credit card debt.

60. The parties shall equally assume the Synchrony debt, which shall be satisfied with the proceeds from the sale of the Marital Home.

PERSONAL PROPERTY

61. Petitioner shall be awarded the personal property in her possession as well as the following personal property that remains in the Marital Home:

- a. The Ikea furniture and arts/crafts from the “purple room”;
- b. Desk, shelf, and island from the dining room; and
- c. Sofa from the living room.
- d. One-half of the kitchen items/non-major appliances as the parties can agree.

62. Respondent shall be awarded all other personal property, including his bedframe for the minor child which Petitioner shall return within 30 days of this Agreement.

REAL PROPERTY

63. The parties acquired real property located at 5841 South Fontaine Bleu Drive, Murray, Utah 84121 (hereinafter “Marital Home”), which shall be sold.

64. Respondent shall propose three realtors to Petitioner by May 5, 2025, and Petitioner shall select one of the proposed realtors by May 12, 2025.

65. The parties shall be equally responsible for preparing the Marital Home for sale and ready to be listed no later than June 1, 2025. The parties shall follow all reasonable recommendations of the realtor in regard to the sale of the Marital Home, including any repairs and/or maintenance, listing price, and sale price. If either party disagrees with the recommendations of the realtor, then either party may request that the court decide the issue.

66. The proceeds from the sale of the Marital Home shall be divided as follows:
- a. The balance of the mortgage shall be satisfied and the costs, fees, and taxes associated with the sale (realtor commissions, title, property tax, etc.) shall be paid;
 - b. The Synchrony debt shall be paid; and
 - c. The remaining proceeds divided equally between the parties.
67. The parties shall share equally the cost of the mortgage until the Marital Home is sold.
68. Respondent shall be responsible for the utilities through May 2025. Respondent shall vacate the Marital Home no later than May 31, 2025. Beginning June 1, 2025, the parties shall be responsible for sharing the cost of the utilities equally.

LIFE INSURANCE

69. Respondent has a Farmer's life insurance policy, which has a present cash value of \$8,027. Respondent shall be awarded the policy subject to his payment of \$4,000 to Petitioner from his share of the proceeds from the sale of the Marital Home.

PROTECTIVE ORDER

70. In consideration for the mutual restraints set forth herein, the protective order matter, case number 244906333 in the Salt Lake County Third District Court, shall be dismissed.

71. The parties shall attend family systems therapy with Valerie Hale to address the ongoing dispute over parent time, with the parties sharing the cost of the therapy equally. If Valerie Hale is unavailable or otherwise unwilling to be the therapist, then the parties shall agree upon another therapist that adheres to AFCC guidelines and engage their services. The parties shall enroll in therapy within 7 days of this agreement and shall return to mediation after 90 days of family systems therapy to address a final parent-time arrangement.

MISCELLANEOUS

72. Each party shall be ordered to assume the costs of his, or her, own attorney's fees.

73. Petitioner shall be entitled to return to her maiden name of "Fullmer" shall she so choose.

74. The parties each indicate that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities. Any deliberate failure to provide complete disclosure shall constitute perjury. The property referred to herein represents all the property in

which either party has any interest or right, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly. The parties agree this is their full agreement and no other agreements are made outside of this agreement.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

APPROVED AS TO FORM:

/s/ Jacob Arijanto
Signed by MATTHEW N. OLSEN
With permission of JACOB ARIJANTO, Attorney for Respondent (*via email: 9/04/26*)

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of August 2026, I sent *via email*, a true and correct copy of the foregoing **DECREE OF DIVORCE**, to the following:

Jacob Arijanto
Attorney for Respondent

/s/ Charmaine Christensen
CHARMAINE CHRISTENSEN