The Order of the Court is stated below:
Dated: October 06, 2026 01:49:20 PM **/s/** AMANDA MONTAGUE
District Court Judge

JACLYN ROBERTSON (11951)
ELENIA M. COZEAN (16802)
JR LAW GROUP, PLLC
244 WEST 4860 SOUTH
SALT LAKE CITY, UTAH 84107
TELEPHONE: (801) 297-8545
EMAIL: ecozean@jrlawgroup.com

Attorneys for Joshua Orr Thorne – Petitioner

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

In the Matter of the Marriage of JOSHUA ORR THORNE, *Petitioner* and ERIKA ROSE THORNE, *Respondent*	**DECREE OF DIVORCE** Case No: 264903027 DA Judge: Amanda Montague Commissioner: Renee Blocher

The Petitioner, JOSHUA ORR THORNE, by and through counsel Elenia M. Cozean, and the Respondent, ERIKA ROSE THORNE, by and through counsel, T. Jake Hinkins, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

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.

1. Child. The parties have the following minor child.

1. Name	2. Date of Birth
3. K.M.T.	4. March 2010

PARENTING PLAN

2. 1Custody/Parent time. The parties are awarded joint physical custody of their minor child with parent time as the parties can agree or consistent with the desires of the minor child, due to the minor child's age.

3. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

4. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be as follows:

Even Years	**Odd Years**	**Holiday and Time**
Mother	Father	**Martin Luther King Jr. Holiday** after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	**President's Day** after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	**Spring Break** after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	**Memorial Day** after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	**July 4th Holiday** beings on July 3rd at 5:30 p.m. until July 5th at 8:30 p.m.
Father	Mother	**July 24th Holiday** beings on July 23rd at 5:30 p.m. until July 25th at 8:30 p.m.
Mother	Father	**Labor Day** after school on the Friday before holiday to Tuesday morning with the exchange at school

Mother	Father	**Fall Break** after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	**Halloween** after school to 9 p.m. or if school is not in session 3 p.m. to 8:30 p.m.
Father	Mother	**Thanksgiving** after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	**First Half of Winter Break, including Christmas Eve and Christmas Day** beginning after school the day school lets out until December 27 at 8:30 p.m.
Father	Mother	**Second Half of Winter Break**, beginning December 27 at 8:30 p.m. and ending the day school resumes with the exchange at school
Mother	Father	**The day before or after child's birthday** after school or 3:00 p.m. until 8:30 p.m.
Father	Mother	**Child's actual birthday** from after school or 3:00 p.m. until 8:30 p.m.
Father	Father	**Father's Day Holiday** beings at 5:30 p.m. on the day prior to the holiday and ends on the holiday at 8:30 p.m.
Mother	Mother	**Mother's Day Holiday** beings at 5:30 p.m. on the day prior to the holiday and ends on the holiday at 8:30 p.m.

5. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

6. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209

7. Communication. The parties will discuss all parenting concerns in person, by phone, text, or e-mail at any time needed and will not use their child to deliver messages.

8. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child.

9. Travel. When the child travels with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

a. An itinerary of travel dates;

b. Destination;

c. Places where the child or traveling parent can be reached;

d. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.

e. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

10. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

11. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program.

12. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

13. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

b. Both parties are restrained from discussing legal issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

c. The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.

d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

14. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

15. Activity Costs. Father shall be responsible to pay 100% of the mutually agreed upon extra-curricular expenses with no reimbursement from Mother.

16. School Fees. Father shall be responsible to pay 100% of expenses associated with public school with no reimbursement from Mother.

17. Car and Cell Phone. Father shall also pay 100% of the expenses associated with the minor child having a car and cell phone with no reimbursement from Mother.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

18. Child Support. The parties stipulate they both have sufficient funds to pay 100% of the minor child's out of pocket expenses without any support from the other. Furthermore, on a joint physical custody agreement, Father's agrees to pay 100% of the minor child's out-of-pocket

school, extracurricular, medical, dental, car, and cell phone expenses. As such, no monthly child support obligation will be ordered.

19. 2Medical/Dental Expenses. Father shall pay 100% of the child's out of pocket premium and uncovered out of pocket medical, dental, and vision expenses free and clear of any reimbursement from Mother.

20. Childcare Expenses. Childcare expenses are not anticipated due to the age of the child.

21. Dependency exemption. Mother shall be awarded the dependency exemption for the minor child each year as Father would not receive a benefit.

22. Taxes. The parties did file their 2025 taxes jointly and there is no ongoing obligation associated therewith.

23. Real Property.

a. The marital property located at 11599 South 3420 West, South Jordan, Utah will be awarded to Mother with all debts and liabilities commencing on October 1, 2026. The Mother will get the utilities solely in her name by September 30, 2026. As part of the global property agreement the parties agree this property and all equity associated therewith shall be awarded to Mother free and clear of any claim by Father.

b. The marital property located at 11047 South Lake Island Drive, South Jordan, Utah will be awarded to Father with all debts and liabilities. As part of the global property agreement the parties agree this property and all equity associated therewith shall be awarded to Father free and clear of any claim by Mother.

c. The marital property located at 3114 East 2110 South, St. George, Utah will be awarded to Father with all debts and liabilities. As part of the global property agreement the parties agree this property and all equity associated therewith shall be awarded to Father free and clear of any claim by Mother.

d. The martial interest in the property located at in the property located at 14844 S. Cedar Butte, Herriman, Utah in the approximate amount of $71,495.84 with be awarded to Mother, free and clear of any claim by Father. The parties stipulate that the equity, in excess of the $71,495.84, shall be awarded to Tanya Kerr. The loan of the property in the approximate amount of $372,055.35 is currently in Father's name. Mother will refinance this loan out of Father's name or pay the balance off within 120 days of receipt of her property settlement funds. Mother shall indemnify and hold Father harmless on all obligations associated with this property.

24. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

Item Description:	*Awarded to:*
2024 GM Sierra	Father
2025 Defender	Father
2025 Bronco	Father
2021 Jeep Grand Cherokee	Father
1968 Intl Scout	Father
2003 4 Runner	Father
1965 Ford Mustang	Father
1967 Ford Mustang	Father

1972 FJ40	Father
1988 Land Cruiser	Father
1988 Land Cruiser	Father
1996 Land Cruiser	Father
2001 Land Cruiser	Father
2023 Porsche Cayenne	Mother
2021 Nautique G23	Father
Santa Cruz Mountain Bike	Father

a. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

25. Trust Deed Note for Maddy and Nick. Whatever amount is paid back for the Trust Deed Note for Maddy and Nick will be divided equally between the parties.

26. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	*Obligation of:*
Obligation on Cedar Butte Property	Mother, according to the terms of this agreement
All obligations in Mother's Name Only	Mother
All Obligations in Father's Name Only	Father
Costco Visa ending ion #5202 with the approximate balance of $25,728.00	Paid in full by Father and Mother shall be removed as an authorized user upon transfer of MACU Money Market funds into her account.

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards after 9/13/2026.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

27. Checking and Saving Accounts.

Account:	*Awarded to:*
MACU Money Market ending in #7766 in the approximate amount of $1,583,292.00	Father will be awarded the account and will pay Mother $1,583,292.00 from this account immediately and upon the completed transfer of the funds, Mother will stop using the Costco Credit Card.
MACU Checking ending in #7766 in the approximate amount of $10,655.00	Father
MACU Savings ending in #7766 in the approximate amount of $1,510.00	Father

MACU Checking ending in #4461in the approximate amount of $2,144.00	Mother
MACU Red Cliff's Checking ending in #2406 in the approximate amount of $29,010.00	Father
US Bank Money Market account ending in #1949 in the approximate amount of $25,051.00	Father
US Bank Checking account #3635 in approximate amount of $100.00	Father

28. Brokerage and Investment. Accounts.

Account:	*Awarded to:*
Sundance Debt Partners in the approximate amount of $1,000,000.00	Father
Charles Schwab in the approximate amount of $165,780.00	Father

29. Health Equity Account. The H.S.A. in the approximate amount of $17,608.00 shall be divided equally between the parties within 60 days of entry of Decree of Divorce.

30. Retirement Accounts: The parties agree that Father shall be awarded his Roth IRA in the approximate amount of $193,040.00 free and clear of any claim by Mother and Mother shall be awarded her Roth IRA in the approximate amount of $58,896.00 free and clear of any claim by Father.

31. Business Interest. As part of the global property settlement the parties agree Father shall be awarded 100% of the business interest of JCraft Homes LLC, JCraft Design Build LLC, Thorne Land Investments LLC, 13374 S. LLC, Orchard Hill LLC, Orchard @ Sky Ranch LLC, Homestead @ Butterfield Farms LLC, Red Cliffs Real Estate, LLC, and all associated income, assets, intellectual property, debts, liability, and tax consequences.

32. Global Property Settlement. Father shall pay Mother a total of $3,504,202.00. Within 30 days of signing this agreement Father shall pay Mother $1,954,502.00. The remaining balance of $1,550,000 shall be paid within 24 months of entry of Decree of Divorce. Commencing October 1, 2026, Father shall pay Mother $22,000.00 per month toward the remaining balance until it is paid in full. This property settlement is a non-taxable event and shall not be terminable by death of either party.

33. Name: Mother will have the option of restoring her name to Erika Rose Magleby.

34. Alimony. Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

35. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

36. Divorce Education: The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

37. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction

against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

38. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly. In the event that there are any additional accounts or assets that were not disclosed, then those accounts/assets will be deemed the property of the party who did not fail to disclose the asset/account.

39. Attorney's Fees and Costs: The parties have paid all costs and attorney fees through marital accounts, and the amounts incurred through 9/13/2026 will be paid in the same way. Father will be responsible for any costs and attorney's fees incurred through 9/13/2026. Any amount incurred in attorney fees beginning 9/14/2026 will be the responsibility of the party who incurred said fee.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 29th day of September 2026.

E-signed by Elenia M. Cozean
with permission of T. Jake Hinkins

/s/ T. Jake Hinkins

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T. JAKE HINKINS
Attorney for Respondent

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 21st day of September 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

T. JAKE HINKINS
Attorney for Respondent

JR LAW GROUP, PLLC

/s/ *Elenia M. Cozean*

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ELENIA M. COZEAN
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 29TH day of September 2026, I caused a true and correct copy of the foregoing *Divorce of Divorce* to be sent to the following by the method indicated below:

E-FILE:

T. JAKE HINKINS
Attorney for Respondent

JR LAW GROUP, PLLC

/s/ *Elenia M. Cozean*

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ELENIA M. COZEAN