**The Order of the Court is stated below:**
**Dated:** November 06, 2026 01:31:11 PM **/s/** ROBERT FAUST
District Court Judge

**MARK W. WISER #10754**
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IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH
SALT LAKE DEPARTMENT

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| **In re the marriage of**<br>**DAVID WARNE**<br>Petitioner/Husband.<br><br>and<br>**HEATHER MIHALEK**,<br>Respondent/Wife. | **DECREE OF DIVORCE and PARENTING PLAN**<br><br>Case No.: 244906863<br>Judge: Robert Faust |

This matter came before the Court for a bench trial on October 15, 2026. Petitioner David Warne was present and represented by Joanie Low of JR Law Group, PLLC. Respondent Heather Mihalek was present and represented by Scott Wiser of Wiser & Wiser. The Court, having received the evidence, having approved the parties' Partial Stipulation re: Custody, Parent-Time, and Other Child Related Matters dated September 30, 2026 (the "Stipulation"), having ruled on the record at trial, and having entered its Memorandum Decision and Order dated October 16, 2026 (the "Memorandum Decision") and its Order to Release Escrow Account dated October 16, 2026 (the "Escrow Order"), hereby ORDERS, ADJUDGES, AND DECREES as follows:

## JURISDICTION AND DIVORCE

1. Jurisdiction. Both parties are bona fide residents of Salt Lake County, State of Utah, and were for at least three months immediately prior to the filing of this action. The Court has jurisdiction over the parties and the subject matter. Utah is the home state of the minor children, and this Court has jurisdiction over custody, parent-time, and child support under the Uniform Child Custody Jurisdiction and Enforcement Act.

2. Marriage and Separation. The parties were married on June 25, 2005, in Salt Lake County, Utah, and separated on November 25, 2024.

3. Divorce. Petitioner is awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, the divorce to be final *nunc pro tunc* as of October 15, 2026.

4. Children. Two children were born as issue of the marriage: E.V.W., born July 2009, and W.N.W., born October 2013 (the "children"). No other children were born or adopted and none are expected.

## CUSTODY AND PARENT-TIME

5. Legal Custody. The parties are awarded joint legal custody of the children. The parent exercising parent-time shall make day-to-day decisions and emergency decisions affecting the children's health or safety while the children are in that parent's care. Significant decisions, including medical care, mental health treatment, education, and religious upbringing, shall be discussed in advance in an effort to reach mutual agreement. If the parties cannot agree on issues

not addressed by this Decree, Petitioner shall have final decision-making authority on major healthcare and educational issues, subject to either party's right to seek review by the Court.

6. Physical Custody. The parties are awarded joint physical custody of the children with equal (50/50) overnights. For the 2026–2027 school year, Respondent's residence is designated as the children's residence for school enrollment and attendance purposes. The children shall remain in their current schools and feeder schools (currently Wasatch Elementary, Bryant Middle, and West High) unless the parties agree in writing or the Court orders otherwise.

7. Regular Parent-Time. The parties shall continue the week-on/week-off schedule with exchanges on Friday, as follows:

a. When school is in session, exchanges occur after school whenever possible; if the receiving parent (or designee) cannot pick up when school is released, the exchange occurs at 5:30 p.m.

b. When school is not in session, exchanges occur Friday after the receiving parent finishes work or by 5:30 p.m., unless the parties agree otherwise in writing.

c. When the receiving parent is not picking up from school, exchanges occur at the Barnes & Noble, 1104 East 2100 South, Salt Lake City, Utah, or another location agreed in writing.

d. Consistent with Utah Code § 81-9-302, either parent may use a responsible adult designee for exchanges, provided the designee's identity is communicated to the other parent reasonably in advance.

e. The parties may modify the schedule by written agreement and shall work collaboratively to accommodate the children's schedules and activities and the parties' work schedules.

8. Holidays and Summer. The parties shall divide holidays by agreement; absent agreement, holiday parent-time shall follow Utah Code § 81-9-302, with Respondent receiving the "custodial" holidays and Petitioner the "noncustodial" holidays for the limited purpose of interpreting the statutory schedule only. Each parent is entitled to two weeks of uninterrupted extended parent-time each summer, with written notice of scheduled vacations by May 1 of each year.

9. Out-of-State Travel. A parent taking the children outside Utah shall inform the other parent 30 days in advance if possible, provide the travel itinerary, and arrange reasonable contact during the trip. The parties shall cooperate in obtaining passports and signing travel documentation when required.

10. Communication and Information. The parties shall communicate respectfully; shall not use the children as messengers; shall share information about special events, homework, parent-teacher meetings, report cards, medical events, and prescriptions; shall keep an updated calendar of the children's schedules; and shall respond promptly to the other's requests. Each parent may have reasonable daily telephone or virtual contact with the children while they are with the other parent, without monitoring or interference.

11. Parent Access to Records and Providers. Each party shall be identified as a parent, and listed as an emergency contact, with every school, medical, dental, and similar provider and every extracurricular activity, and is entitled to receive all communications and school schedules.

Each parent shall provide the other with a current address and telephone number within 48 hours of any change, shall notify the other of any illness, and shall keep the other informed of prescribed medications and scheduled medical, dental, and mental-health appointments.

12. Extracurricular Activities. The parties shall encourage the children's participation in extracurricular activities and shall not use activities to supplant the other parent's time. The parties shall equally share the cost of activities in which the children are currently enrolled and any future activity agreed to in writing by both parties in advance; otherwise the parent who enrolls a child in an activity shall pay for it. Each parent is entitled to full disclosure of activities, to be listed with providers as parent and emergency contact, and to the names, schedules, and contact information of teachers, coaches, and tutors.

13. School Expenses. The parties shall equally share school-related expenses, including registration fees, lab fees, and field trips. Discretionary school expenses require prior written agreement; if one party declines, the other may pay the full expense and the child may participate.

14. Car Insurance and Cell Phones. Petitioner shall continue to pay car insurance for E.V.W. and shall pay car insurance for W.N.W. once W.N.W. is driving. Petitioner shall continue to pay for the children's cell phones.

15. Therapy. W.N.W. shall continue therapy with Unified Family Therapy. Therapy may include individual sessions and joint or individual sessions with either parent as the therapist deems appropriate, and each parent shall participate as requested by the therapist. In addition, the family shall participate in therapy together. W.N.W.'s therapy shall continue until the parties agree in writing or the therapist determines it is no longer necessary. If E.V.W. would benefit

from therapy, the parties shall cooperate to arrange it. Therapy costs not covered by insurance shall be shared equally.

16. Conduct. Neither party shall communicate with or about the other in demeaning, disparaging, or disrespectful terms, in person or on social media, and each shall prevent third parties and the children from doing so. Neither party shall involve the children in divorce issues, including parent-time disagreements, child support or financial matters, court matters, legal papers, or inquiries into the other's household. Each parent shall give special consideration to making the children available for family functions and significant events that may conflict with the schedule. The parties shall encourage the children's relationships with extended family. The parties shall ensure the children have no unsupervised access to firearms and that firearms are secured.

17. Additional Parenting Provisions. The parties shall: notify one another within 24 hours of significant school, social, sports, and community functions, which both may attend; permit both parents to access the children at school and check them out for appropriate reasons; not use corporal punishment and consult one another on significant discipline; make no major changes to the children's physical appearance (including cosmetic procedures, piercings, or tattoos) without the other's agreement; not enroll the children in counseling without notifying and involving the other parent; make every effort to contact the other in a medical emergency; not have romantic guests overnight while the children are present unless in a serious relationship of more than six months; not expose the children to drug use or excessive alcohol; never drink and drive with the children; and obey traffic laws when transporting the children.

18. Relocation. If either parent intends to relocate more than 40 miles from the parties' current residence before the children reach age 18, Utah Code § 81-9-209 shall apply, including its notice requirements, and the Court shall determine any necessary modification of custody and parent-time based on the children's best interests.

19. Non-Withholding. Neither parent-time nor child support shall be withheld due to the other parent's failure to comply with the parent-time schedule. A party's failure to comply with a parenting provision does not excuse the other party's obligations.

**CHILD SUPPORT AND CHILD-RELATED EXPENSES**

20. Incomes. For purposes of child support, Petitioner's gross monthly income is imputed at $21,738.75 ($260,865 per year), and Respondent's gross monthly income is $4,198.00 ($50,376 per year).

21. Base Child Support. Using the joint physical custody worksheet (182/183 overnights), Petitioner shall pay Respondent base child support of $1,130.00 per month, commencing November 2026, payable in two equal installments on the 5th and 20th day of each month, through the Office of Recovery Services or by direct deposit.

22. Duration and Adjustment. Child support for each child continues until the child reaches 18 or graduates from high school during the child's normal and expected year of graduation, whichever occurs later. When a child's support terminates, base child support shall be automatically adjusted to the guideline amount for the remaining child, using the parties' incomes at the time of this Decree.

23. Extended Parent-Time Reduction. If in the future the parties follow a sole custody worksheet then base child support shall be reduced as provided in the Utah Code for extended

parent-time of at least 25 of any 30 consecutive days (50%) or at least 12 of any 30 consecutive days (25%); normal parent-time and holiday visits to the custodial parent do not interrupt the consecutive-day requirement.

24. Health Insurance and Medical Expenses. The parties shall cooperate to obtain medical, dental, vision, and orthodontic insurance for the children if available at reasonable cost. If coverage is available to both parties at reasonable cost, they may choose either plan. The parties shall equally share (50/50) the children's portion of premiums actually paid (the premium divided by the number of persons covered, multiplied by the number of the parties' children covered) and all reasonable and necessary uninsured medical, dental, vision, orthodontic, holistic, and chiropractic expenses, including deductibles and co-payments, under Utah Code § 81-6-205. The parent maintaining insurance shall verify coverage to the other parent or the Office of Recovery Services upon enrollment and by January 2 of each year, and shall give notice of any change within 30 days. A parent incurring an expense shall provide written verification within 30 days of payment; the other parent shall reimburse one-half within 30 days of receipt. A parent who fails to comply may be denied credit or reimbursement.

25. Child Care. Child care is not currently required.

26. Tax Dependency. Each party shall claim one child for federal and state tax purposes: Petitioner shall claim E.V.W. and Respondent shall claim W.N.W. When only one child may be claimed, the parties shall alternate years, with the party having the higher income claiming first and continuing to alternate from that point forward. If one party's tax benefit from claiming a child is substantially less than the other's, the party with the greater benefit may pay

the other the value of that party's benefit and claim both children. The parties shall execute IRS Form 8332 or other necessary forms.

**ALIMONY**

27. Commencing November 1, 2026, Petitioner shall pay Respondent alimony of $4,315.00 per month for a period equal to the length of the marriage (21 years, 3 months, 20 days). Alimony shall terminate upon the death of either party, Respondent's remarriage or cohabitation with another person, or as otherwise provided by Utah law.

**PROPERTY AND DEBTS**

28. No Separate Property. There is no separate property. All property and financial holdings have been incorporated into and divided as part of the marital estate, except as expressly provided for below. No party shall receive an offset or reimbursement for premarital or separate funds used for the marital home, marital debts, home repair or staging costs, or joint credit-card payments.

29. Marital Residence and Escrow. The marital residence at 1414 East Perry Avenue, Salt Lake City, Utah, has been sold. The net proceeds of $657,827.12 held by Meridian Title shall be distributed as set forth in the Escrow Order by stipulation of the parties: Petitioner $339,510.06 and Respondent $318,317.06, each as that party's full and final net share after all offsets and adjustments. These amounts account for (a) an equal one-half share of equity of $328,913.56 each; (b) Respondent's payment to Petitioner of the $450.00 attorney-fee award previously entered by the Commissioner; (c) Respondent's reimbursement to Petitioner of $6,842.00, representing Petitioner's share of Respondent's Full Circle Family Law attorney lien

paid at closing, for which Respondent is solely responsible; and (d) $3,304.50 (one-half of the GoodLeap furnace loan) allocated from Respondent to Petitioner.

30. GoodLeap Furnace Loan. Petitioner shall pay from his share the full balance of the GoodLeap, LLC loan (Loan Agreement No. 26-13-059701), $6,609.00, and shall indemnify and hold Respondent harmless from it.

31. Retirement Accounts. All retirement accounts of either party shall be divided equally according to the Woodward formula, with a division date of October 15, 2026. Each party retains any premarital balance in that party's accounts together with growth on the premarital portion; the marital portion and its gains and losses shall be divided equally. The parties shall cooperate to prepare and execute any necessary Qualified Domestic Relations Orders or transfer documents and shall share the preparation costs equally. The Court retains jurisdiction to enter and amend such orders. No credit is awarded to either party for retirement funds withdrawn during the case to pay bills or living expenses.

32. Bank and Financial Accounts. Each party is awarded the bank accounts in that party's own name. The parties do not have any remaining joint accounts.

33. Vehicles and Personal Property. Except for the artwork described below, each party is awarded the personal property, household furnishings, and motor vehicles currently in that party's possession, free of any claim by the other, together with that party's personal effects, inherited items, and gifts made to that party. Petitioner is awarded the Nissan (with its loan) and Respondent the Subaru. Each party shall pay any debt secured by property awarded to that party and hold the other harmless.

34. Paintings. The eight paintings were divided at trial by alternating selection as follows (by reference to the page number of Respondent's trial exhibit tab 59): Petitioner: 7, 3, 5, 4; Respondent: 1, 6, 8, 2. The paintings shall be exchanged when Respondent retrieves her property from storage.

35. Storage Unit. Respondent shall remove her personal property from the storage unit within 30 days of October 15, 2026; any property not removed may be disposed of by Petitioner.

36. Timeshare. Respondent is awarded the timeshare and shall pay Petitioner $2,500.00, one-half of its value.

37. Fireplace. The midcentury fireplace shall be sold and the net proceeds divided equally.

38. Debts. Each party is solely responsible for debt that party incurred after November 25, 2024, and shall hold the other harmless. Each party shall pay that party's own personal debts. The parties shall notify creditors of the division of debts and of their separate current addresses and shall refinance any debt in the other party's name into that party's sole name within 60 days.

39. Undisclosed Assets. Each party has represented full disclosure of assets and debts. Any asset or debt later found to have been materially concealed may be the subject of a further proceeding as allowed by Utah law.

**TAXES**

40. The parties shall file joint federal and state income tax returns for tax year 2025 and divide any refund equally

## ATTORNEY FEES

41. Each party shall pay that party's own attorney fees and costs.

## GENERAL PROVISIONS

42. Restraining Order. Each party is restrained from bothering, harassing, annoying, threatening, or harming the other at the other's residence, employment, or any other place, and shall be civil and respectful in communications.

43. Documents. Each party shall execute and deliver to the other all documents required to implement this Decree. If a party fails to do so, the other may seek relief under Utah Rule of Civil Procedure 70.

44. Name. No restoration of a prior name was requested.

45. Prior Orders. The Memorandum Decision and Escrow Order are incorporated. Prior temporary orders are superseded as of the effective dates stated in this Decree.

*END OF DOCUMENT — Judge's electronic signature and date appear at the top of the first page.*

**APPROVED AS TO FORM:**

JR LAW GROUP, PLLC

_____ Date: _____

Joanie K. Low
Attorney for Petitioner David Warne

I certify that on October 29, 2026, I sent a copy of this document to the following individuals via the Court's e-filing system or email:

Joanie Low, Esq.
Counsel for Petitioner

/s/ Scott Wiser