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Attorney for Jessica Petrovic

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF:

JESSICA PETROVIC

And

GORAN PETROVIC

DECREE OF DIVORCE

Case No.: 254900270

Judge: Camille Neider

Commissioner: Christina Wilson

This matter came before the Court for an informal trial before the honorable Judge Camille Neider on July 7, 2026. The Court received evidence, heard testimony and argument, assessed the credibility of the witnesses, and made findings and rulings on the record. Based upon the evidence presented, the stipulations of the parties, and for good cause appearing, the Court made its Oral Ruling on August 4, 2026 and hereby FINDS, CONCLUDES, and ORDERS as follows:

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE.** That the parties shall be granted a Decree of Divorce on the grounds of fault by Goran Petrovic, the same to become final upon entry.
2. **CHILD.**

- a. The parties have one child who attained eighteen (18) years of age on August 24, 2026.
- b. The parties previously stipulated to the issues relating to custody and parent-time. Because the child has now reached the age of majority, no further or continuing custody or parent-time orders are necessary.
- c. The only remaining child-related issue addressed by the Court at trial was the determination of child support through August 2026 and the amount of accrued child-support arrearages.

3. CHILD SUPPORT.

- a. At the time temporary child support was established, Respondent had recently been terminated from his employment. The income information then available to the Court consisted primarily of Respondent's historical earnings.
- b. Petitioner was imputed income at minimum wage for purposes of the temporary child-support calculation. Based upon the information reasonably available at the time, temporary child support was established in the amount of \$1,108.00 per month.
- c. The Court finds that the temporary child-support determination was fair and reasonable based upon the information available when the temporary orders were entered.
- d. The Court finds no basis to retroactively recalculate, modify, or "true up" the child-support obligation based upon subsequently obtained income information.

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- e. Respondent shall therefore remain obligated to pay child support in the amount of \$1,108.00 per month through August 2026.
- f. Respondent's ongoing child-support obligation shall terminate effective August 31, 2026, based upon the child having attained eighteen (18) years of age on August 24, 2026, subject to any statutory requirement applicable to the child's high-school status, if any.

4. CHILD SUPPORT ARREARAGES:

- a. The Court finds Petitioner's testimony and calculations regarding unpaid child support to be credible and believable. As of June 2026, Respondent owed child-support arrearages in the amount of \$8,326.00.
- b. The Court further included unpaid child support of \$1,108.00 for July 2026 and \$1,108.00 for August 2026, resulting in total child-support arrearages of: \$10,542.00.
- c. Accordingly, Respondent owes Petitioner \$10,542.00 in child-support arrearages, less credit for any child-support payments actually made after the evidence presented at trial and not otherwise included in the Court's calculation.
- d. Nothing herein shall relieve Respondent of the obligation to satisfy all accrued child-support arrearages notwithstanding the termination of his prospective child-support obligation.

5. INCOME OF THE PARTIES:

- a. For purposes of the Court's alimony analysis, the Court finds that income should

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be imputed to Petitioner based upon the \$13.50 per hour she was earning while employed with the Internal Revenue Service.

- b. The Court finds that imputation of income to Petitioner at \$13.50 per hour constitutes a fair and reasonable assessment of her earning capacity based upon the evidence presented.
- c. Respondent is presently earning gross income of approximately \$4,191.00 per month.
- d. Although Respondent previously earned substantially more income, his prior employment was terminated.
- e. The Court finds that, under the applicable law, even where an employee's willful conduct results in termination of employment, such termination does not automatically constitute voluntary underemployment for purposes of imputing the employee's historical earnings.
- f. Accordingly, the Court declines to impute Respondent's former historical income to him and instead utilizes his present gross monthly income of approximately \$4,191.00 for purposes of determining his current ability to pay alimony.

6. MARITAL DEBT PAID BY PETITIONER:

- a. The Court finds that Petitioner paid marital debts totaling \$125,568.00.
- b. Respondent's one-half share of the marital debt paid by Petitioner is therefore \$62,784.00, for which Petitioner is entitled to a credit in the division of the marital

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estate.

c. In addition to Respondent's share of the marital debt, the Court finds Petitioner is entitled to the following additional credits:

- i. \$2,204.58 relating to Respondent's half of the debt on the Discover Card paid by the Petitioner;
- ii. \$2,250.00 relating to Petitioner's half of the value of the three Yugos;
- iii. \$486.00 relating to Petitioner's half of the 2024 tax refund; and
- iv. \$1,390.00 relating to medical expenses owed by the Respondent.

d. The foregoing amounts result in total credits to Petitioner of \$69,114.58.

e. In calculating the foregoing credits, the Court declined to award certain additional adjustments requested by Petitioner, including a separate credit for one-half of improvements made to the marital residence. The Court finds that the value attributable to improvements to the residence was appropriately accounted for through the ultimate sale and division of the marital residence and should not result in an additional separate credit.

7. PROCEEDS FROM SALE OF MARITAL RESIDENCE AND EQUITABLE DISTRIBUTION:

a. Following the sale of the marital residence and the payment or accounting of the appropriate marital obligations, approximately \$80,000.00 remains held in escrow/trust from the proceeds of the sale.

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- b. As set forth above, the Court finds that Petitioner is entitled to credits totaling \$69,114.58, consisting of Respondent's one-half share of marital debt paid by Petitioner and the additional credits specifically awarded by the Court.
- c. After application of Petitioner's \$69,114.58 in credits, approximately \$10,900.00 remains from the funds presently held in escrow.
- d. The Court recognizes that the parties' marriage was relatively short in duration, lasting approximately sixty-one (61) months.
- e. Notwithstanding the relatively short duration of the marriage, the Court finds that it is fair, just, and equitable to award Petitioner the remaining approximately \$10,900.00, in addition to the \$69,114.58 in credits otherwise awarded to her.
- f. In exercising its equitable discretion, the Court considered the totality of the circumstances presented at trial, including, but not limited to:

 - i. Petitioner's income and financial circumstances;
 - ii. the circumstances Petitioner experienced during the marriage and separation;
 - iii. Respondent's failure to maintain automobile insurance as required;
 - iv. Respondent's failure to maintain health insurance as required;
 - v. Petitioner's care of and financial responsibility for the parties' minor child;

Respondent's fault, including the evidence concerning domestic violence and the circumstances surrounding the parties' separation;

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- vi. Respondent's conduct concerning the parties' finances, assets, and financial disclosures; and
- vii. the additional circumstances and conduct established by the evidence and addressed in the parties' pleadings.
- g.** The Court finds that the foregoing circumstances, considered collectively, are sufficient to justify an equitable deviation in Petitioner's favor. The Court does not rely upon any single circumstance as the sole basis for the deviation but instead considers the totality of the evidence in reaching a fair, just, and equitable distribution.
- h.** The Court further finds that fault was a significant and contributing factor appropriately considered in making the equitable distribution, together with the other circumstances identified above.
- i.** The Court has also considered Petitioner's testimony that she would prefer a final financial resolution rather than an ongoing financial relationship with Respondent. Given the history and circumstances between the parties, the Court finds that minimizing the need for future financial contact between them is appropriate and beneficial to both parties.
- j.** Accordingly, in the exercise of the Court's equitable discretion, Petitioner is awarded the entire balance of the approximately \$80,000.00 presently held in escrow/trust from the sale of the marital residence, consisting of:

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- i. \$69,114.58 in credits specifically awarded to Petitioner; and
- ii. the remaining balance of approximately \$10,900.00, which is awarded to Petitioner as an equitable deviation based upon the totality of the circumstances described herein.
- k. The person or entity presently holding the approximately \$80,000.00 in escrow/trust is authorized and directed to release the entire remaining balance to Petitioner, and Respondent shall have no further right, title, claim, or interest in those funds.
- l. The Court finds that this distribution, considered together with the Court's determination that Respondent lacks the present ability to pay ongoing alimony, achieves a fair, just, and equitable financial resolution between the parties.

8. EQUALIZATION AND SATISFACTION OF FINANCIAL OBLIGATIONS:

- a. The Court finds that, as a result of the marital debt and property accounting set forth above, Respondent owes Petitioner \$69,114.58 in reimbursements, credits, and equalization amounts.
- b. Separately, the Court finds that Respondent owes Petitioner \$10,542.00 in accrued child-support arrearages through August 2026, subject to credit for any payments made after the evidence presented at trial and not otherwise included in the Court's calculation.
- c. The Court considered these obligations, together with the parties' respective

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property, debts, credits, and the distribution of the proceeds from the sale of the marital residence.

- d. After considering the financial obligations and credits on both sides of the ledger, the Court finds that the foregoing accounting and distribution substantially equalizes and resolves the parties' respective marital financial obligations.
- e. Except for the specific obligations, reimbursements, judgments, attorney fees, storage expenses, or other amounts expressly ordered herein, the Court finds that the parties' respective claims for reimbursement and marital debt allocation are satisfied and resolved.

9. ALIMONY:

- a. In determining alimony, the Court considered Petitioner's financial condition and needs, Petitioner's ability to produce income, Respondent's ability to provide support, the duration of the marriage, and the other circumstances established by the evidence.
- b. For purposes of its alimony analysis, the Court imputes income to Petitioner at \$13.50 per hour, consistent with the income she earned while employed with the Internal Revenue Service.
- c. The Court finds Petitioner's claimed needs and expenses credible and reasonable and specifically finds that Petitioner did not artificially inflate her expenses for purposes of establishing an alimony claim.
- d. Respondent presently earns gross income of approximately \$4,191.00 per month.

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- e. Although Respondent historically earned greater income, the Court declines to impute his historical earnings to him based upon his termination from his prior employment and instead utilizes his present income in determining his current ability to pay alimony.
- f. After considering Respondent's present gross income, applicable taxes, and Respondent's credible monthly expenses of approximately \$4,075.00, the Court finds that Respondent does not presently have the ability to pay ongoing monthly alimony.
- g. Accordingly, the Court does **not** award ongoing monthly alimony.
- h. In reaching the overall financial resolution set forth herein, however, the Court has considered Petitioner's needs, Respondent's fault, the circumstances existing during the parties' separation, and the desirability of avoiding an ongoing financial relationship between the parties in determining that the remaining approximately \$80,000.00 in escrow should be awarded entirely to Petitioner.
- i. The Court finds that this overall financial resolution, rather than attempting to fashion an ongoing alimony obligation where Respondent presently lacks the ability to pay, achieves a fair, just, and equitable result between the parties.

10. OTHER DEBTS:

- a. Except as otherwise expressly provided herein, each party shall be solely responsible for all debts and financial obligations incurred in that party's individual name and shall indemnify and hold the other party harmless from the same.

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- b. Respondent shall specifically be solely responsible for all indebtedness associated with the trailer awarded to him.
- c. Except for those debts, reimbursements, or credits specifically allocated by this Decree, neither party shall have any obligation to pay debts incurred solely in the other party's name.

11. STORAGE UNIT AND REMAINING PERSONAL PROPERTY:

- a. The Court finds that Petitioner placed marital personal property into storage because she was required to move and prepare the marital residence for sale.
- b. The Court finds that Petitioner's preservation and storage of the marital personal property was reasonable and prevented the dissipation or loss of marital property pending its ultimate distribution.
- c. Respondent shall be responsible for one-half (1/2) of the storage-unit expenses actually paid by Petitioner through August 1, 2026, or through the final month of storage expenses considered by the Court.
- d. Petitioner shall provide Respondent's counsel with receipts or other documentation establishing the storage expenses actually paid. Upon receipt of that documentation, Respondent shall owe Petitioner one-half of the documented amount.
- e. Petitioner's right to reimbursement for one-half of the documented storage expenses shall constitute an additional credit and judgment in her favor against Respondent.

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- f. No competent evidence was presented establishing the individual value of the personal property presently contained within the storage units. The Court therefore makes no finding regarding the value of the individual items.
- g. Petitioner is authorized to dispose of or donate the remaining property.
- h. Neither party shall thereafter have a claim against the other based upon the disposition or donation of personal property for which the parties were unable to reach an agreement.

12. ATTORNEY FEES:

- a. The Court finds an award of attorney fees to Petitioner appropriate under the circumstances of this case.
- b. In making this determination, the Court considered Petitioner's financial circumstances and her lack of a meaningful ability to pay the attorney fees she incurred in this action, including the fact that Petitioner was required to borrow funds to pay a portion of her attorney fees.
- c. The Court further considered the totality of the circumstances addressed in its findings, including Respondent's fault, his failure to maintain automobile and health insurance as required, and his failure to fully comply with the Court's directives regarding disclosure of his assets and financial information.
- d. Based upon the foregoing, Petitioner is awarded her reasonable attorney fees and costs incurred in this action, in an amount to be determined by the Court.

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- e. Petitioner shall file an Affidavit of Attorney Fees and Costs setting forth the attorney fees and costs she incurred in this action and supporting the amount requested.
- f. The Court reserves jurisdiction to determine the amount of the attorney fees and cost award following the filing of Petitioner's Affidavit of Attorney Fees and Costs and any response or objection permitted by the Court.
- g. Upon the Court's determination of the reasonable amount of attorney fees and costs to be awarded, judgment may be entered in favor of Petitioner and against Respondent in the amount determined by the Court.
- h. To the fullest extent permitted by federal law, the parties intend that such obligations, including the obligation to indemnify and hold the other party harmless, shall not be dischargeable in bankruptcy pursuant to 11 U.S.C. §§ 523(a)(5) and/or 523(a)(15), as applicable.
- i. In the event either party files bankruptcy or otherwise obtains relief from liability to a third-party creditor for a debt assigned to that party under this Decree, such relief shall not relieve that party of his or her separate obligation under this Decree to indemnify and hold the other party harmless, to the fullest extent permitted by applicable bankruptcy law.
- j. If, as a result of the other party's failure to pay an assigned obligation, a party is required to make payment to a creditor, incurs attorney fees or costs, suffers

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collection activity, or otherwise sustains a financial loss, the responsible party shall reimburse and indemnify the affected party for all such amounts, including reasonable attorney fees and costs incurred in enforcing the provisions of this Decree.

13. TAXES. Beginning with the 2025 tax year Petitioner is to claim the child.

14. MAIDEN NAME. Jessica shall have the option of restoring her name to Jessica Stokes, if and when she so chooses.

15. TRANSFER OF PROPERTY/NOTICE TO CREDITORS.

- a. Each party shall immediately deliver all property awarded to the other party in their possession, and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.
- b. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.
- c. Unless otherwise agreed the foregoing shall be completed within 60 days of the entry of the Decree of Divorce.

*****END OF DOCUMENT*****

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

RULE 7 NOTICE

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Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ _____
Paul Johnson
Attorney for Goran Petrovic

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CERTIFICATE OF SERVICE

I hereby certify that on the 27th Day of August, 2026, I caused a true and correct copy of the foregoing pleading to be served via email to:

Paul Johnson
299 S Main Street 13th Floor
Salt Lake City, UT 84111
wasatchdefense29@gmail.com

X E-Mailed
Facsimile
Hand delivery
E-Filed

The foregoing was performed on September 1, 2026.

/s/ Tammy Cragun
Paralegal

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