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Petitioner's Attorney

IN THE FOURTH JUDICIAL DISTRICT COURT, IN AND FOR
UTAH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE
OF

AUSTIN THOMAS HENDRICKS,

Petitioner,
&

LYDIA JOY HENDRICKS,

Respondent.

DECREE OF DIVORCE

Case No. 264400431

Judge Thomas Low

Commissioner Marian Ito

The above-entitled matter came before the Honorable Thomas Low and Commissioner Marian Ito on Petitioner's Motion for Entry of Default regarding Petitioner's Sworn Complaint for Divorce. Petitioner is represented by Nicholas A. Schwarz of Brown Family Law, LLC. Respondent, Lydia Joy Hendricks, pro se, was properly served and was sent an additional two-week default courtesy notice, but has failed to appear or otherwise respond to the Petition.

The Court, having reviewed Petitioner's Notice of Intent to Default, Default Certificate, Motion for Entry of Default, being fully advised in the premises, and having previously made and entered its Findings of Fact and Conclusions of Law, now:

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING JURISDICTION

2. Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Parties resided in the marital relationship in the State of Utah, or the acts complained of by Petitioner were committed by Respondent in the State of Utah; and, therefore, the Court has jurisdiction over Respondent pursuant to Utah Code, Section 78B-3-205.

4. Petitioner and Respondent were married on 16 March 2024 in Logan, Utah, and are presently married. Parties separated on or about 31 October 2025.

PROVISION REGARDING VENUE

5. Venue is proper in this county according to Utah Code, Section 78B-3a-201 because the cause of action arose in this county.

PROVISION REGARDING GROUNDS

6. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

SEPARATION AGREEMENT

7. The Parties have signed a Separation Agreement, attached as Exhibit 1, which is incorporated herein and shall control if there is any conflict between the Parties.

PROVISIONS REGARDING PARTIES' CHILDREN

8. There are no minor children born as issue of this marriage.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

9. Parties shall abide by the following mutual restraining orders:

A. Parties shall not harass or threaten each other.

B. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

PROVISIONS REGARDING TAXES

10. Parties shall determine the best way to file taxes that will give them the greatest refund or the smallest liability for 2025. Any tax refund or

liability shall be divided evenly between Parties. See Exhibit 1, *Separation Agreement*, ¶ 7

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

11. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided, as follows:

DESCRIPTION	AMOUNT	RESPONSIBLE PARTY:
Medical debt	\$1,206.14	Lydia
Capital One Credit Card- 5064	\$3,124.96	Austin
Capital One Credit Card-2862	\$3,209.57	Austin

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

12. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties shall be awarded vehicles as follows: (1) Austin shall be awarded the 2020 Hyundai Elantra and (2) Lydia shall be awarded the 2018 Hyundai Tucson. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable.

B. Parties shall be awarded half of the value of any joint bank accounts on the date of the separation. Parties shall be awarded the bank accounts in their own name.

C. Austin shall be awarded both wedding rings. *See Exhibit 1, Separation Agreement, ¶ 5.*

D. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family. *See Exhibit 1, Separation Agreement, ¶ 5*

E. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

F. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation. *See Exhibit 1, Separation Agreement, ¶ 5*

PROVISIONS REGARDING REAL PROPERTY

13. During the course of the marriage, Parties did not acquire any real property.

PROVISIONS REGARDING ALIMONY

14. Neither Party shall be awarded alimony. *See Exhibit 1, Separation Agreement, ¶ 14.*

PROVISIONS REGARDING PENSION AND RELATED ASSETS

15. Each Party shall be awarded his or her own retirement accounts free and clear of any claim from the other Party. *See Exhibit 1, Separation Agreement, ¶¶ 5-6.*

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

16. Each Party shall be Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action, provided this Complaint is uncontested. If Lydia contests this Complaint, she shall be solely responsible for all attorney's fees and costs.

II. OTHER.

17. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

18. Lydia shall be restored to the use of her former name of Leavitt, if she so chooses.

19. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

20. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Lydia Joy Hendricks

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature.

Dated 3 April 2026.

BROWN FAMILY LAW, LLC

/s/ Nicholas A. Schwarz

Nicholas A. Schwarz
Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on 3 April 2026 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Lydia Joy Hendricks
Respondent
Lhendricks316@gmail.com

/s/ Carren S. Leavitt

Carren S. Leavitt
Lead Paralegal, Brown Family Law