

The Order of the Court is stated below:

Dated: May 27, 2026  
01:59:11 PM

/s/ ANTHONY HOWELL  
District Court Judge



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**DISTRICT COURT OF THE STATE OF UTAH  
FOURTH JUDICIAL DISTRICT  
UTAH COUNTY**

IN THE MATTER OF THE MARRIAGE OF:	<b>DECREE OF DIVORCE</b>
EMILY TIDWELL	
and	Case No. 254401983
YI - FU YEUNG.	Judge Shawn R. Howell Commissioner Marian Ito

The above-entitled matter having come before the Court; Petitioner having heretofore filed his Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the \_\_ day of XX, 2026; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Beau J. Olsen, attorney for Respondent, and good cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between Petitioner, EMILY TIDWELL, and Respondent, YI - FU YEUNG, be and the same are hereby dissolved.

2. Children. The parties have the following children: E.L.Y., born February 2019  
E.Y., born March 2021.

### PARENTING PLAN

3. Custody/Parent time. The parties are awarded joint physical custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	MOM	DAD	DAD	DAD	Dad	DAD	MOM
Week 2	MOM	DAD	DAD	MOM	MOM	MOM	MOM

- a. The parties shall have joint physical custody pursuant to U.C.A. 81-9-305, based on the schedule above. Exchanges shall take place at the children's school, when possible. When school is not in session, the parent who is to begin exercising parent time shall pick up the children from the other parent's residence at 9:00 a.m., or as otherwise agreed to by the parties.
- 2b. While the youngest child is not yet in elementary school, the youngest child shall be exchanged on the exchange day right after the elementary school ends in the afternoon during the school year. This exchange shall be

done by the parent who is picking up the older child from school.

- c. Summer. In summer, each party shall receive four-uninterrupted weeks in the summer-time. This can be elected in a 7-day, 14-day, 21-day, or 28-day periods but extended shall not be added onto their regular parent-time days. The extended parent time for Emily shall not include Father's Day and the extended parent time for Yi-Fu shall not include Mother's Day.

4. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by March 1 each year for first option parent and March 15 for second option parent. Yi-Fu shall have first choice of extended time in odd numbered years and Emily shall have first choice of extended time in even numbered years. If notification is not provided timely, then the complying parent shall have first option of choosing their summer parent time. Failure to designate summer parent time timely, does not act as a waiver for the parent to exercise summer parent time, unless said designation is not made before March 1st.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be according to Utah Code §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	<b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	<b>President's Day</b> after school on the Friday before holiday to Tuesday morning

		with the exchange at school
Mother	Father	<b>Spring Break</b> after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	<b>Memorial Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	<b>Juneteenth:</b> (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	<b>July 4<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	<b>Labor Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	<b>Fall Break</b> after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	<b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	<b>Thanksgiving</b> after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	<b>First Half of Winter Break</b> beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	<b>Second Half of Winter Break</b> , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The <b>day after child's birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	<b>Child's actual birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	<b>Father's Day</b> the day before the holiday at 6 p.m. to the day after at 9 a.m.
Mother	Mother	<b>Mother's Day</b> the day before the holiday at 6 p.m. to the day after with the exchange at school

5. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the children's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their children'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 children, the parties shall first seek the advice of an expert in the field (this is not to be construed as a court expert, but rather someone knowledgeable of the children's situation, like a pediatrician, teacher, etc.). If they cannot come to an agreement, the parties shall mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical.

- i. The parties shall continue to use their current pediatrician as the pediatrician for the children and specialists that their pediatrician recommends, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.
- ii. The parties shall use their current dentist as the dentist for the children and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the children's dental care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending dentist.
- iii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent

within 30 minutes of scheduling for emergency or same day care.

The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

- b. Separate Accounts. According to Utah Code §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- c. Educational Plan. The oldest child shall continue to attend Renaissance Academy and the younger child shall begin Kindergarten at Renaissance Academy, unless otherwise agreed upon in writing, or ordered otherwise by the court. The children shall attend a mutually agreed upon high school. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators. Any changes to schooling shall be mutually agreed upon in writing by both parents. If the parties cannot agree, they shall attend a mediation on the school issue prior to court intervention.
- d. Safe and Appropriate Living Accommodations. The parties shall provide safe and appropriate living accommodations for the children.

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

7. Communication. The parties shall utilize phone calls, text messages, emails or in person, to discuss issues related to the minor children. The communication shall be civil and limited to issues regarding the children.

8. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

9. Travel. When the children travel with either parent out of State, all of the following shall 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 children or traveling parent can be reached;
- d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. Both parties shall have unfettered access to the children'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. A request for a notarized document shall be completed within three (3) business days of the request.

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 Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children 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 children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

12. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children 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 children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.



- b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.
- c. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any children's activity.
- d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party. The parties are restrained from posting about each other on any social media platforms, like Instagram, Snapchat, Facebook, etc.
- e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- f. The parties shall not use illegal drugs, prescription drugs in a non-prescribed manner, or alcohol in excess while they are exercising parent-time.

- g. 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 children from such circumstances.

14. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

15. Dispute Resolution. If the parties have any future disagreement pertaining to their children 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.

16. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred

expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

17. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification. The parties agree to equally share the costs associated with preschool.

18. Transportation for the Children. The parties shall utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

19. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is

aware of the identity of the individual, and the receiving parent shall be with the children overnight.

#### FINANCIAL ITEMS

20. Child Support. Child Support shall be calculated according to Utah Code §81-6-201 et seq. Emily's gross monthly income is \$3,919 per month. Yi-Fu's gross monthly imputed income shall be \$7,220 per month. Yi-Fu's child support obligation should be \$284 per month beginning April 1, 2026. Emily has 183 overnights and Yi-Fu has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable on the 20th of each and every month.

21. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be 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 the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Emily shall be primary coverage for the dependent children (as her birthdate is earlier in the year and this makes it simpler for insurance companies for administrative purposes) and the health, hospital, or dental insurance plan of Yi-Fu shall be secondary coverage for the dependent children. If a parent remarries and his or her

dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

- e. Double coverage shall not be required. However, if the parties mutually agree to double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.
- f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

22. Childcare Expenses. The parties shall adopt Utah Code §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The parties shall utilize free family childcare first, before paid care. Furthermore, despite only an overnight right of first refusal, the parties shall also attempt to utilize each other, before family and paid care. Neither parent may charge the other parent if family or a non-licensed daycare provider friend provides care.

23. Dependency exemption. The parties shall share the dependency exemption/tax credit for the minor children as follows:

- a. While there are two minor children, the parties shall each receive one child as a dependency exemption/tax credit. Emily shall claim the oldest child and Yi-Fu shall claim the youngest child.
- b. When there is only one minor child, the parties shall alternate the dependency exemption/tax credit for the minor child. Emily shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Yi-Fu shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.
- c. Yi-Fu is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

24. Accounts and Financial Assets. Before and throughout the course of the marriage, the parties had and/or acquired numerous saving, checking, investing accounts and other forms of financial assets holding value and/or liquidity. The parties shall be awarded the accounts in their individual names, free and clear from any claim by the other party. In regards to the joint accounts of the parties, the parties shall evenly divide the balance of said accounts and then close such accounts. The accounts specified below, shall also be divided as follows:

- a. Fidelity HSA, Account # -4535 is awarded to Emily as separate property.
- b. Betterment Account #-9404, Betterment Roth IRA Account # -6362, and Betterment Account # -5000 are awarded to Emily as separate property.
- c. Fidelity RHA Account # -1977, is awarded to Emily as separate property.

- d. Fidelity 401 (k) Account # -1960 is awarded to Emily as separate property.
- e. Fidelity 401(k) Account 0266 is awarded to Yi-Fu as separate property.

The cash holdings of \$500.00 is awarded to Emily as separate property.

- f. Children's accounts Fidelity 8985 and Betterment 8489:

- i All investment, brokerage, custodial, and savings accounts held for the benefit of the minor children (Fidelity 8985 and Betterment 8489) shall be awarded to Emily as custodian and manager.

- ii Emily shall have full authority to:

- 1 Act as custodian or successor custodian on all such accounts;
- 2 Manage, invest, reinvest, and make withdrawals from the accounts in accordance with applicable law for the benefit of the children;
- 3 Transfer, roll over, or retitle such accounts to financial institutions of her choosing.
- 4 Execute any and all documents necessary to effectuate such transfers or changes in custodianship.
- 5 Nothing herein shall alter the requirement that all funds be used solely for the benefit of the minor children as required by law.



6 Both parties shall be allowed to view and see the balances on the accounts.

7 Neither party may use the funds for the children prior to the children reaching the age of 18 without prior written consent from the other party.

8 The children shall receive the funds when they are 18.

25. Real Property. During the course of the marriage, the parties acquired multiple marital homes, which shall be awarded as follows:

a. 108 West 1230 North #117, Provo, UT 84604 is awarded to Yi-Fu as separate property.

b. 98 West 880 North #1, Provo, Utah. During the course of the marriage, the parties acquired this property and subsequently sold the property. Each party received one-half of the proceeds of the sale. This property has been divided in a satisfactory manner.

26. Vehicles. Prior to or throughout the course of the marriage, the parties acquired multiple vehicles, which shall be awarded as follows:

a. The 2015 Prius is awarded to Emily as separate property.

b. The 2017 Toyota Corolla is awarded to Yi-Fu as separate property

27. Business assets: Emily agrees to relinquish all rights and claims to the business and the aforementioned assets. Yi-Fu agrees to hold Emily harmless from any liability incurred by the business.

28. Personal Property:

- a. Emily is awarded the freeze dryer as separate property.
- b. Yi-Fu is awarded the contents of the safety deposit box. One pair of gold bracelets is awarded to EY. The second pair of gold bracelets, the wedding gifts, the envelope of cash with "Echo" written on it, box of gold anklets, and the gold necklace for babies shall all be awarded to ELY. Yi-Fu shall keep these items and shall not dissipate them so EY and ELY may receive these items when they are 18.
- c. Emily is awarded the box of her childhood photos that are in Yi-Fu's home. Yi-Fu shall make efforts to locate the box and return the box immediately to Emily.

29. Alimony. Yi-Fu shall pay Emily \$1,266.00 per month with equal payments made on the 20th of each month. Alimony shall commence on April 1, 2026, and shall terminate April of 2030. Alimony shall terminate upon remarriage or cohabitation of Emily or death of either party.

30. 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.

31. 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

herein 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.

32. Attorney's Fees and Costs: Each party are ordered to assume his or her own costs and attorney's fees incurred in this action.

33. Final Stipulation: The terms herein are entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the terms herein shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. The parties are satisfied that the terms herein are fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the terms herein.

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.

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES  
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Respondent shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

APPROVED AS TO FORM:

/s/ Kristy Hanson  
Kristy Hanson  
(signed by Beau Olsen with permission of  
Kristy Hanson via email on May 13, 2026)  
*Attorney for Respondent*