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IN THE SECOND JUDICIAL DISTRICT COURT OF MORGAN COUNTY
MORGAN DEPARTMENT, STATE OF UTAH

In the Matter of the Marriage of: PETITIONER LEWIS, Petitioner/Wife/Mother, and MATTHEW LEWIS, Respondent/Husband/Father.	DECREE OF DIVORCE Case No: 264500010 Judge: Ronald Russell Commissioner: Julie Winkler
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Petitioner, hereinafter referred to as (“Tanalyn”), having filed a Verified Petition for Decree of Divorce and Respondent, hereinafter referred to as (“Matthew”) having not answered the Verified Petition for Decree of Divorce, a Default Certificate was issued on the 22nd day of April, 2026. The Court having found and entered its *Findings of Fact and Conclusions of Law* and being otherwise fully advised in the premises, now therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

JURISDICTION

1. Jurisdiction. This Court has subject matter jurisdiction over this matter pursuant to UCA §78A-5-102.

2. Venue. Venue is appropriate in this Court pursuant to UCA §78B-3a-201.

GROUND

3. The parties are granted this divorce from each other upon the grounds of Irreconcilable differences.

4. The parties were married on June 13, 2014, in Morgan City, Morgan County, Utah.

5. The parties separated on or about June 1, 2022.

CHILDREN

6. There are four children born of the marriage, namely: ZRL, born February 2015; NRL, born August 2017; GTL, born March 2020; and JBL, born March 2020. There are no other children, and none are expected.

7. The minor children in this case have resided in Utah for more than six months prior to the date of filing. Utah is the children's home state pursuant to UCA §81-11-101(6), and Utah has jurisdiction over this matter, pursuant to UCA §81-11-201(1), in that the children have lived in Utah with a parent for at least six (6) consecutive months immediately prior to the commencement of this action.

8. Pursuant to Utah Rule of Civil Procedure 100(a), Utah Code § 78B-13-101, and the Uniform Interstate Family Support Act, Utah Code § 78B-14-101 there are no known proceedings for custody, child support, parent-time, criminal, or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

CHILD CUSTODY

9. Tanalyn is awarded sole legal and sole physical custody of the minor children.
10. Matthew shall have visitation with the minor children as the parties can agree. If the parties cannot agree Matthew shall have parent time pursuant to UCA §81-9-302.
11. All exchanges of the minor children shall occur as the parties can agree. If the parties cannot agree then Tanalyn's residence shall be used as the pick-up and drop-off location.
12. Tanalyn shall have first right of refusal to care for the children if Matthew will be away from them during his parent-time. If Matthew will be away from the minor children, he will give reasonable notice to Tanalyn to give her the opportunity to exercise said first right of refusal.
13. Tanalyn, based upon her pleadings and Matthew's default, has rebutted the presumption of joint legal custody. As such, no parenting plan is required.

CHILD SUPPORT

14. Matthew is ordered to pay child support pursuant to Utah Child Support Act, UCA §81-6-101 *et seq.* Upon information and belief, Matthew has a gross monthly income or is capable of earning no less than \$4,160.00 per month. Tanalyn currently has a gross monthly of \$5,458.00 per month. Utilizing a sole custody worksheet, Matthew shall pay Tanalyn child support in the amount of \$905.00 per month beginning January 1, 2026.
15. Child support shall continue until a child reaches the age of 18 and graduates from high school with his or her regular class of graduation, unless a child becomes incapacitated at any age, and if such were to occur child support would continue or begin upon such incapacitation occurring.

HEALTH AND MEDICAL EXPENSES

16. Tanalyn shall continue to provide health and dental insurance for the benefit of the minor children, so long as it is available to her through employment at a reasonable cost.

17. Both parties shall share equally all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The calculation shall be a per capita share of the policy.

18. Both parties shall share equally all reasonable and necessary uninsured medical expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

19. Pursuant to UCA §81-6-208, both parties shall share equally all medical, dental, therapeutic, orthodontic, and other medical needs for the minor children.

20. The parent who incurs medical expenses for the minor children shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The reimbursement shall be made within thirty (30) days of receiving notice.

21. A parent incurring medical expenses shall be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the Paragraph 20 above.

NOTICE TO MEDICAL EXPENSE CREDITORS

22. Pursuant to UCA §§15-4-6.7, 81-3-105, and 81-4-501(2) – (4), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to UCA §§ 81-4-204 or 78-45-7.15 or an administrative order under §62A-22-326, a creditor who has

been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order.

Therefore, each party should:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
- b. Notify the particular creditor of that party's current address.
- c. Inform the creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

DAYCARE EXPENSES

23. Both parties shall share equally in all daycare expenses in accordance with UCA §81-6-209.

SCHOOL EXPENSES

24. The parties shall share all school related expenses for the minor children equally including registration fees, classroom fees, etc. The parent who incurs the expense shall provide

proof of the paid expense to the other parent and the other parent shall reimburse within 30 days of notice of said expense.

EXTRACURRICULAR EXPENSES

25. Matthew and Tanalyn shall each pay for one-half (1/2) of all extra-curricular expenses of the minor children throughout the minority of each of the minor children, respectively. If a party wants to sign up a child for an extra-curricular activity, that party must obtain a written agreement from the other party in order for both parents to be required to pay for one-half (1/2) of the extra-curricular activity expense. Otherwise, only the signing up party shall be required to pay for the extra-curricular activity expense of the child. However, the other party shall not unreasonably refuse agreement on extra-curricular activity expenses that benefit the child. Finally, if a party signs up the child for an extra-curricular activity that interferes with other parent's parent-time, the other parent is not be required to take the child to the extra-curricular activity unless the parties mutually agree otherwise.

INCOME TAXES

26. Tanalyn shall claim the minor children each year for tax purposes.
27. Commencing with the tax year 2025 and each year thereafter, Tanalyn and Matthew shall file separate Federal and State tax returns.
28. Tanalyn is unaware of any tax debt owed by either of the parties. If any tax debt does exist, Matthew shall be solely responsible for such debt and hold Tanalyn harmless therefrom.

REAL PROPERTY

29. There is no real property at issue as none is currently owned by either party.

FINANCIAL INSTITUTION ACCOUNTS

- 30. The parties hold interests in certain bank accounts.
- 31. There are no joint bank accounts.
- 32. Tanalyn is awarded all financial institution accounts in her name, as her sole and separate property, free and clear of any claim and/or interest of Matthew.
- 33. Matthew is awarded all financial institution accounts in his name, as his sole and separate property, free and clear of any claim and/or interest of Tanalyn.

INVESTMENT, RETIREMENT AND PENSION ACCOUNTS

- 34. During the marriage the parties acquired interests in including but not limited to certain retirement accounts, investment accounts, pensions, and the like. Each party is awarded their own retirement accounts, investment accounts, pensions, and the like, free and clear of any claim and/or interest of the other party.

PERSONAL PROPERTY

- 35. Each party is awarded the personal property in their respective possession, with neither party having any obligation either financially or in kind to exchange any personal property.

DEBTS

- 36. The parties hold no joint debts.
- 37. Each party is awarded all debt they hold in their own respective names. Neither party shall incur any debt using the credit, information, or likeness of the other party.
- 38. Pursuant to UCA §§15-4-6.5, 81-3-105, and 81-4-501(2) – (4), the parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are

included in their Decree of Divorce. Therefore, the party not obligated to pay a joint obligation should:

- a. Send a copy of the Decree of Divorce to each creditor he or she is not required to pay as soon as possible.
- b. Notify the joint creditor of the current address for each party.
- c. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

ALIMONY/SPOUSAL SUPPORT

- 39.** Neither party is awarded any alimony/spousal support now and forever in the future.

ATTORNEY FEES

- 40.** Each party shall pay their own respective attorney fees so long as this matter is uncontested.

MISCELLANEOUS

- 41.** Tanalyn is restored to her maiden name "Fackrell" if she so chooses.
- 42.** The parties shall exchange and sign all necessary documents to implement the terms of this Decree of Divorce entered in this case.

43. Both parties are ordered to execute and deliver to the other party any document necessary to implement the provisions of this final Decree of Divorce entered by this Court.

44. In the event that either party fails to perform his or her obligations under this Decree of Divorce, such person shall be required to pay all costs and attorneys' fees of the other party incurred in enforcing the terms of this Divorce Decree.

BY THE COURT:

The Judge's electronic signature appears on the top of page¹

Ronald Russell

District Court Judge

¹ In accordance with the Utah State District Court e-Filing standards No. 4, and URCP 10(e), this *Findings of Fact Conclusions of Law* document 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 along with the Court's seal and the date and time this order was executed.

Decree of Divorce - Approved as to Form and Substance.

Also, by signing below I give my approval and authorization to Attorney Benjamin G Larsen to electronically sign my signature on my behalf when this document is e-filed with the Court. I understand that due to the requirement of the Court that this document must be submitted in RTF format, and that when it is converted, it may not look the same.

Approved as to Form:

/s/ _____

Respondent Lewis

Respondent/Husband/Father

RULE 7 NOTICE

You are hereby notified that pursuant to Utah Rules of Civil Procedure 7, the foregoing document shall be submitted for signature at the expiration of seven (7) days plus three (3) days for mailing from the date of this order being served upon you, unless a written objection is filed within that time period. If you fail to do so the court may enter this order without further notice to you.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served upon Respondent Lewis, via U.S. Mail, postage prepaid to 278 North 300 West Morgan, Utah 84050 on April 24, 2026.

/S/Julie Simpson

Julie Simpson

Legal Assistant to Benjamin G. Larsen