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**IN THE THIRD DISTRICT COURT OF UTAH  
IN AND FOR THE COUNTY OF SALT LAKE, STATE OF UTAH**

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*In the Matter of the Marriage of:*

TAYLOR MARTIN VICK,  
Petitioner,

and

TRISTA KAYE VICK,  
Respondent.

**DECREE OF DIVORCE**

Civil No. **264901276**

Judge: **ROBERT FAUST**

Commissioner: **RUSSELL MINAS**

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The above-entitled matter comes before the Court, the Honorable Judge Kara Pettit presiding. Petitioner is represented by Christopher M. Ault; Respondent is *pro se*. The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises, hereby orders as follows:

**ORDERED, ADJUDGED, AND DECREED**

1. The parties are awarded a Decree of Divorce severing the bonds of matrimony between the parties, effective immediately upon entry, on the grounds of irreconcilable differences, effective upon entry.

**PROVISIONS RELATING TO THE CHILD OF THE PARTIES**

2. There has been one child born at issue of this marriage, to wit: Z.B.V., born May 2014.

3. Pursuant to Utah R. Civ. P. 100, Petitioner states, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

#### **CHILD CUSTODY, PARENT TIME, AND PARENTING PLAN**

4. **Joint Legal Custody:** The parties shall be awarded joint legal custody of the minor child.

5. **Joint Physical Custody and Parent Time:** The parties shall be awarded joint physical custody of the child. Parent time shall be as the parties agree; if they cannot agree, Petitioner shall have parent time from Saturday to Monday, and during the week as agreed upon. Petitioner shall have parent time when he is scheduled to be off from work. For the parent time that Petitioner wishes to exercise during the week, Petitioner shall notify Respondent by Sunday evening.

6. **Medical Needs:** The parties shall follow the medical recommendations for the child. This includes performing bladder flushes every other day and hygienic catheter changes every four hours. Petitioner shall cover the expenses for bladder flushes and catheter supplies up to \$150.00 per month. Respondent shall cover expenses beyond \$150.00 per month.

7. **Holiday Provisions:** The holiday schedule shall be as the parties agree; if the parties cannot agree, parent time shall be pursuant to Utah Code Ann. § 81-9-302. Petitioner shall be considered the noncustodial parent for holiday and extended parent time purposes.

8. **Pickup and Delivery for Parent Time:** When it is necessary to pick up the child to exercise parent time, the party exercising parent time will be responsible for picking up the child at the other party's residence. Exchanges for parent time shall occur at a location as the parties agree.

**9. Virtual Parent-Time:** The parties shall be entitled to untethered access to the child during the other party's parent time. It shall be of reasonable duration and at reasonable hours. Neither party will interfere with the other party's virtual parent time. Telephone, Skype, FaceTime, texting, and other forms of electronic communication are acceptable to exercise virtual parent time. All communication between a parent and the child shall be uncensored, unmonitored, and unrecorded. Neither party shall interfere with the other party's virtual parent time. If the child is not available when a parent calls, then the party with parent time shall initiate or have the child initiate return contact as soon as possible, the same day, but not later than 24 hours.

**10. Relocation:** If either of the parties intends to relocate 150 miles or further, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code Ann. § 81-9-209.

**11. First Right of Refusal:** Each parent shall have the first option to provide care for the minor child over any other third party (i.e. surrogate care) if the parent responsible for the minor child is not available for a period of eight hours or longer during parent time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising the first right of refusal shall provide all transportation to and from their residence and direct care for the child. This provision applies solely to parental absences from their residence.

**12. Advisory Guidelines:** The parties shall follow the advisory guidelines set forth in Utah Code Ann. § 81-9-202, with the exception that, to the extent Utah Code Ann. § 81-9-202

conflicts with any provision of the decree, the provisions of the decree shall be the controlling provision. These guidelines govern all parent-time arrangements between the parties.

**a. Mutual Restraining Order:** The parties shall be restrained from disparaging the other party to or in the presence of the child, and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with or in the presence of the child, and are to instruct third parties to also be so restrained. The parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other party at any time or place. The parties shall further cause any third parties, including relatives, not to disparage the other party or the parties' child. The parties shall be responsible for preventing any third-party unfair treatment of the minor child. The parties shall be further permanently restrained from going near the other party's residence, car, or place of employment, without written consent from the other party.

**b. Communication:** Each party shall communicate directly with the other and not through third persons. The minor child shall never be used as a messenger. Communication shall be respectful, and at no time should it be sarcastic or derogatory. Communication shall be limited to matters involving the minor child, such as their health, activities, and well-being. In the event of a medical emergency involving the child, each party shall promptly notify the other. The parties shall communicate about any disciplinary action taken during their parent time.

- c.     **Emergency Medical Decisions:** The parent who has the child at the time they suffer a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent shall notify the other parent of the emergency immediately.
- d.     **Day-to-Day Decisions:** Whichever parent has the child in their physical custody may make minor, day-to-day decisions regarding them and their care. The parties shall make reasonable efforts to meet the nutritional needs of the child.
- e.     **Address and Phone Number:** The parties shall keep each other informed of his and her contact information (address, phone, email) and update the other within 24 hours upon knowledge of any change.
- f.     **Medical Information:** Both parties shall have the right to obtain medical information for the minor child from healthcare providers directly, without the necessity of going through the other party or getting their permission. The parties shall keep each other updated on all medical information regarding the child.
- g.     **Educational Information:** Both parties shall have the right to obtain educational information for the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for school or medical care provider contact. The parties shall keep each other updated on all educational information regarding the child. Both parties shall be listed as parents of the child, and both parents may pick up the child from school, provided it does not interfere with regular school hours, except in cases of bona fide appointment that necessitate early check-out or

in case of emergency. To the extent necessary, each party shall cooperate to ensure that the other party is granted access.

**h. Safe Environment:** The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child. Each household shall have a dedicated space for the child.

**i. Stability:** The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;

**j. Notice of Activities:** Both parties shall be required to notify the other party in a timely manner of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend. This includes, but is not limited to, all extra-curricular activity schedules, school events, etc. Each party shall provide the other party with these schedules as soon as they receive them and shall make best efforts to immediately provide an electronic copy or notification of the events. Both parties shall have direct access to the minor child's activity schedules. The parties may use a shared calendar. Adding an event to the shared calendar 48 hours before the event shall constitute notice.

**k. Special Consideration for Events:** Special consideration shall be given by each parent to make the minor child available to attend family functions (which does not include regularly occurring weekly family dinners or events), including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life

of either parent which may inadvertently conflict with the parent-time schedule.

The parties shall make every effort to schedule their activities during their parent-time;

**l. Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent shall allow others to permanently change the appearance of the child's body, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent of the other parent.

**m. No Illegal use of Drugs, prescription drugs, or use of alcohol to excess:** Each party shall refrain from the use of illegal drugs or prescription drugs used in a non-prescribed manner or from using alcohol to the level of intoxication during their parent time. Each party shall be prohibited from exposing the child to harmful substances such as drugs and alcohol.

**n. Travel.** Whenever the minor child travels with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the minor child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the minor child's location.

**o. No Exposure to Pornography:** The parties shall not expose the minor child to pornographic or sexually explicit material of any kind.

#### **PROVISIONS RELATING TO SUPPORT PAYMENTS**

**13. Petitioner's Income:** Petitioner is employed and has a gross monthly income of \$7,727 for child support purposes.

14. **Respondent's Income:** Respondent is employed and has a gross monthly income of \$2,310 for child support purposes.

15. **Child Support:** Child support shall be calculated using a joint custody worksheet for 1 minor child, with Petitioner having 145 overnights and Respondent having 220 overnights. Petitioner shall pay Respondent \$609 per month in base child support. This amount is consistent with the Uniform Child Support Guidelines.

16. **Alimony:** Respondent has a need for alimony and Petitioner has the ability to pay. Petitioner shall pay alimony to Respondent in the amount of \$1,400 per month until the minor child turns 18, at which point Respondent's need for alimony shall be reevaluated.

#### **PROVISIONS RELATING TO HEALTH INSURANCE**

17. Pursuant to Utah Code Ann. § 81-6-208, if health insurance for the benefit of the minor child is available to either party, that party shall be required to maintain said insurance. The parties shall follow the provisions stated in Utah Code Ann. § 81-6-208 with regard to health insurance for the minor child.

18. The parties shall follow the provisions stated in Utah Code Ann. § 81-6-208 regarding covered and non-covered health insurance and premiums for the minor child. The parties shall divide equally all reasonable and necessary medical, dental, optical, orthodontic and psychotherapeutic expenses incurred for the benefit of the child. All claims for reimbursement shall be subject to verification per Utah Code Ann. § 81-6-208(8) through (10).

19. The parties shall divide the child's portion of the total premium expense equally. The child's portion is calculated by taking the monthly total premium expense, dividing it by the



number of persons covered under the policy, and multiplying that amount by the number of minor children.

#### **PROVISIONS RELATING TO SCHOOL FEES AND EXTRACURRICULAR ACTIVITIES AND EXPENSES**

**20.** The parties shall equally share the cost of the minor child's school and extracurricular activities to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

**21.** The parties shall honor splitting the costs of current extracurricular activities already in place and into the future if the child so desires to maintain the activity.

**22.** The parties shall allow the child to attend extracurricular activities even if it is on the parent-time day of the other party.

**23.** Neither party shall enroll the child in an extracurricular activity without mutual written agreement.

**24.** Proof of payment of said school fees and extracurricular activities shall be provided by the party enrolling the minor child in the activity to the other party within thirty (30) days of the payment, with reimbursement to take place within the following thirty (30) days.

#### **PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS**

**25.** Each party shall be awarded the financial account currently in their name.

26. The parties have joint financial accounts at Mountain America Credit Union that total approximately \$56,000. Respondent shall be awarded a total of \$38,000 from the joint accounts.

27. The parties shall cooperate to close the joint accounts within 30 days of the Decree of Divorce.

28. The parties have approximately \$100,000 in a mutual fund held by New York Life. This account shall remain untouched until 2033, or as the parties agree, at which time it shall be equally split between the parties.

#### **PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS**

29. Each party shall be awarded all retirement, 401k, IRA, or any other retirement-like plans, benefits, or accounts currently held in his or her name. The parties waive any claims they might have had to the other's retirement assets.

#### **PROVISIONS RELATING TO REAL PROPERTY**

30. The parties acquired real property that has already been sold.

#### **PROVISIONS RELATING TO PERSONAL PROPERTY**

31. Each party shall be awarded the personal property currently in their control and possession.

32. Petitioner shall be awarded the Subaru. Petitioner shall be responsible for any balance or late fees associated with the vehicle. Respondent shall sign the necessary documents to transfer the title to the Petitioner's name.

33. Respondent shall be awarded the Tacoma. Respondent shall be responsible for any balance or late fees associated with the vehicle. Petitioner shall sign the necessary documents to transfer the title to the Respondent's name.

### **PROVISIONS RELATING TO DEBTS AND OBLIGATIONS**

34. During the course of the marriage, the parties acquired certain debt. The parties shall each keep the debt in their individual names.
35. Taylor shall be solely responsible for the joint MACU credit card.

### **TAXES**

36. The parties shall alternate claiming the child as a dependent each year for purposes of filing state and federal taxes. Petitioner shall claim the child in odd years, and Respondent shall claim the child in even years.
37. The parties shall file joint taxes for the 2025 tax year. If the parties receive a tax refund, they shall each be entitled to one-half. If the parties owe taxes, these taxes shall be paid from the money market account at Mountain America before splitting those funds.

### **ATTORNEY'S FEES**

38. Each party shall be responsible for their own attorneys' fees.

### **PROVISIONS RELATING TO MUTUAL NON-HARASSMENT**

39. Both parties shall be restrained from harassing, harming, bothering, annoying, threatening, or committing violence against the other party.

### **MISCELLANEOUS PROVISIONS**

40. **Name Change:** Petitioner shall be entitled to restore the use of her former name of "Trista Kaye Terry" if she so desires.

41. **Cell Phone and Streaming Services:** The parties continue to share a cell phone account and various streaming services such as Netflix. The parties shall share these expenses as they agree. If they cannot agree, the parties shall equally share these costs.
42. **Living Arrangement:** As long as Trista lives in Taylor's parents' house, Taylor will have access to the house. Taylor shall be restricted from entering Trista's room or bathroom when she is home.
43. **Insurance:** Each party shall be responsible for their own policies of health, dental, vision and automobile insurance.
44. **Life Insurance:** Each party shall maintain life insurance coverage with a minimum death benefit of \$100,000 naming the minor child as primary beneficiary until the child reaches age 18 or completes undergraduate education, whichever occurs later. The parties shall cooperate to ensure beneficiary designations are updated within thirty (30) days of the entry of the Decree.
45. **Zane's Savings Account:** The parties have established a savings account for the minor child at Mountain America Credit Union. Each party shall contribute monthly to this account with a minimum individual contribution of \$50 per month until the child turns 18.
46. **Therapy:** The child shall continue attending therapy as recommended by the therapist.
47. **Mediation:** Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

**48.    Execution of Documents:** Both parties shall sign and fully execute whatever documents are necessary to implement the provisions of the Decree of Divorce.

**END OF DECREE**

**COURT SIGNATURE WILL APPEAR AT THE TOP OF THE FIRST PAGE**

**Approved as to Form:**

/s/Trista Vick

Trista Vick

Respondent

signed by Christopher M. Ault

with permission from Trista Vick

### NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you may object to the form of the above Order by filing an objection within 7 days after service, plus 3 days if served by mail. After the time to object expires, the above Order will be filed with the Court for signature and entry.

### CERTIFICATE OF SERVICE

I certify that on March 26, 2026, I served a copy of the above document on the following people by the method indicated:

Trista Vick Respondent	<input type="checkbox"/> Mail <input type="checkbox"/> Electronic filing <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Left at business <input type="checkbox"/> Left at home
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/s/ Marina Johnson  
Marina Johnson