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**DISTRICT COURT OF THE STATE OF UTAH
THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY**

SHERI T. OLSEN, Plaintiff, vs. PARKER McGUIRE, KYLIE BRAZE, MASON McGUIRE, and TRISTIN BAKER, Defendants.	ORDER AND JUDGMENT Civil No. 250908738 Honorable Teresa Welch
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The above-entitled matter having come before the Court before the Honorable Teresa Welch based on the Default Certificate entered by the Court on March 19, 2026; the Court being fully advised in the premises; and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That Plaintiff, October SHERI T. OLSEN, is a resident of Salt Lake County, State of Utah.
2. That Plaintiff, PARKER McGUIRE, is a resident of Salt Lake County, State of Utah.

3. That Defendant, KYLIE BRAZE, is a resident of Salt Lake County, State of Utah.
4. That Defendant, MASON McGUIRE, is a resident of Salt Lake County, State of Utah.
5. That Defendant, TRISTIN BAKER, is a resident of Salt Lake County, State of Utah.
6. That the actions of the Defendants occurred in Salt Lake County, State of Utah.
7. That this Court has jurisdiction over this dispute pursuant to U.C.A. §78-3-4(a), and venue is proper pursuant to U.C.A. §78-13-4(2) and §78-13-7.

General Allegations

8. That on or about January 11, 2025, Plaintiff and Defendants executed a Residential Lease Agreement dated January 11, 2025 (*See* copy of Residential Lease Agreement filed herein, marked as Exhibit “A”), which lease agreement was to terminate on or about January 31, 2026.
9. That the Lease Agreement was related to a home and real property located at 5749 South McMillan Circle, Murray, Utah 84107 (hereinafter referred to as the “property”).
10. That pursuant to the Lease Agreement, Defendants were required to pay to Plaintiff, the sum of \$2,800.00 as rent of the property each month, no later than the 1st day of each month.
11. The rental agreement likewise contemplated the payment for late fees, yard maintenance fee, etc.
12. That notwithstanding the explicit terms of the Lease Agreement, Defendants

failed to pay the full rent amount on the property for the month of October 2025, the applicable late fee of \$100.00, and the yard maintenance fee for September 2025 in the amount of \$250.00 and October 2025 in the amount of \$140.00.

12. That based on Defendants' failure to pay the sum of \$3,290.00 as set forth above, a Notice to Quit was served on Defendants on October 11, 2025. Said Notice and all information contained therein is incorporated herein as support for the factual basis of the eviction (*See* Exhibit "B").

13. That pursuant to Utah Code Ann. 78B-6-802, Defendant is unlawfully detaining the premises when Defendants fail to vacate the premises three (3) days after receipt of the Notice to Quit, let alone remedy the outstanding amounts owed.

14. That as a result of Defendants failure to comply with the explicit terms of the Residential Lease Agreement, Plaintiff was denied the rental payments for the month of October 2025, the applicable late fee of \$100.00, and the yard maintenance fee for September 2025 in the amount of \$250.00 and October 2025 in the amount of \$140.00, totaling the sum of \$3,290.00.

15. That Defendants also owe continuing daily rent from October 1, 2025 through the rental agreement or until the premises is re-rented. Further, pursuant to the rental agreement, Defendant will continue to owe late fees which will continue to accrue each new month rent is not paid in full as well as ongoing yard fees. These expenses/amounts are due each new month along with the rent and late fees.

16. That pursuant to the rental agreement and/or Utah Code Ann. 78B-6-811(3), Plaintiff is entitled to recover attorney fees and court costs in pursuing this action; in addition, Defendants are liable for damages to the premises upon move out, which damages shall be established upon discovery, etc.

17. Pursuant to Utah law, Plaintiff is entitled to a lessor's lien upon the property contained within the premises or stored upon Plaintiff's property pursuant to Utah Code Ann. 38-3 *et. seq.*

18. That Plaintiff has been required to employ counsel in this matter, and should therefore be awarded judgment against Defendants for her attorney fees and costs incurred herein.

NOW THEREFORE , Plaintiff prays for relief as follows:

1. Judgment against Defendant in the amount of \$9,996.41, which amount is comprised past due for continuing daily rent, late fees which continued to accrue each new month rent was not paid in full, plus service of Notice (\$40.00), as well as yard fees. These expenses/amounts are due each new month along with the rent and late fees.

2. Judgment for treble damages in the amount of \$93.33 per day from October 1, 2025, and continuing each day thereafter until the premises are vacated.

3. An Order of Restitution restoring the premises back to Plaintiff.

4. A continuing judgment for amounts listed above until vacated.

5. Judgment against Defendants for cleaning and damages to the premises in the amount of \$3,526.14, determined upon move out, plus payment of \$1,000.00 for re-rent levy, and prepayment of any move-in concessions given pursuant to the Residential Lease Agreement as stated above.

6. Interest on such judgment as provided by contract or law.

7. Attorney fees and court costs.

8. Determination of priority of Plaintiff's lessor's lien as against the property within the premises.

9. Any and all other relief this Court deems appropriate and just.

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.

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of May 2026, I sent by United States mail, a true and correct copy of the foregoing **ORDER AND JUDGMENT**, first class postage prepaid thereon, to the following:

Tristin Baker
Defendant
5749 South McMillan Circle
Murray, Utah 84107

Mason McGuire
Defendant
5749 South McMillan Circle
Murray, Utah 84107

Parker McGuire
Defendant
5749 South McMillan Circle
Murray, Utah 84107

Kylie Braze
Defendant
5749 South McMillan Circle
Murray, Utah 84107

/s/ Charmaine Christensen
CHARMAINE CHRISTENSEN