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

IN THE MATTER OF THE MARRIAGE OF: SHIMA SADJADI, and BRUCE VERDIAN.	DECREE OF DIVORCE Civil No. 244904658 DA Honorable Charles Stormont Commissioner Michelle Blomquist
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The above-entitled matter having come before the Court for trial on the 30th day of March 2026, before the Honorable Charles Stormont; Petitioner appearing in person and by her attorney, R. Kaden Gilchrist, and Respondent appearing in person and by his attorney, Matthew N. Olsen; the parties having entered into a stipulation which was read onto the record and approved by the Court; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Matthew N. Olsen, attorney for Respondent, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREE, as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between Petitioner, SHIMA SADJADI, and Respondent, BRUCE VERDIAN, be and the same are hereby dissolved.

2. Residency. That Petitioner and Respondent are residents of County of Salt Lake, State of Utah, and had been for more than three (3) months immediately prior to the filing of the Complaint in this matter.

3. Marriage Information. That Petitioner and Respondent were married on the 18th day of August 2014, in County of Salt Lake, State of Utah.

4. Grounds. That Petitioner and Respondent have experienced irreconcilable differences which cannot be resolved, and such has made it impossible for the marital relationship to continue (See Utah Code Ann. 81-4-405(1)(h)).

5. Children, Custody and Visitation. That Petitioner and Respondent have one (1) minor child born of this marriage, to-wit: D.N.V., born April 2020.

6. That Petitioner and Respondent should be awarded the joint legal and physical custody of the minor child pursuant to the Joint Parenting Plan on file herein.

7. That Petitioner should be awarded parent-time based on a 6/14 parent-time schedule as more fully outlined below:

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Week 1	Dad	Dad	Mom	Mom	Dad	Dad	Dad
Week 2	Dad	Dad	Dad	Mom	Mom	Mom	Mom

8. That Petitioner and Respondent should be mutually restrained from making demeaning and degrading remarks about the other party in the presence of the minor child(ren), and should refrain from allowing third parties to do so.

9. That Petitioner and Respondent should be mutually restrained from involving the minor child(ren) in their divorce matter, and should refrain from allowing third parties to do so.

10. That Petitioner and Respondent should be allowed to travel internationally with the minor child(ren) and therefore neither party should restrict the other party from the minor child(ren)'s passport, with the understanding that the travel will be temporary, not permanent. Neither party should be allowed to take the minor child(ren) to Iran.

11. Jurisdiction - UCCJEA. That Utah has jurisdiction over the custody and parent-time issues in this case. The statute for jurisdiction in Utah is: The Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Utah Code Ann. § 78B-13-101 et seq. The sections under which Utah has custody are Utah Code Ann. § 78B-13-102(7) and/or this case meets the criteria

under Utah Code Ann. § 78B-13-201(1), 207, and 208.

12. That the states and names of the persons with whom the child(ren) have resided within the last five (5) years are set forth below. The minor child(ren) has resided in Utah for at least six (6) months immediately preceding the filing of this action. Utah is the home state for the minor child(ren) and has jurisdiction under Utah Code Ann. §78B-13-102(7).

Lived with:	Petitioner and Respondent	Relation:
Mother and Father	State:	Utah
Living With:	Petitioner and Respondent upon their birth	Stopped
Living With:		

13. Rule 100 Information. That pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13-101 et seq. and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 et seq., the parties state upon information and belief that: a. There are no proceedings in a court of law or governmental agency for custody, child support, parent time or visitation concerning the minor child(ren), which have been filed, or are pending, or have been completed with an order;b. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child(ren), and who claims to have custody, child support, and/or parent time or visitation rights

with the minor child(ren).

14. That neither Petitioner nor Respondent are receiving public assistance for the benefit of the minor child(ren).

15. Child Support. That Petitioner is currently employed and earns average gross monthly income in the amount of \$3,359.00. Respondent is likewise employed, and earns average gross monthly income in the amount of \$4,000.00.

16. That commencing April 1, 2026, Respondent should be awarded child support from Petitioner in the amount of \$103.00 per month, which sum is pursuant to the Uniform Child Support Guidelines for the State of Utah. Child support should be paid on the 1st day of each month.

17. That Respondent should be awarded said child support until the minor child(ren) reaches the age of eighteen (18) years and graduates from high school with his/her normal and expected graduating class.

18. That in the event Petitioner falls in arrears in her child support obligation, Respondent should be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 62A-11-401, et seq., and Universal Income Withholding pursuant to Utah Code Ann. § 62A-11-501, et seq.

19. That Petitioner has incurred child support arrearages in the amount of \$4,046.00 through March 31, 2026. The foregoing amount shall be paid Respondent as an offset from Petitioner's portion of the sales proceeds from the home and real property as set forth more fully below.

20. Extracurricular Activity Expenses. That Petitioner and Respondent should pay one-half of all extracurricular activities of the minor child(ren). However, said extracurricular activity must be agreed to, in writing, by the parties prior to the child(ren) being enrolled or taking part in such activities. If the parties are unable to agree on the extracurricular activity, either party should still be entitled to have the child(ren) participate in the extracurricular activity if that party pays entirely for the extracurricular activity and so long as the extracurricular activity does not interfere with the other party's parent time. The parties should act in good faith in deciding whether the minor child(ren) should participate in an extracurricular activity.

21. Childcare Expenses. That pursuant to Utah Code Ann. § 81-6-209, the parties should share equally the reasonable work-related childcare expenses incurred on behalf of the minor child(ren).

22. That if an actual expense for childcare is incurred, a parent should begin paying his or her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

23. That in the absence of a court order to the contrary, a parent who incurs a childcare expense should provide written verification of the cost and identity of a childcare provider to the other parent upon initial

engagement of a provider and thereafter on the request of the other parent.

24. That in the absence of a court order to the contrary, the parent should notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

25. That in addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with the provisions of the order relating to childcare.

26. That Petitioner and Respondent should be granted the right of first refusal to care for the minor child(ren) when the other party is unable to do so for a period of four (4) hours or longer, prior to the unavailable party engaging surrogate care.

27. That Petitioner has failed to reimburse Respondent for her portion of the childcare expenses in the amount of \$5,370.00 through March 31, 2026. The foregoing amount shall be paid to Respondent as an offset from Petitioner's portion of the sales proceeds from the home and real property as set forth more fully below.

28. Medical Insurance. That Petitioner and Respondent should be ordered to provide and maintain medical and dental insurance for the benefit of the minor child(ren) as long as a policy is available to them through their

employer, at a reasonable cost.

29. That the parent who is ordered to maintain insurance should provide verification of coverage to the other parent upon initial enrollment of the dependent child(ren) and thereafter on or before January 2nd of each calendar year, as set forth in Utah Code Ann. §78B-12-212.

30. That the parent who is ordered to maintain insurance should provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in Utah Code Ann. §78B-12-212.

31. Medical Expenses. That Petitioner and Respondent should divide equally all out-of-pocket medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay and deductible expenses which are incurred on behalf of the minor child(ren) and not paid by insurance.

32. That the parent who incurs medical expenses should provide written verification of the cost and payment of medical expenses to the other parent as set forth in Utah Code Ann. § 81-9-208.

33. That the parent who incurs medical expenses may 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 provide written verification of the cost within thirty (30) days of payment, as set forth in Utah Code Ann. § 81-9-208.

34. That the parent who incurs the medical expenses should be

reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

35. That Petitioner and Respondent should cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann. § 81-9-208.

36. Alimony. That neither Petitioner nor Respondent should be awarded alimony, and their claims should be forever waived.

37. Real Property. That during the course of the marriage, Petitioner and Respondent acquired a home and real property located at 1350 East Old Mission Road, Sandy, Utah.

38. That as contemplated by *Thorup v. Torup*, 2024 UT App. 93 (UT App., 2024), *Lindsey v. Lindsey*, 392 P.3d 968 (UT App., 2017), and *Thompson v. Thompson*, 208 P.3d 1080 (UT App., 2009), marital property consists of all property acquired during the marriage, regardless of source. Marital property is divided equitably and presumptively evenly between the divorcing parties.

39. That the Court concludes the value of the marital home as of the time of trial is \$510,000. The parties stipulated that the first mortgage has a current balance of \$272,929.13. The parties stipulated that the second mortgage has a current balance of \$28,436. Thus, the marital home has \$208,634.87 in equity. Half of the equity in the marital home is, therefore, \$104,317.44.

40. That Respondent seeks 90 days to refinance and Petitioner seeks an order to sell the home without delay. Given that Petitioner does not seek to refinance the home herself, the Court finds it is equitable to permit Respondent an opportunity to refinance for the following reasons and subject to the following conditions:

- a. First, the Court notes it is equitable to proceed in this fashion because Petitioner is likely to receive a greater sum of money if Respondent refinances, because no real estate commissions will be charged. For example, a standard 6 percent real estate commission would reduce the net proceeds from the home at its appraised value by \$30,600, or \$15,300 per party.
- b. Second, it is equitable because it provides some opportunity for the minor child to maintain stability in her life and to maintain friendships in the area.
- c. Third, a full 90 days is not equitable, because it would miss the prime real estate sale season, i.e., the spring, and because it would deny Petitioner access to the funds to which she is entitled from the marital home's equity for an unnecessarily long period of time.
- d. Fourth, it is equitable to allow Respondent only 45 days because Respondent has family connections to the real estate industry who can facilitate a relatively fast refinance if

Respondent is qualified.

e. Fifth, while Respondent's financial declaration shows expenses that exceed -- exceed his after-tax income, it also shows that his debt to income ratio is 50.45 percent. In other words, he owes a monthly debt of \$2,018 for mortgage payments, relative to his gross monthly income of \$4,000. This suggests he is likely going to be able to refinance the home. This is particularly true in light of the amount of equity in the home, either -- even after accounting for Respondent's obligation to pay Petitioner her portion of the equity. In other words, the home's equity of \$208,634.87 relative to its concluded value of \$510,000 represents 40.91 percent of the home's total concluded value. Subtracting Petitioner's equity from the home leaves remaining equity of \$104,317.44 for Respondent, which is 20.45 percent of the home's concluded value of \$510,000, again, suggesting he's likely to be able to refinance.

f. Sixth, the denial of access to funds and the harms this creates for Petitioner can be alleviated by requiring Respondent to pay Petitioner \$10,000 within ten days of the decree being entered. This is an amount Respondent indicated he was capable of paying on such a timeline.

41. That for the foregoing reasons, the Court orders as follows:

Respondent should have no more than 45 days from the date of the decree being entered to refinance the home, unless the parties otherwise agree in writing. Respondent should pay Petitioner \$10,000 within ten days of the decree being entered, or his right to refinance should be forfeited and the home should be immediately listed for sale.

42. That Respondent should be responsible for all costs of maintaining the home until it is refinanced or until the time to do so expires. If he is able to refinance the home into his own name, he should be responsible for all costs associated with the refinance, and he should be responsible for all costs of the home from that time forward.

43. That If Respondent is able to refinance the home in the time allowed, he should pay Petitioner \$104,317.44 at closing, less the sum of \$10,000.00 as set forth above, and the amounts the parties stipulated are due Respondent relative to child support arrearages and daycare expense arrearages. If Respondent receives any notice denying his attempt to refinance, he should immediately notify his attorney, who in turn should notify opposing counsel. At that time, the parties should immediately list the home for sale.

44. That similarly, on the 46th day after the decree is entered, if Respondent has not refinanced the home in full and paid equity to Petitioner, the parties should immediately list the home for sale. If the home is to be listed for sale for any reason, the parties should retain Joe Gordon, who has

experience with real estate transactions in high-conflict divorce. The parties should follow all reasonable recommendations made by Mr. Gordon with respect to the sale. Any offers or proposed contracts that are presented on Utah Association of Realtor forms should be presumed reasonable. The parties should cooperate with Mr. Gordon to ensure timely signatures are obtained on all recommended documents, including without limitation all disclosures, listing agreements and any addenda, real estate purchase agreements and addenda, deeds, and any other documents needed to vest marketable title in the buyer.

45. The parties cooperate with Mr. Gordon to ensure timely responses to any inquiries from Mr. Gordon are provided. A 48-hour response will be considered timely unless Mr. Gordon indicates a faster response is required, in which case the amount of time indicated by Mr. Gordon should govern. If one party timely responds to Mr. Gordon to agree to a course of action and the other party does not, the non-responding party will be considered to have waived any objection to a proposed course of action. Each party should make efforts to ensure outside influences do not interfere with or disrupt the sale of the home.

46. That the proceeds of the sale of the home should first be used to pay off the first and second mortgages, then to pay the costs of sale, including the usual and ordinary commission of Mr. Gordon, and then the proceeds should be divided equally between the parties.

47. Personal Property. That during the course of the marriage, Petitioner and Respondent have acquired certain items of personal property.

48. That Petitioner should be awarded the following items of personal property, free and clear of any claim by Respondent:

- a. Petitioner's vehicle, subject to any indebtedness thereon;
- b. The furniture, furnishings and fixtures in Petitioner's possession; and
- c. Petitioner's personal belongings.

49. That Respondent should be awarded the following items of personal property, free and clear of any claim by Petitioner:

- a. Respondent's vehicle, subject to any indebtedness thereon;
- b. The furniture, furnishings and fixtures in Respondent's possession; and
- c. Respondent's personal belongings.

50. Savings Accounts, Checking Accounts and Investments Accounts. That during the course of the marriage, Petitioner and Respondent have acquired certain savings accounts, checking accounts and/or investment accounts.

51. That Petitioner and Respondent should be awarded their individual savings accounts, checking accounts and/or investment accounts.

52. Debts and Obligations. That during the course of the marriage, Petitioner and Respondent have acquired certain debts and obligations.

53. That Petitioner should assume and pay and hold Respondent harmless from liability thereon, the following debts and obligations:

- a. Petitioner's individual debts and obligations.

54. That Respondent should assume and pay and hold Petitioner harmless from liability thereon, the following debts and obligations:

- a. First mortgage on home and real property;
- b. Second mortgage on home and real property; and
- c. Respondent's individual debts and obligations.

55. Retirement. That Petitioner and Respondent should be awarded their individual retirement accounts, pension plans, savings plans, profit sharing plans, 401(k) accounts, IRA's, etc., which either party has acquired at his or her place of employment or otherwise, free and clear of any claim by the other party.

56. Tax Credits. That Petitioner and Respondent should be awarded the Federal and State tax credits for the minor child(ren), as well as any future stimulus payments or government benefits applicable to the minor child(ren), with Petitioner claiming the minor child(ren) during even years, commencing with the tax year 2026, and Respondent claiming the minor child(ren) during odd years, commencing with the tax year 2025.

Petitioner's ability to claim the tax credit should be subject to her being current on her child support obligation by December 31st of each year.

57. Attorney Fees and Court Costs. That Petitioner and Respondent should be ordered to assume and pay their individual attorney fees and costs incurred herein.

58. Deeds and Other Documents. That each party should execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court, including but not limited to titles and deeds.

59. Default. That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default should be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

60. Full Disclosure. That in the event a party does not disclose all assets to the other party, the party discovering the undisclosed asset or assets should be awarded the entire asset or assets.

61. Notice to Creditors.

a. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1) (c), as amended, the parties are required to 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.

b. Therefore, the party not obligated to pay a joint obligation should:

i. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.

ii. Notify that joint creditor of the current address for each party.

iii. 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 was not required to pay the debt.

62. Notice to Medical Expense Creditors.

a. Pursuant to Utah Code Ann. §§15-4-6.7, 30-2-5 and 30-3-5(1) (c), as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §§30-3-5, 30-4-3, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. §62A-11-326, a creditor who has been provided 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 the medical and dental expenses required to be paid by that parent under the order.

b. Therefore, each party should:

- i. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
- ii. Notify the particular creditor of the party's current address.
- iii. Inform the particular 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 the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Utah Code Ann. §70C-7-107, or report of the debtors 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.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order do not bear the handwritten signature of the Judge, but instead display 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 22nd day of May 2026, I sent *via* email, a true and

correct copy of the foregoing **DECREE OF DIVORCE**, to the following:

R. Kaden Gilchrist

Attorney for Petitioner

/s/ Charmaine Christensen
CHARMAINE CHRISTENSEN