

Kevin James Olsen

Name

SAFEGUARDED -

Address

-, --

City, State, Zip

Phone

Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Kevin James Olsen

(name of Petitioner)

and

Bailey Elizebeth Yanowsky

(name of Respondent)

Other parties (if any)

Divorce Decree

264902926

Case Number

Patrick Corum

Judge

Kim Luhn

Commissioner (domestic cases)

The court decrees:

Divorce

1. Kevin James Olsen is granted a divorce. Kevin James Olsen testified at a on grounds and jurisdiction for divorce. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Kevin James Olsen and Bailey Elizabeth Yanowsky** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

- a.
Child Name: **Elina Rose Yanowsky Olsen**
Date of Birth: **Jul 5, 2017**

- b.
Child Name: **Joseph Atlas Yanowsky Olsen**
Date of Birth: **Dec 14, 2018**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

- 3. Utah has jurisdiction over the custody and parent-time issues in this case because:
- 4. During the last five years, the minor children have lived at the following places and with the following people:

- a.
Child Name: **Elina Rose Yanowsky Olsen**
Date of Birth: **Jul 5, 2017**

- i.
Move-out Date: **This is the child's current address**
Move-in Date: **Jun 1, 2025**
Address: **SAFEGUARDED, -, -, - - United States**
(1).
Caretaker at this address: **Kevin James Olsen**
Caretaker current address: **SAFEGUARDED, -, -, - - United States**

- (2).
Caretaker at this address: **Kelly Evertsen**
Caretaker current address: **SAFEGUARDED, -, -, - - United States**

- ii.
Move-out Date: **Jun 1, 2025**
Move-in Date: **Jun 9, 2024**
Address: **SAFEGUARDED, -, -, - -**
(1).
Caretaker at this address: **Kevin James Olsen**
Caretaker current address: **SAFEGUARDED, -, -, - - United States**

iii.

Move-out Date: **Jun 8, 2024**

Move-in Date: **Dec 14, 2022**

Address: **265 E Main St, Sandy, Utah 84070 United States**

(1).

Caretaker at this address: **Kevin James Olsen**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

iv.

Move-out Date: **Dec 14, 2024**

Move-in Date: **Aug 19, 2019**

Address: **3507 S 1300 E, SLC, Utah 84106 United States**

(1).

Caretaker at this address: **Bailey Yanowsky**

Caretaker current address: **10715 S Auto Mall Dr, Room 310, Sandy, Utah
84070 United States**

(2).

Caretaker at this address: **Susan Summers**

Caretaker current address: **10715 S Auto Mall Dr, Room 310, Sandy, Utah
84070 United States**

b.

Child Name: **Joseph Atlas Yanowsky Olsen**

Date of Birth: **Dec 14, 2018**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jun 1, 2025**

Address: **SAFEGUARDED, -, -, - - United States**

(1).

Caretaker at this address: **Kevin James Olsen**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Kelly Evertsen**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

ii.

Move-out Date: **Jun 1, 2025**

Move-in Date: **Jun 9, 2024**

Address: **SAFEGUARDED, -, -, - -**

(1).

Caretaker at this address: **Kevin James Olsen**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

iii.

Move-out Date: **Jun 8, 2024**

Move-in Date: **Dec 14, 2022**

Address: **265 E Main St, Sandy, Utah 84070 United States**

(1).

Caretaker at this address: **Kevin James Olsen**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

iv.

Move-out Date: **Dec 14, 2022**

Move-in Date: **Aug 12, 2019**

Address: **3507 S 1300 E, SLC, Utah 84106 United States**

(1).

Caretaker at this address: **Bailey Yanowsky**

Caretaker current address: **10715 S Auto Mall Dr, Room 310, Sandy, Utah 84070 United States**

(2).

Caretaker at this address: **Susan Summers**

Caretaker current address: **10715 S Auto Mall Dr, Room 310, Sandy, Utah 84070 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Kevin James Olsen** and **Bailey Elizebeth Yanowsky**'s minor children in any court or government agency.

This includes filed, pending, and completed cases.

6. **Kevin James Olsen** and **Bailey Elizebeth Yanowsky** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is proposed by **Kevin James Olsen**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Kevin James Olsen** be awarded Sole Legal and Sole Physical custody **Bailey Elizebeth Yanowsky** should have parent-time at reasonable times and places.

8. The parents will follow a custom parent-time schedule:

a. Kevin James Olsen will have full legal and physical custody. Visitation will occur as parties agree or by order of the court.

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Bailey Elizebeth Yanowsky	Kevin James Olsen
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree	As the parties agree or as ordered by the court.		

Holiday	Period	Bailey Elizebeth Yanowsky	Kevin James Olsen
or as ordered by the court.			
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		
As the parties agree or as ordered by the court.	As the parties agree or as ordered by the court.		

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

No arrangements can be made at this time for who will pick up, deliver and return the children for parent-time.

Curbside transfers

(The parent/person picking up or dropping off the children does not leave the vehicle and the other parent/person does not leave the residence.)

11. There will be curbside transfers. The parent/person dropping-off or picking-up a child will remain in the vehicle and the other parent/person will remain in the residence, building, or other vehicle where that other parent/person has been waiting, so that the two parents/persons are never in each other's physical presence.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

13. The school the children will attend is based on **Kevin James Olsen's** home residence.

14. Kevin James Olsen has authority to check the children out of school. Kevin James Olsen has access to the children during school. If the parents cannot agree, education decisions will be made by Kevin James Olsen.

Communication with each other

15. Parents will communicate with each other by:

In person

By email: Kevin James Olsen
Bailey Elizabeth
Yanowsky

kev.j.olsen@gmail.com
baileyyanowsky1@gmail.com

By third party: Kevin James Olsen

a.

Name: **Susan Summers**

Phone: **N/A**

Email:

ynot1222@outlook.com

Text: **N/A**

Bailey Elizabeth
Yanowsky

a.

Name: **Susan Summers**

Phone: **N/A**

Email:

ynot1222@outlook.com

Text: **N/A**

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By telephone

Parents will maintain voice mail so the children can leave and receive messages.

- By text
- By letter
- By email

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than 1 days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

A relative, friend, or neighbor.

Over the age of **18**.

Relocation of a parent (Utah Code 81-9-209)

22. If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

23. If either parent lives 150 miles or more away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or
(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

- ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
 - i.
 - (A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
 - (B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and
 - ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.
- c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:
 - i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and
 - ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and
 - iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.
- d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
 - i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.
 - ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
 - iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's

monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

24. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved**.

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Kevin James Olsen) (Utah Code 81-6-203)

27. **Kevin James Olsen's** gross monthly income for child support purposes is **\$3397**.

Kevin James Olsen base child support amount using the **sole** custody calculation is **\$881**. **Kevin James Olsen** receives the following gross monthly income:

a. **Kevin James Olsen** is employed at **Nelson Laboratories LLC**. **Kevin James Olsen** earns **\$3397.33** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Bailey Elizebeth Yanowsky) (Utah Code 81-6-203)

28. **Bailey Elizebeth Yanowsky's** gross monthly income for child support purposes is **\$0**. **Bailey Elizebeth Yanowsky's** base child support amount using the **sole** custody calculation is **\$30**. **Bailey Elizebeth Yanowsky** receives the following gross monthly

income:

- a. **Bailey Elizebeth Yanowsky** does not have any countable income from any source.

29. The adjusted gross monthly income for **Bailey Elizebeth Yanowsky** is \$0.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

30. **Kevin James Olsen** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons: **The reason(s) for deviation are absence of need of the parent to receive child support and As described in the previous declaration of earnings, Bailey Elizebeth Yanowsky is mentally disabled. Bailey Elizebeth Yanowsky seems incapable of taking any responsibility for herself, let alone the children of Bailey Elizebeth Yanowsky and Kevin James Olsen. Kevin James Olsen also believes that by requesting this deviation it will prevent future harassment of Kevin James Olsen by Bailey Elizebeth Yanowsky, and that it will also prevent potential future resentment of Bailey Elizebeth Yanowsky towards the children of Bailey Elizebeth Yanowsky and Kevin James Olsen..**

31. It is in the best interest of the parties' children that neither party be ordered to pay child support to the other. This deviates from the Utah Uniform Child Support Guidelines.

- a. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

32. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

33. Child support will be paid as follows:

Kevin James Olsen does not want any child support.

34. The issue of past-due child support may be decided by future court or administrative action.

35. **Kevin James Olsen** and **Bailey Elizebeth Yanowsky** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Kevin James Olsen, Bailey Elizebeth Yanowsky** will reimburse **Kevin James Olsen** for half the fee.

36. The parties must notify each other within 30 days of any change in their income.

37. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support

orders.

Dependent children for tax purposes

38. **Kevin James Olsen** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

39. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

40. **Kevin James Olsen** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Kevin James Olsen's** insurance will be primary coverage.
- **Bailey Elizebeth Yanowsky's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Kevin James Olsen's** spouse's insurance will be primary coverage.
- **Bailey Elizebeth Yanowsky's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

41. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Kevin James Olsen does not need or expect financial assistance from Bailey Elizebeth Yanowsky.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

42. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

43. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

44. Vehicles will be divided as follows:

a.

Year: **2016**

Make: **Subaru**

Model: **Forester**

VIN: **N/A**

Owner (before divorce): **Kevin Olsen**

Current value: **\$10,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **KBB**

Ownership After Divorce: **Kevin James Olsen**

Loan: **N/A**

Bank and credit union accounts

45. Bank and credit union accounts will be divided as follows:

a.

Account Number: **0368**

Account Type: **Checking**

Institution Name: **Jordan Credit Union**

Address: **P.O. Box 1888 Sandy, UT 84091-188**

Date Opened: **N/A**

Balance (US Dollars): **\$2,200.00**

Estimated: **yes**

Estimation basis: **Checking account, it is in use**

Owner: **Kevin James Olsen**

Co-Owner(s): **N/A**

Divide as follows: **Kevin James Olsen should be awarded the entire balance of \$2,200.00 from this money.**

Debts

46. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

47. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

48. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

49. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

50. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **TBD1**

Plan Name: **Charles Schwab Nelson Labs**

Plan Administrator: **Charles Schwab**

Company Name: **Nelson Labs**

Address: **Schwab Retirement Plan Services-(DPU) 200 S 108th Ave Omaha, NE**

68154

Date Opened: **Mar 27, 2023**

Plan Value: **\$15000**

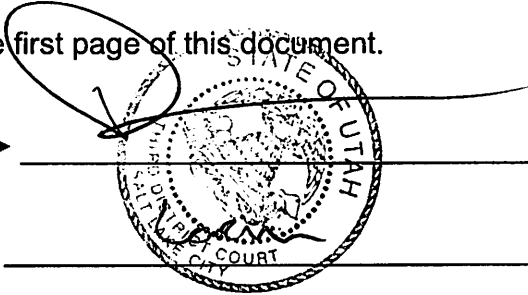
This plan is in the name of: **Kevin James Olsen**

Divide as follows: **The entire account should be awarded to Kevin James Olsen.**

Duty to sign documents

51. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

8/12/24
Date _____ Signature ► 
Judge _____
Signature ► _____
Date _____
Commissioner _____

Approved as to Form.

Other Party
Signature ► _____

Other Party Name Bailey Elizebeth Yanowsky

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Bailey Elizebeth Yanowsky**
Method of service: **Email**
Address: **baileyyanowsky1@gmail.com**
Date of Service: **Aug 10, 2026**

08/10/2026
Date _____ Signature ► Kevin James Olsen
Printed Name Kevin James Olsen