



MATTHEW N. OLSEN
Utah State Bar No. 4239
OLSEN & OLSEN LAW, LLC
Attorney for Petitioner
8142 South State Street
Second Floor
Midvale, Utah 84047
Telephone: (801) 255-7176
Email: rep@olsenfamilylaw.net

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

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
LINDSAY VANCE,	
and	Civil No. 264900933 DA
TYSON VANCE.	Honorable Amber M. Mettler Commissioner Renee Blocher

THIS MATTER having come before the Court based upon the Stipulation and Settlement Agreement executed by the parties; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Matthew N. Olsen, Attorney for Petitioner and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Dissolution of Marriage. That the marriage between the Petitioner, LINDSAY VANCE, and Respondent, TYSON VANCE, be and the same is hereby dissolved.
2. Residency. That Petitioner is a resident of Salt Lake County, State of Utah, and has been for more than three (3) months immediately prior to the filing of the Verified Complaint for Divorce in this matter.

3. Marriage Information. That Petitioner and Respondent were married on the 6th day of October 2018, in County of Wasatch, 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 Parent Time. That Petitioner and Respondent have a special needs child born as issue of this marriage, to-wit: M.W.V., born June 2022.
6. That Petitioner shall be awarded the sole legal and primary physical custody of the minor child.
7. That Respondent shall be awarded parent-time as the parties may agree, or in the event they cannot agree on Respondent's parent-time, then pursuant to Utah Code Ann. § 81-9-302.
8. That Petitioner and Respondent shall be awarded holiday parent-time as the parties may agree, or in the event they cannot agree upon their holiday parent-time schedule, then pursuant to Utah Code Ann. § 81-9-302, with Petitioner being designated as the custodial parent for purposes of holiday parent-time.
9. That the provisions of Utah Code Ann. § 81-9-209 related to relocation shall be incorporated into the Decree of Divorce.
10. That Petitioner and Respondent shall be mutually restrained from making disparaging or demeaning remarks about the other party in the presence of the minor child(ren), and to whatever extent possible, preclude third parties from doing so.

11. That Petitioner and Respondent shall be mutually restrained from involving the minor child(ren) in their divorce matter, and to whatever extent possible, preclude third parties from doing so.
12. 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.
13. That states and names of the persons with whom the minor child(ren) has 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, respectively

State: Utah

Begin Living With: Petitioner and Respondent upon his/her birth

Stopped Living With:

14. 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; and
- 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).
15. That Petitioner is not receiving public assistance for the benefit of the minor child(ren).
13. Child Support. That Petitioner is currently unemployed as a result of her providing full care for the minor child, and therefore no income should be listed for purposes of the Court calculating child support. Respondent is currently employed and earns average gross monthly income in the amount of \$6,500.00.
14. That commencing August 1, 2026, Petitioner shall be awarded child support from Respondent in the amount of \$775.00 per month, which sum is pursuant to the Uniform Child Support Guidelines for the State of Utah. Child support shall be payable on the 1st day of each month. In the event the minor child commences receiving Social Security benefits, the issue of child support shall be reviewed.
15. Extracurricular Activity Expenses. That Petitioner and Respondent shall be ordered to assume and pay 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 shall 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 shall act in good faith in deciding whether the minor child(ren) should participate in an extracurricular activity and shall therefore not unreasonably withhold their consent.

16. Medical Insurance. That Petitioner and Respondent shall provide and maintain medical insurance for the benefit of the minor child(ren) as long as a policy is available to them at their place of employment, at a reasonable cost.
17. That if at any point in time a dependent child(ren) is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child(ren) and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child(ren). If a parent remarries and the dependent child(ren) is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child(ren).
18. That the parent who is ordered to maintain insurance shall 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. § 81-6-208.

19. That the parent who is ordered to maintain insurance shall 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. § 81-6-208.
20. Medical Expenses. That Petitioner and Respondent shall be ordered to assume and pay one-half of 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.
21. That the parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent as set forth in Utah Code Ann. § 81-6-208.
22. 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. § 81-6-208.
23. That the parent who incurs the medical expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.
24. That Petitioner and Respondent shall 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. § 81-6-208.
25. That Petitioner shall be granted the right of first refusal to care for the minor child(ren) when Respondent is unable to do so, prior to Respondent engaging surrogate care.

26. Alimony. That Petitioner shall be awarded a reasonable sum of alimony from Respondent in the amount of \$1,225.00 per month, for a period of four (4) years.
27. Real Property. That during the course of the parties' marriage, Petitioner and Respondent acquired a home and real property located at 6102 Clara Drive, Taylorsville, Utah 84129.
28. That Petitioner and Respondent have since sold the home and real property, with the first \$110,000.00 being paid to Petitioner's sister to reimburse her for a loan provided to the parties, and the remaining sales proceeds being equally divided between the parties.
29. Personal Property. That during the course of the marriage, Petitioner and Respondent acquired certain personal property.
30. That Petitioner shall be awarded the following items of personal property, free and clear of any claim by Respondent:
- a. A portion of the furniture, furnishings and fixtures as the parties may agree; and
 - b. Petitioner's personal belongings.
31. That Respondent shall be awarded the following items of personal property, free and clear of any claim by Petitioner:
- a. 2018 Honda CRV, subject to any indebtedness;
 - b. A portion of the furniture, furnishings and fixtures as the parties may agree; and
 - c. Respondent's personal belongings.
37. Debts and Obligations. That during the course of the marriage, the parties have incurred certain debts and obligations.

38. That Petitioner shall assume and pay the following debts and obligations, holding Respondent harmless therefrom:
- a. Petitioner's individual debts and obligations.
39. That Respondent shall assume and pay the following debts and obligations, holding Petitioner harmless therefrom:
- a. Costco Visa credit card;
 - b. Respondent's credit card;
 - c. Automobile loan (Respondent's vehicle); and
 - d. Respondent's individual debts and obligations.
44. That Petitioner and Respondent shall indemnify and hold the other party harmless on all debts and obligations that party is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. § 523(a)(15).
45. That if either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent asset, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.
46. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

47. That each party shall make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.
48. Savings Accounts, Checking Accounts and Investment Accounts. That during the course of the marriage, Petitioner and Respondent have acquired certain savings accounts, checking accounts and/or investment accounts.
49. That Petitioner and Respondent shall be awarded their individual savings accounts, checking accounts and/or investment accounts, free and clear of any claim by the other party.
50. Retirement. That Petitioner and Respondent shall be awarded one-half of all individual retirement, pension plans, 401(k) accounts, savings plans, and/or profit sharing plans, etc., which either party has accrued through their employment or otherwise, pursuant to the *Woodward v. Woodward* formula.
51. Tax Credits. That Petitioner and Respondent shall be awarded the Federal and State tax credits applicable to the minor child(ren), as well as any and all future stimulus payments and/or government benefits, with Petitioner claiming the minor child during even years and Respondent during odd years. Respondent's ability to claim the minor child shall be subject to him being current on his child support obligation by December 31st of each year.
52. Maiden Name. That Petitioner shall be restored to her maiden name of upon entry of the Decree of Divorce, if she so desires.
53. Attorney Fees. That Petitioner and Respondent shall be ordered to assume and pay their individual attorney fees and costs incurred herein.

54. Deeds and Other Documents. That each party shall 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.

55. 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 shall 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.

56. 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 shall be awarded the entire asset or assets.

57. Notice to Creditors.

a. Pursuant to Utah Code Ann. §§ 15-4-6.5, 81-2-205, and 81-4-401, 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 shall:

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.

52. Notice to Medical Expense Creditors.

a. Pursuant to Utah Code Ann. §§ 15-4-6.7, 81-2-205, and 81-4-401, 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. §§ 81-4-401, 81-4-201, or 81-6-204, as amended, or an administrative order under Utah Code Ann. § 26B-9-218, 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 his or her share of the medical and dental expenses required to be paid by that parent under the order.

b. Therefore, each party shall:

- 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 his or her 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 his or her 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 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.

APPROVED AS TO FORM:

/s/ Joshua R. Lucherini
signed by MATTHEW N. OLSEN
with permission of JOSHUA R. LUCHERINI, Attorney for Respondent (*via email: 7/29/26*)

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of July 2026, I sent *via* email, a true and correct copy
of the foregoing **DECREE OF DIVORCE**, to the following:

Joshua R. Lucherini
Attorney for Respondent

/s/ Charmaine Christensen
CHARMAINE CHRISTENSEN