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IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of:

THUYEN DAN CHRISTENSEN

and

MATTHEW RYAN CHRISTENSEN

DECREE OF DIVORCE

Case No: 264903995

Judge: Kristine Johnson

Commissioner: Kim Luhn

The above-captioned matter having come before the above-referenced court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, states:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Provisions Relating to Termination of Marriage

1. Thuyen and Matthew were married in Logan, Utah, on October 25, 2007.
2. The parties are awarded a divorce on the grounds of irreconcilable differences and the marriage between the parties is hereby terminated.

Provisions Relating to Minor Children

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3. The parties have one minor child: I.K.C. (10/21/2015).

Provisions Relating to Legal Custody

4. The parties are awarded joint legal custody of the minor child.

Parenting Plan

Decision Making

5. Each party may make day to day decisions while the children are in their care or custody.
6. Each party may make emergency decisions while the children are in their care or custody but must notify the other parent of the emergency as promptly as possible under the circumstances.
7. The parties will discuss all important or major decisions; including, but not limited to, non-emergency medical decisions, educational decisions, and religious decisions; regarding the minor children and make good faith efforts to come to an agreement.

Dispute Resolution

8. Regarding day-to-day decisions:
 - a. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own

style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

9. Major Decisions

a. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties will confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the child), the parties will adhere to the following dispute resolution procedure:

b. Notice: The parties will notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.

c. Information: The parties will exchange all relevant information and/or documentation pertaining to the matter in dispute.

d. Discussion: The parties will then discuss the matter in good faith and take into account one another's full point of view regarding the matter.

e. Consultation: If a decision cannot be reached after consulting in good faith, the parties will consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.

i. Mediation: If the parties cannot agree, the parties will promptly retain the assistance of a mediator with the parties splitting the costs of such mediation 50/50 to resolve an ongoing issue.

ii. Court Review: If ~~the~~ parties still cannot agree after mediation

either party may bring the issue before the court.

f. No Undue Delay: Neither party will cause any undue delay in utilizing this decision-making process and will pursue the speedy resolution of all disputes.

Education Plan

10. The residence of Thuyen will be used for the purpose of identifying where the children will be enrolled in school unless the parties agree otherwise.

11. Both parties may have authority to check the children out of school but will not do so without good reason nor will they do so in order to exercise parent-time.

Holidays

9. Holiday parent-time is shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If they are unable to agree it is divided pursuant to the provisions of the following table (with Thuyen designated as the custodial parent only for holiday purposes):

10. Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even Years
President's Day	(1) Holiday begins Friday at:	Even Years	Odd Years

	(a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National	Even Years	Odd Years

	Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd Years	Even Years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years	Even Years
Thanksgiving	(1) Holiday begins on Wednesday	Even Years	Odd Years

	at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

Uninterrupted/Extended Time

11. The parties should each have two weeks of uninterrupted time in the summer.

Each party should notify the other party of when they intend to take their uninterrupted time by May 1st of each year Thuyen having first choice in odd years and Matthew having first choice in even years.

12. There is no additional extended or interrupted time except by written agreement of the parties.

Notice for Travel

13. For emergency purposes, whenever the child travels with either parent, all of the following will be provided to the other parent:

- (a) an itinerary of travel dates;
- (b) destinations;
- (c) places where the child or traveling parent can be reached; and
- (d) the name and telephone number of an available third person who would be knowledgeable of the child's location.

Relocation

14. If a party intends to move 150 miles or more from the residence of the other parent, they should be required to provide 60 days advance written notice of their intent to relocate.

15. If the parties cannot agree as to how the relocation will affect parent-time, travel costs, or other aspects of the parenting plan or orders of the court, then they should be required to follow the provisions of Utah Code Section 81-9-209 regarding the relocation.

Mutual Restraints

16. Each party is mutually restrained from:

- a. Saying anything demeaning or derogatory about the other party in the presence of the minor child and should remove the child from third parties engaged in such conduct;
- b. Discussing adult issues, including this action with the child and should remove the child from third parties engaged in such conduct;

- c. Using the child as messenger or courier between them;
- d. Questioning the child about their parent-time or relationship with the other parent, interrogating the child about their visitation with the other parent, discussing this case with the child, or bribing or coaching the child to make statements regarding custody or visitation;
- e. Communicating with each other in any manner that is unprofessional, uncivil, or derogatory; that uses name calling, vulgarity, or otherwise inhibits a healthy co-parenting relationship.
- f. Saying anything demeaning or derogatory about the other party's religious beliefs or lack thereof in the presence of the minor child. Neither party should permit third parties to engage in such conduct.

17. Parties shall not allow or permit third parties to do anything that they themselves are restrained from doing under this Parenting Plan.

Virtual Parent-Time/Telephone Contact

18. As long as equipment and service are available, both parents is entitled to virtual parent-time, telephone calls, and texting with the minor children during the other parent's time, as long as it is at a reasonable hour, for a reasonable duration, and is not disruptive to the plans and activities of the parent who has physical custody of the child at the time.

Provisions Relating to Physical Custody

19. The parties are awarded joint physical custody of the minor child.

Provisions Relating to Parent-Time

20. The parties shall share parent time¹⁰ as they can agree. However, if the parties cannot agree they shall share parent time based on a week on and week off basis (50/50).

21. Exchanges for parent time should occur at 9:00 PM on Sunday nights. The parent ending parent time will drop off the minor child at the receiving parent's residence on those Sunday nights.

Provisions Relating to Right of First Refusal

22. If either party is unable to supervise the minor children for an overnight period or longer during their parent-time, the parent not exercising parent-time should have the right to exercise parent time instead of using surrogate care.

Provisions Relating to Child Support

23. Thuyen's gross monthly income is approximately \$4,569 per month.

24. Matthew's gross monthly income is approximately \$6,276 per month.

25. In accordance with the income of Thuyen and Matthew, Matthew should be ordered to pay child support to Thuyen consistent with the state guidelines, in the amount of \$96.00 per month (calculated using 183 overnights for Thuyen and 182 for Matthew).

Provisions Relating to Extracurricular Activities and School Fees

26. The parties are ordered to equally share the cost of extracurricular activities that the child is in the future and are mutually agreed upon by both parties.

27. If the parties mutually agree on the activity they will each pay half and they will be responsible for making the child available for practices or other scheduled events relating to the activity.

28. If only one parent agrees to the activity the other parent will not be required to pay half or forfeit parent time in order for the child to attend the activity/practices.

29. The Parties are required to equally share all school fees.

Provisions Relating to Health Insurance

30. Pursuant to Utah Code §81-6-208, the parties are ordered to provide the minor child with medical and dental insurance coverage if available at a reasonable cost.

a. The parties should each be required to pay $\frac{1}{2}$ of the medical and dental insurance premiums for the minor child on a per capita basis per statute.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of the parent who can secure the best insurance shall be primary coverage for the dependent child, and the health, hospital, or dental insurance plan of the other parent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by the 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.

c. Both parents should provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of

insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.

d. Each parent should pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor child, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

e. The parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment and the parent receiving the written verification shall pay their share of the medical expense within 30 days of receiving written verification.

g. In addition to any other sanctions provided by the Court, a parent incurring 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 comply with above.

Provisions Relating to Childcare

31. Each party pays one-half of all childcare or daycare related costs per Utah Code §81-6-209.

32. The parties agree to pay ½ of the child care related costs if they agree to the need for the child care in writing. If a parent seeks child care unilaterally without the other parent being able to provide the care themselves or seek other options, then the child care seeking parent will be solely responsible for the costs.

Provisions Relating to Taxes

33. The parties will alternate claiming¹³ the minor child for tax purposes with Thuyen claiming the minor child in even years and Matthew claiming the minor child in odd years.

Provisions Relating to Alimony

34. Both parties are able to support themselves and are not in need of alimony.
Alimony is waived by both parties now or forever in the future.

Provisions Relating to Real Property

35. The parties lived at a residence together during the marriage at 446 East 6815 S. Midvale, UT 84047.

- a.** The parties agree to divide the house proceeds 50/50 via sale of the residence.
- b.** The parties will agree on a real estate agent, and will look to the agreed upon agent to determine listing price, offers to accept, repairs to be made and other recommendations as needed.
- c.** The parties will split the equity in the home after all the costs associated with selling the real property.

Provisions Relating to Personal Property

36. Each party is awarded their own separate personal property that they acquired before their marriage.

37. Thuyen is awarded:

- a.** 2017 Ford Escape and any debt associated with it.

38. Matthew is awarded:

- a. The 2025 Volkswagen Tiguan and any debt associated with it.
39. All other personal property is awarded as the parties can agree. If the parties cannot agree they will either perform a draft (flip a coin and take turns picking property until none remains) or via selling the personal property and dividing the proceeds.

Provisions Relating to Financial/Bank Accounts

40. The parties do not have any joint financial accounts to divide. If any are discovered the parties should divide these accounts 50/50.
41. Each party is awarded the accounts in their own names free and clear of any claim by the other party.

Provisions Relating to Investment Accounts and Retirement Accounts

42. The parties shall each keep the retirement accounts in their own name free and clear of any claim by the other party.

Provisions Relating to Debts

43. The parties do not have any marital debt to divide besides the vehicles explained in personal property.
44. Each party is solely responsible for the debt that they have incurred in their own name. Neither party should have claim against the other for debt that is solely in their own name.
45. If any additional marital debt is discovered, the party who incurred the debt should pay the debt solely.

Provisions Relating to Attorney's Fees and Costs

46. The parties should each pay their own attorney's fees and costs incurred in prosecuting this action.

Miscellaneous Provisions

47. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

48. Thuyen is permitted to change her name back to Thuyen Dan Phan if she so desires.

****SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE****

Approved as to Form:

/s/Matthew Christensen

Matthew Christensen, Respondent

Signed by Brock Wamsley with permission of Matthew Christensen via email on 09/02/26.