FILED DISTRICT COURT
Third District
OCT 14 2026
Salt Lake County
By: _____
Deputy Clerk

AMBYR TALBOT LINDSAY
12972 S. Brook Haven Cove
Draper, Utah 84020
Telephone: (801) 243-9982
Email: ambyrcita@gmail.com

Petitioner pro se

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY STATE OF UTAH SALT LAKE DEPARTMENT

In the matter of the marriage of **AMBYR TALBOT LINDSAY,** Petitioner, and **DARREN LINDSAY,** Respondent.	**DECREE OF DIVORCE** Case Number 264904730 Judge Welch Commissioner Luhn

THE ABOVE CAPTIONED MATTER having come before the Court in support of the Stipulated Verified Petition for Divorce, the Court now being fully advised in the premises, having previously made and entered its Findings of Fact and Conclusions of Law, and, for good cause appearing,

IT IS HEREBY ORDERED:

1. **MARRIAGE TERMINATED.** The marriage of the parties is hereby terminated and the parties are granted a Decree of Divorce, said decree to become final automatically upon the date of signing and entry by the Court pursuant to the provisions of Utah Code 81-4-406(5)-(6).

2. **CHILDREN.** Ambyr and Darren are the legal parents of the following children under Utah's Uniform Parentage Act, Utah Code 81-5-101 *et seq.*

Child's Name	***Birth Month and Year***
William Elliot Lindsay	December 2010
Ethan Tyne Lindsay	February 2018
Emilia Bryce Lindsay	December 2020

3. **CUSTODY.** It is in the children's best interests that the parents be awarded joint legal and physical custody, pursuant to Utah Code 81-9-305 and the Parenting Plan herein. Pursuant to Utah Code Ann. §81-9-203 *et seq.*, the following parenting plan is proposed by the parties and the parties verify that this Parenting Plan is being filed in good faith.

PARENTING PLAN

Joint Legal Custody

4. The parents shall share joint legal custody of the children. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

5. The parents shall exchange information concerning the health, education, and welfare of the children.

6. Day to day decisions regarding the care, control and discipline of the parties' children will be made by the parent with whom the children are residing at the time. Either parent may make emergency decisions regarding the health or safety of the children.

7. The parties shall confer and work together in good faith to reach joint decisions regarding major decisions pertaining to the health, education, and religion of the child. Should a dispute arise relating to major decisions, the parties shall adhere to the following dispute resolution procedure:

a. Notice. The parties shall 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.

b. Information. The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.

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

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

e. Mediation. If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.

f. Presumptive Decision Making. Neither party shall have presumptive final decision-making authority.

g. Court Review. Either party shall have the right to challenge any such decision by way of court review to determine whether the decision is contrary to the best interests of the minor children.

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

8. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.

9. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

10. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing party. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from the mediation or counseling.

Parent-time Provisions

11. The children shall reside in Mother's home 183 overnights (50%) each year, pursuant to Utah Code 81-9-305 and as per the parties' mutual agreement. For the purpose of interpreting this Parenting Plan, Mother is the custodial parent.

12. The children shall reside in Father's home 182 overnights each year (50%) each year, pursuant to Utah Code 81-9-305 and as per the parties' mutual agreement. For the purpose of interpreting this Parenting Plan, Father is the noncustodial parent.

13. If the parties are unable to agree, the parties shall exercise parent-time as follows:

	Mon	***Tues***	***Wed***	***Thurs***	***Fri***	***Sat***	***Sun***
Week 1	Darren	Darren	Ambyr	Ambyr	Ambyr	Ambyr	Ambyr
Week 2	Darren	Darren	Ambyr	Ambyr	Darren	Darren	Darren

a. Father shall exercise parent-time beginning Monday morning and ending Wednesday morning each week.

b. Mother shall exercise parent-time beginning Wednesday morning and ending Friday morning each week.

c. The parents shall alternate weekends exercising parent-time beginning Friday morning and ending Monday morning.

d. Unless otherwise agreed upon by the parties, parent-time exchanges shall take place at the time the minor children's school begins, or, if school is not in session, at 9 a.m.

14. Extended Parent-time. Each parent shall receive two (2) consecutive weeks of uninterrupted parent-time during the summer break, pursuant to Utah Code 81-9-305(5).

a. In odd-numbered years, Ambyr shall make her designation for extended parent-time at any time at least 30 days before the day on which the designated two-week period begins. Darren shall make his designation after May 1st.

b. In even-numbered years, Darren shall make his designation for extended parent-time at any time at least 30 days before the day on which the designated two-week period begins. Ambyr shall make her designation after May 1st.

c. The two (2) consecutive weeks take precedence over all holidays except for Mother's Day and Father's Day.

15. Holidays. The children shall spend holidays, birthdays of family members, vacations and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code 81-9-302, with Mother acting as the custodial parent and Father acting as the non-custodial parent, as set forth herein.

Holiday	***Holiday Time Period***	***Odd Years***	***Even Years***
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Father	Mother

Holiday	*Holiday Time Period*	*Odd Years*	*Even Years*
President's Day	(1) Holiday begins: (a) at the time that school is dismissed for President's Day; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Spring Break	(1) Holiday begins at (a) the time that school is dismissed for Spring Break; or, (b) 5:30 p.m. on the day that school dismisses for Spring Break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or, (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Mother	Father
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother	Mother
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father	Father

Holiday	*Holiday Time Period*	*Odd Years*	*Even Years*
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Mother	Father
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Mother	Father
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or, (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Father	Mother
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for Fall Break; or, (b) 5:30 p.m. on the day school is dismissed for Fall Break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother

Holiday	*Holiday Time Period*	*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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Mother	Father
Thanksgiving	(1) Holiday begins at: (a) the time school is dismissed for Thanksgiving; or, (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or, (b) 5:30 p.m. 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 8:30 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother

16. Special Consideration. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family

reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

Pick-Up / Transportation

17. Unless otherwise agreed in writing by the parties, the parent ending their parent-time shall be responsible for delivering the child to school at the conclusion of their parent-time, or to the other parent if school is not in session.

18. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.

Communication

19. The parents shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a child is participating or being honored, and both parents shall be entitled to attend and participate fully.

20. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and each parent shall be notified immediately by the other parent in the event of a medical emergency.

21. Each parent shall provide the other with a current address and telephone number email address, and other virtual parent-time access information within 24 hours of any change.

22. During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications with the children in the form of mail privileges and virtual parent-time if the equipment is reasonably available. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the children, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

23. Virtual parent-time means parent-time facilitated by tools such as telephone, email, instant messaging, video conferencing, and other wired or wireless technologies over the Internet or other communication media to supplement in-person visits between a parent and a child. Virtual parent time is designed to supplement, not replace, in-person parent-time.

Travel Provisions

24. For emergency purposes, whenever the children travel(s) 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 children or traveling parent can be reached; and

d. the name and telephone number of an available third person who would be knowledgeable of the children's location.

25. International Travel. Parents may travel with the children internationally with the written consent of the other parent or with a court order. The following shall apply to all international travel:

a. Whichever parent traveled most recently with the children shall be responsible to hold and safeguard the children's passports and to deliver them to the other party when needed for international travel.

b. A request for consent to allow international travel, projected itinerary, and contact information shall be given to the non-traveling parent at least 90 days prior to the departure date, unless such notice is impossible, in which case notice shall be given as soon as the projected departure date is known.

Child Care

26. Parental care shall be presumed to be better care for the children than surrogate care and the court shall encourage the parties to cooperate in allowing the available parent, if willing and able to transport the children, to provide the childcare.

a. Ambyr shall have the first option to provide after-school care for the children until approximately 6:00 p.m. when Darren finishes work and picks up the children.

b. If Ambyr is working on the weekends when the children are in her care, Darren shall have first option to provide care for the children during her working hours.

27. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge.

28. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

29. Surrogate care provided by family members shall be presumed free of charge and not eligible for reimbursement from the other parent.

Miscellaneous

30. Miscellaneous Children's Expenses.

a. ***School Expenses.*** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, school lunches, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

b. ***Extracurricular Activities.*** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be

involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

c. ***Automobile Insurance.*** Each party is ordered to pay one-half of the children's automobile insurance expense(s) for the parties' minor children.

31. **RELOCATION.** For purposes of this section, "relocation" means moving 150 miles or more from the residence of the other parent. Pursuant to Utah Code §81-9-209, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming the following:

a. Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

b. The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to review the notice of relocation and parent-time schedule and make appropriate orders regarding the parent-time and costs for parent-time transportation.

c. In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a parent is in the best interest of the children, consider any other factors that the court considers relevant to the determination. If the court determines that relocation is not in the best interest of the children, and the parent relocates, the court may order a change of custody.

d. If the court finds that the relocation is in the best interest of the children, the court shall determine the parent-time schedule and allocate the transportation costs that will be incurred for the children to visit the other parent. In making its determination, court shall consider:

i. the reason for the parent's relocation;

ii. the additional costs or difficulty to both parents in exercising parent-time;

iii. the economic resources of both parents;

iv. factors articulated in all of §81-9-209 of the Utah Code; and

v. other factors the court considers necessary and relevant.

e. Unless otherwise ordered by the court the relocating party shall be responsible for all the child's travel expenses except for 1/2 of the children's travel expenses relating to extended parent-time in the summer, provided the noncustodial parent is current on all support obligations. If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent shall be responsible for all of the children's travel expenses, unless the court rules otherwise.

Reimbursement by either responsible party to the other for the children's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

f. Any action under this section may be set for an expedited hearing.

g. A parent who fails to comply with the notice of relocation in subparagraph (A) may be found in contempt of the court's order.

h. If the relocation is international, the relocating party shall be solely responsible for all travel expenses for the minor children.

32. **MUTUAL RESPECT.** Both parents shall observe and promote mutual respect for each other as co-parents.

a. Neither parent shall maliciously insult or denigrate the other or the important friends and family in each other's lives either through social media potentially available to the children, or to third parties within the hearing of the children.

b. Neither parent shall knowingly allow others to insult or denigrate the other within hearing of the children.

c. Each parent shall strive at all times to be kind, courteous, and respectful in all communications with each other, and to encourage the children to love and accept the other parent.

d. Neither parent shall threaten or harass the other at any time or under any circumstance.

e. Neither parent shall question or interview the children to get information about the other parent, but shall allow the children to freely share information as they choose.

f. Neither parent shall discuss custody or this divorce action with the children in any way or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

33. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

34. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

35. This parenting plan is filed by the parties in good faith and the parties believe the plan is in the best interest of the parties' children.

36. The parties understand that pursuant to Utah Code Ann. §81-9-205 and §35A-3-1 *et seq.* selecting a joint physical custody arrangement may result in denial of state cash assistance for either party and the parties' children through the TANF/FEP program.

End of Parenting Plan

CHILD SUPPORT PROVISIONS

37. **MOTHER'S INCOME.** Pursuant to Utah Code §81-6-203, Mother's total countable gross income for child support purposes is approximately $2,500.00 per month. Mother receives the following gross monthly income from all sources:

a. Mother is self-employed and grosses approximately $2,500.00 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Mother's place of employment has

been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

38. **FATHER'S INCOME.** Pursuant to Utah Code §81-6-203, Father's total countable gross income for child support purposes is approximately $7,833.00 per month. Father receives the following gross monthly income from all sources:

a. Father is employed and grosses $7,833.00 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Father's place of employment has been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

39. **CHILD SUPPORT.** Pursuant to Utah Code §81-6-204 *et seq.* it is reasonable and proper that Father be ordered to pay to Mother as and for child support:

a. While there are 3 minor children, a sum of not less than $660 per month as base support for the children of the parties. This amount exceeds the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §78A-6-801 *et seq.*

b. Child support payments shall begin the month immediately following the entry of the order for child support. Unless otherwise agreed by the parties, the monthly child support shall be paid in full on or before the 1st day of each month, unless the

custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 1st day of the month is delinquent on the 6th day of the month.

c. Child support shall be paid directly between the parties as the parties agree by automatic bank transfer or other electronic funds transfer. If the parties are unable to agree, child support shall be paid by mandatory income withholding relief pursuant to Utah Code Ann. §62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Father.

d. The issue of child support arrearages may be determined by further judicial or administrative process.

e. Each of the parties is ordered to notify the other within ten (10) days of any substantial change in monthly income.

f. Under Utah Code §81-6-212(5), the parties have a right to adjust the child support order herein by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if the children receive(s) TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

g. Under Utah Code §81-6-212(3), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

40. **MEDICAL / DENTAL INSURANCE.** Pursuant to Utah Code §81-6-208, it is reasonable and proper that:

a. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical and dental expenses of the minor children. The parties may agree in writing that only one of the parties need maintain such insurance. At this time, Darren is providing insurance for the children and shall continue to do so unless otherwise agreed in writing by the parties.

b. In lieu of a substantial alimony payment, Darren will be solely responsible for the health insurance premiums for the minor children each year. If the insurance premiums increase significantly (more than an expected modest annual increase), either party may request modification of this provision.

c. Both parties shall pay one-half (1/2) of all reasonable and necessary uninsured and unreimbursed medical, dental, etc. expenses, including deductibles, co-payments, etc. incurred for the dependent children and actually paid by a party.

d. The parent who incurs medical etc. expenses shall provide written verification of the cost and payment of medical expenses, etc. to the other parent within thirty (30) days of payment.

e. A parent incurring medical etc. 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 the Subparagraph above.

f. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental

insurance plan of Darren shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Ambyr shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are 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 children.

g. Pursuant to Utah Code §81-6-208(10), a parent ordered to maintain insurance shall provide verification of coverage to the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §§ 601 *et seq.*, upon the initial enrollment of the dependent children, and annually thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §§ 601 *et seq.*, of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he/she first knew or should have known of the change.

41. **CHILD CARE COSTS.** Work-related childcare expenses shall be equally shared, pursuant to Utah Code Utah Code §81-6-209.

42. **TAXES.** Pursuant to Utah Code §81-6-210, the parties shall share the child tax credits for the minor children as follows:

a. For even-numbered tax years, beginning with the 2026 tax year, Ambyr shall be entitled to the child tax credits for the two (2) oldest minor children,

William Elliot Lindsay and Ethan Tyne Lindsay and Darren shall be entitled to the child tax credits for the one (1) youngest minor child, Emilia Bryce Lindsay.

b. For odd-numbered tax years, beginning with the 2027 tax year, Darren shall be entitled to the child tax credits for the two (2) oldest minor children, William Elliot Lindsay and Ethan Tyne Lindsay and Ambyr shall be entitled to the child tax credits for the one (1) youngest minor child, Emilia Bryce Lindsay.

c. Darren must be current on all support obligations by December 31st of the applicable tax year to claim the child tax credits awarded to him.

d. Each parent shall execute and deliver any documents necessary to allow the other to claim the child tax credits awarded to them, including but not limited to IRS Form 8332, by January 31st of each tax year.

43. **NO PUBLIC ASSISTANCE.** Neither Mother nor Father has received or is receiving public assistance from the State of Utah.

ASSET, PROPERTY AND DEBT DIVISION

44. **PERSONAL / MARITAL PROPERTY.** During the course of the marriage, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The parties' personal and marital property, belongings and effects shall be divided as follows:

Item Description:	*Awarded to:*
Food Storage	Darren

Item Description:	*Awarded to:*
2018 Mitsubishi Outlander	Ambyr

a. Exchange of the above items shall take place within 30 days of the signing of this Stipulated Verified Petition for Divorce.

b. Except as set forth herein, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control.

c. Both parties shall sign whatever documents are necessary to transfer title of the 2018 Mitsubishi Outlander to Ambyr within thirty (30) days of signing of this Stipulated Verified Petition for Divorce.

45. **PERSONAL / MARITAL DEBTS.** The parties have previously paid all of their marital debts.

a. Neither party will incur any additional liability on joint credit cards.

b. Except as set forth herein, each party is ordered to pay the debts they have incurred in their own names and/or for their own benefit during the marriage and since the date of the parties' separation, September 17, 2022, holding the other party harmless therefrom.

c. Each party agrees to assume, resolve, and timely pay their respective debts and hold the other harmless from any legal or financial liability arising from those sole accounts.

46. **CHECKING AND SAVINGS ACCOUNTS.** Each party is awarded the money in their own separate checking and savings accounts. Any joint bank accounts shall be closed within fourteen (14) days of the entry of the Divorce Decree herein.

47. **NOTICE TO CREDITORS.** The parties shall notify their creditors in writing as to which party shall be responsible for payment of each of the various debts of the parties pursuant to the decree herein; they may do so by providing a copy of the decree to the creditor. The parties shall notify each creditor of both parties' current separate addresses. Said creditors shall, after such notice, provide both parties individually notices, statements, etc. regarding the debt as required by Utah Code Ann. §15-4-6.5 (1953 as amended)(that statute also imposes some restrictions on creditors' ability to make negative credit reports with respective to a debtor not ordered to pay a joint obligation).

48. **REAL ESTATE.**

a. The parties have already sold their previous marital home. The equity has already been divided and is reflected in the asset division herein.

b. Ambyr is awarded all interest in her home purchased jointly with her parents after the parties' separation, located at 12972 S. Brook Haven Cove, Draper, Utah 84020, free and clear from any claim by Darren, subject to the indebtedness thereon, and holding Darren harmless therefrom.

49. **BUSINESS INTERESTS.**

a. Ambyr is awarded all right, title, and interest in any business venture, enterprise, software application, digital product, invention, brand, intellectual property, creative work, or related project conceived, developed, owned, or controlled by Ambyr,

including without limitation the venture currently known as Methodical. This award shall include any present or future name, renaming, rebranding, successor, derivative work, continuation, adaptation, expansion, related venture, related entity, subsidiary, affiliate, holding company, licensing arrangement, ownership interest, revenue, profit, royalty, distribution, appreciation, goodwill, investment proceeds, sale proceeds, or other value arising from or associated with any such venture, enterprise, intellectual-property interest, or related project. Darren permanently waives and disclaims any present or future marital-property, ownership, reimbursement, valuation, appreciation, profit-sharing, management, control, equitable, or other property claim relating to any such venture, enterprise, intellectual property, creative work, or related project belonging to Ambyr.

b. Darren is awarded all right, title, and interest in any business venture, enterprise, software application, digital product, invention, brand, intellectual property, creative work, or related project conceived, developed, owned, or controlled by Darren, including without limitation the venture currently known as Giants in Zion. This award shall include any present or future name, renaming, rebranding, successor, derivative work, continuation, adaptation, expansion, related venture, related entity, subsidiary, affiliate, holding company, licensing arrangement, ownership interest, revenue, profit, royalty, distribution, appreciation, goodwill, investment proceeds, sale proceeds, or other value arising from or associated with any such venture, enterprise, intellectual-property interest, or related project. Ambyr permanently waives and disclaims any present or future marital-property, ownership, reimbursement, valuation, appreciation, profit-sharing, management, control, equitable, or other property claim relating to any such

venture, enterprise, intellectual property, creative work, or related project belonging to Darren.

50. **RETIREMENT.** Each party is awarded any retirement, pension, 401 (k), profit sharing, etc., accounts in their respective names free and clear from any claim by the other party. Each party waives all current and future right, title, interest, and survivor benefits in the other party's retirement plan.

51. **PROPERTY SETTLEMENT.** Darren is ordered to pay Ambyr the sum of $25,000 upon entry of the Decree herein, or within thirty (30) days of signing of the Stipulated Verified Petition for Divorce, whichever occurs first.

52. **ALIMONY.** Darren is ordered to pay alimony to Ambyr in the amount of $80.00 per month for a period of 8 years (96 months). Payments shall be made directly between the parties, unless child support is being paid with universal withholding through Office of Recovery Services. If Office of Recovery Services is being used for child support purposes, alimony payments shall also be paid through universal withholding with Office of Recovery Services. Both parties expressly waive and release any and all right or claim to seek future spousal support or any modification of alimony, regardless of any future changes in income, employment, financial circumstance, or health.

MISCELLANEOUS PROVISIONS

53. **NAME RESTORATION.** Prior to the marriage the name of the wife was AMBYR TALBOT and she desires said name to be restored to her.

54. **ATTORNEY FEES / COSTS.** Each party shall be responsible for and pay their own attorney's fees and costs incurred in this action.

55. **RULE 70.** Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree to be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the divorce decree, the other party may bring an Order to Show Cause and request that the Court appoint the Clerk of this Court to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party. Attorney fees and court costs may be awarded against the non-compliant party.

DATED this 12th day of October, 2026.

BY THE COURT:

JUDGE

Signature of Judge may also be located on the top of first page

Approved as to form and content:

DARREN LINDSAY
Respondent *pro se*

9/11/2026
DATE