

The Order of the Court is stated below:

Dated: July 18, 2022
11:16:01 AM

/s/ WILLIAM K KENDALL
District Court Judge



MARTIN N. OLSEN
Utah State Bar No. 6015
OLSEN & OLSEN LAW, L.L.C.
Attorneys for Respondent
8142 South State Street
Second Floor
Midvale, Utah 84047
Telephone: (801) 255-7176
Facsimile: (801) 255-8067
Email: liz@olsenfamilylaw.net

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

<p>COURTNEY ARRENDALE TERRY, Petitioner, vs. CHRISTOPHER THOMAS TERRY, Respondent.</p>	<p>DECREE OF DIVORCE Civil No. 214906759 DA Honorable William Kendall Commissioner Michelle C. Tack</p>
--	--

The above-entitled matter having come before the Court; Respondent having heretofore filed his Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the 20th day of June, 2022; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Martin N. Olsen, attorney for Respondent, and good cause appearing therefor,

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

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between Petitioner, COURTNEY ARRENDALE TERRY, and Respondent, CHRISTOPHER THOMAS TERRY, be and the same are hereby dissolved.

2. Children, Custody, and Parent Time. That Petitioner and Respondent have one (1) minor child born as issue of the marriage, to-wit: S.G.T. born May 2014.

3. That Petitioner and Respondent shall be awarded the joint legal and physical custody of the minor child pursuant to the Joint Parenting Plan filed contemporaneously herewith.

4. Final Decision Making. That neither Petitioner or Respondent shall have final say. The parties shall keep S.G.T. in Waterford (In the event Respondent cannot afford Waterford, he shall provide notice to Petitioner, and mediation shall not be necessary) and maintain her current healthcare professionals and defer to the professionals and treatment providers related to the medical decision making. Further, the parties shall be supportive of any therapy and/or psychological care that is in the best interest of S.G.T. In the event that it is necessary, the parties shall consult with each other regarding selection of a therapist, if not previously recommended by the medical treatment professionals. Should the parties disagree regarding health, education or the child's overall welfare, they shall attend mediation prior to seeking remedy through the Courts.

5. That Petitioner and Respondent shall be awarded parent-time with the minor child as the parties may agree, or pursuant to a 2/2/5 parent-time schedule in the event they cannot

agree upon a parent-time schedule, with Petitioner exercising Mondays and Tuesdays, Respondent exercising Wednesday and Thursdays, and the parties alternating weekends.

6. That Petitioner and Respondent shall be restrained from making disparaging or demeaning remarks about the other party in the presence of the minor child, and to whatever extent possible, preclude third parties from doing so.

7. Relocation. That to enable the parties to exercise a joint custody and equal parent-time arrangement, neither party shall move 25 miles from their current residence. Should a party move more than 25 miles from their current residence, the parties shall schedule mediation to address that party's parent-time moving forward.

8. Child Support & Alimony. That commencing June 1, 2022, Petitioner shall be awarded combined child support and alimony from Respondent in the amount of \$4,250.00 per month, with child support award of \$441.00 and alimony of \$3,809.00.

9. That Respondent shall guarantee and maintain payment of the combined support award of \$3,500.00 per month and shall make up any difference in payments within twelve (12) months.

10. That Petitioner shall be awarded said child support until the minor child reaches the age of eighteen (18) years and graduates from high school with her normal and expected graduating class.

11. The alimony payments shall terminate upon the first of the following contingencies to occur:

a. Petitioner's remarriage;

- b. Petitioner's cohabitation;
- c. Petitioner's death;
- d. Respondent's death; or
- e. A period not to exceed ten (10) years.

12. Private School Tuition. That Petitioner and Respondent shall equally split the costs for private school tuition for the years 2022/2023. Commencing with the 2023/2024 school year, Respondent shall be responsible for all of the costs of tuition so long as he can afford it as determined by Respondent.

13. Extracurricular Activity Expenses. That Petitioner and Respondent shall pay one-half of all extracurricular activities of the minor child. However, said extracurricular activity must be agreed to, in writing, by the parties prior to the child 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 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 shall participate in an extracurricular activity.

14. Medical Insurance. That Petitioner and Respondent are ordered to provide and maintain medical and dental insurance for the benefit of the minor children as long as a policy is available to them at their place of employment, at a reasonable cost.

15. The parties shall share equally the out of pocket costs of the premium actually paid by a party for the child's portion of such insurance. The child's portion of the premium is a

per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case set forth in Utah Code Ann. 78B-12-212.

16. That if at any point in time a dependent child is covered by the insurance plans of both parents, the insurance plan of Respondent shall be primary coverage for the dependent child and the insurance plan of Petitioner shall be secondary coverage for the dependent child. If a parent remarries and the dependent child is not covered by that parent's insurance plan but is covered by a step-parent's plan, the 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.

17. 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 and thereafter on or before January 2nd of each calendar year, as set forth in Utah Code Ann. 78B-12-212.

18. 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. 78B-12-212.

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

20. 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. 78B-12-212.

21. 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. 78B-12-212.

22. 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.

23. 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. 78B-12-212.

24. Real Property. That during the course of the marriage, Petitioner and Respondent acquired a home and real property located at 3060 East Millcreek Dell Lane, Millcreek, Utah 84109, as part of which Respondent used premarital funds toward the down payment. The home and real property shall be awarded to Respondent, free and clear from any claim by Petitioner, subject to the debt thereon, and subject to the payment from Respondent to Petitioner as set forth below.

25. That during the course of the marriage, Respondent acquired a home and real

property located at 3070 E. Millcreek Dell Lane, Millcreek, UT 84109, which shall be awarded to him, free and clear from any claim by Petitioner, subject to the debt thereon, and subject to the payment from Respondent to Petitioner as set forth below.

26. That during the course of the marriage, Respondent acquired a 25% interest in a commercial building through TFTC 3369, LLC located at 3369 South Highland Drive, Millcreek, Utah 84109, which interest shall be awarded to Respondent, free and clear from any claim by Petitioner as set forth below, and subject to the payment from Respondent to Petitioner as set forth below.

27. Personal Property. That during the course of the marriage, Petitioner and Respondent acquired personal property.

28. That Petitioner shall be awarded the following personal property, free and clear of any claim by Respondent:

- a. 2010 Cadillac CTS;
- b. The furniture, furnishings and fixtures in Petitioner's possession;
- c. Petitioner's premarital property; and
- d. Petitioner's personal belongings.

29. That Respondent shall be awarded the following personal property, free and clear of any claim by Petitioner:

- a. 2008 Chevrolet Tahoe LTZ;
- b. The furniture, furnishings and fixtures in Respondent's possession;
- c. Respondent's premarital property; and

d. Respondent's personal belongings.

30. That Respondent and Petitioner shall equally divide the dues for the Cottonwood Club membership. On or before September 1, 2022, the parties shall decide whether to sell the membership (at which time the parties shall equally divide the net proceeds realized therefrom) or if one party would like to purchase the membership and pay to the other party their one-half share of what the anticipated net proceeds would have been had the parties sold it. In the event the parties are unable to reach an agreement regarding the membership, they shall schedule mediation to address the same.

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

32. That Petitioner and Respondent shall divide the balances in the following accounts, with the understanding that Petitioner's one-half share of the balance of the accounts shall be reflected within the payment from Respondent to Petitioner as set forth below.

- a. Bank AF- Checking;
- b. CTT, PC Schwab Cash;
- c. Money Mkt Schwab;
- d. Schwab Bank-Checking;
- e. Schwab Bank-Savings;
- f. Schwab1-Checking;
- g. SEP- Schwab-Cash;

- h. US Bank - Checking;
- i. US Bank - Savings; and
- j. WF-Checking;

33. Gold, Silver, Bitcoin. That during the course of the marriage, Petitioner and Respondent acquired gold, silver and bitcoin.

34. That Petitioner and Respondent shall equally divide the gold, silver and their interest in bitcoin.

35. Debts and Obligations. That Respondent shall assume and pay the following indebtedness:

- a. Bank of America Visa credit cards (2);
- b. Mortgage with InterCap Lending;
- c. Partner Loan; and
- d. Respondent's individual debts and obligations.

36. That Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent 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).

37. That Petitioner shall assume and pay the following indebtedness:

- a. Wells Fargo credit card;
- b. CitiBank credit card;
- c. Discover credit card; and
- d. Petitioner's individual debts and obligations.

38. That Petitioner shall indemnify and hold Respondent harmless on all debts and obligations Petitioner 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).

39. 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.

40. 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.

41. 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.

42. That Respondent and Petitioner shall each assume and pay all debts and obligations incurred by them subsequent to the date of separation.

43. Business Interests. That prior to and during the course of the marriage, Petitioner and Respondent acquired ownership interests in the businesses known as "Audience Point" and "TFTC 3369, LLC".

44. That Respondent shall be awarded any and all ownership interest in "Audience Point", free and clear of any claim by Respondent, subject to any liabilities and obligations associated therewith, and subject to Petitioner and Respondent equally dividing the proceeds associated therewith, if any. Further, Respondent shall be awarded any and all ownership interest in "TFTC 3369, LLC" (associated with commercial building located at 3369 South Highland Drive), free and clear of any claim by Respondent, subject to any liabilities and obligations associated therewith, and subject to the payment from Respondent to Petitioner as set forth below.

45. Payment related to Division of Assets & Liabilities. Based on the forgoing awards, Respondent shall pay to Petitioner the sum of \$461,268.00 to equalize the parties' award of certain assets less any liabilities. Upon entry of this Decree, Respondent shall pay an initial \$100,000.00 plus the gold and bitcoin to ensure Petitioner sufficient time to procure a home. Respondent shall pay the remaining \$361,268.00 to Petitioner within four (4) years in equal annual installments (\$90,317.00 per year), at a five percent (5%) simple interest rate, on or before June 1st of each year.

46. Tax Credits. That commencing with the tax year 2022, Petitioner and Respondent shall be awarded the Federal and State tax credits applicable to the minor child, with Respondent claiming the minor child during even years and Petitioner claiming the minor child during odd years.

47. Maiden Name. That Petitioner shall be restored to her maiden name upon entry of this Decree of Divorce, if she so desires.

48. Attorney Fees. That Petitioner and Respondent shall be responsible for their own attorney fees and costs incurred herein.

49. 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 this Decree of Divorce entered by the Court, including but not limited to titles and deeds.

50. Default. That in the event either party fails to comply with any of the terms and conditions set forth in this 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 this Decree of Divorce.

51. Notice to Creditors.

- a. Pursuant to Utah Code Ann. 15-4-6.5, 30-2-5 and 30-3-5(1)(c), as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.
- b. Therefore, the party not obligated to pay a joint obligation shall:
 - i. Send a copy of this 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, 30-2-5 and 30-3-5(1)(c), as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. 30-3-5, 30-4-3, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.
- b. Therefore, each party 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 that share of the medical and dental expenses required to be

paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Utah Code Ann. 70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce 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/ Kara L. Barton

Signed by Martin N. Olsen

with permission of KARA L. BARTON, *Attorney for Petitioner* (via email: 07/13/2022)

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Respondent shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of July, 2022, I emailed a true and correct copy of the foregoing **DECREE OF DIVORCE**, to the following:

Kara L. Barton
Attorney for Petitioner
kara@bartonwood.com

/s/ Liz Crawford
LIZ CRAWFORD