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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Marriage of: SHILOH LYNN ANDREASEN , Petitioner, and CHRISTOPHER JAY ANDREASEN , Respondent.	<u>DECREE OF DIVORCE</u> Case No. 224901563 Judge: Cristina Ortega Commissioner: Catherine Conklin
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Petitioner, **SHILOH LYNN ANDREASEN** (hereinafter referred to as “Shiloh”), by and through her counsel of record, Danielle Edmonds of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DIVORCE

1. The parties shall be granted a Decree of Divorce final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences the same to become final upon entry by the clerk of the court.

CUSTODY

2. The parties share one child together, to wit, A.E.A. (born October 2007).

3. The parties shall be awarded joint physical custody of A.E.A. and shall abide by the parent-time provisions outlined in this Decree.

4. The parties shall be awarded joint legal custody of A.E.A., sharing in all major decisions concerning their child's health, education, religious upbringing, and general welfare, subject the following decision-making procedure:

- a. The parties shall be permitted to make the day-to-day decisions for the minor child while the child is in their care;
- b. If a dispute arises regarding the child's health, education, or religious upbringing, the parties shall initially identify the issue and attempt to reach a resolution amongst themselves;
- c. If the parties cannot reach an agreement, they shall consult with the appropriate professional if applicable (i.e., doctor, dentist, counselor, etc.);
- d. If the parties still cannot agree after receiving a professional recommendation, neither party will have the final say, and the parties shall mediate the dispute with each party paying one-half of the mediation costs before bringing the dispute before the court for review; and
- e. The parties shall use the most sensible resolution that considers the needs and interest of everyone involved, particularly the child, in an attempt to reach a "win-win" solution.

5. In the event there is an emergency regarding the child and a decision to be made, the party whose care the child is in shall immediately notify the other party of the emergency and

situation. The parties agree that in the event of an emergency, such as a medical emergency, the parties shall follow the recommendation of the treating physician and/or appropriate professional.

PARENT-TIME

6. The parties shall have parent-time as they can agree. If they cannot agree, then the parties shall be entitled to an equal time-sharing schedule to be determined by the parties based on the child's preference, schedule, schooling, etc. Additionally, the parties recognize that their daughter is fifteen years old, and they should take into consideration her wishes, desires, etc., as it relates to parent-time and an ongoing schedule.

7. The parties shall facilitate parent-time changes at the child's school, if possible. However, if school is not in session, a party's parent-time shall begin at 9:00 a.m. on the day designated for parent-time.

8. Unless agreed otherwise, the party beginning their parent-time shall be responsible for the transportation of the child. However, the parties may mutually agree otherwise to an exchange time when circumstances permit, and the parties can agree in writing. Once the child has her driver's license, she may transport herself to and from parent-time.

9. The parties shall become familiar with and follow Utah Code Annotated §§ 30-3-35 and 30-3-35.2, regarding holidays and summer parent-time. The attached holiday schedule shall govern the parties, unless they agree otherwise in writing.¹

10. The parties shall become familiar with and abide by the Right of First Refusal. If

¹ See Exhibit 1.

a party will be away from the minor child overnight during their regularly scheduled parent-time, they shall first offer the other party the right to care for the minor child while they will be away from the child prior to seeking surrogate care.

11. It is in the best interest of the parties' child that Shiloh and Christopher be granted liberal telephone contact with their child while the child is with the other party, at reasonable times and in reasonable durations, and that they be allowed to talk freely with the child without supervision or interruption. If the child desires to contact the other party, neither party shall unreasonably interfere with the child's request.

12. The parties shall be civil and respectful in all their communications. The parties shall primarily communicate via text and/or email, unless there is an emergency with the child where a phone call is warranted.

13. Each party shall be restrained from the following actions: (1) bothering, harassing, assaulting, threatening, or harming the other party; (2) excessively consuming alcohol in the presence of the minor child or permitting third parties to excessively consume alcohol while the child is under their care; (3) from consuming drugs or other illegal substances while in the presence of the minor child or permitting third parties to consume drugs while the child is under their care; (4) exposing the child to sexually explicit activities; (5) making any disparaging comments or negative comments regarding the other party to the minor child or in the presence of the minor child; and (6) discussing the above-titled case with the minor child or while in the minor child's presence.

14. The parties shall provide the other with their current address and contact information at all times. If any information should change, a party shall notify the other party within twenty-four (24) hours of the change.

15. The parties acknowledge that Shiloh anticipates relocating to Louisiana in the near future, where her family resides. Shiloh agrees to provide Christopher with at least sixty (60) days written notice of her intent to relocate. Given the age of the parties' minor child, the parties agree that they will take into consideration the child's desires, preferences, etc. as it relates to the child remaining in Utah and/or relocating with Shiloh, in order to cause the least amount of tension possible between the child and either parent. Based upon the desires of the child, the parties shall attempt to come up with an agreeable parent-time schedule based upon the relocation. If the parties cannot agree on the relocation, and after taking into consideration the wishes of the child, then either party may bring the issue to the court for review.

CHILD SUPPORT

16. Shiloh shall pay to Christopher the sum of \$102.00 per month for the maintenance and support of the parties' minor child commencing October 2022. This amount is based upon Shiloh's earning potential and VA benefits totaling \$10,355.00 and Christopher's earning potential and VA benefits totaling \$7,583.00 each month.

17. The above-mentioned calculation is based upon the parties' respective gross incomes, and on a joint custody worksheet with Shiloh having the minor child 183/182 overnights per year. The child support designated is in line with the Child Support Guidelines currently in use in the state of Utah.

18. Unless otherwise agreed upon by the parties in writing or unless child support is collected by the Office of Recovery Services, child support shall be paid one-half on or before the 5th day of each month and one-half on or before the 20th day of each month.

19. If the Department of Human Services is providing or has provided public assistance to the parties' minor child, the parties recognize that pursuant to Utah Code Annotated §§ 62A-11-101 et seq., 62A-11-301 et seq., and 78-45-9, that the Department of Human Services is entitled to recover an appropriate amount of such public assistance from the noncustodial parent and/or in the alternative, the Department of Human Services is obligated to provide child support enforcement services under 42 U.S.C. (§§) 654(6) or 657(c).

20. Child support for the parties' minor child shall continue until such time as the child reaches the age of eighteen or graduates from high school through a regular course of study, whichever occurs later, or until such time as the child is otherwise emancipated prior to the age of eighteen.

CHILDCARE EXPENSES

21. Given the age of the parties' child, they do not anticipate any childcare expenses. However, if the parties do incur any work-related childcare expenses, they shall follow the provisions of Utah Code Annotated § 78B-12-214.

HEALTH INSURANCE

22. The parties shall become familiar with and abide by the statutory provisions articulated in Utah Code Annotated § 78B-12-212, regarding insurance coverage and costs associated with the minor child.

23. Shiloh currently provides health insurance, and Christopher currently provides dental and vision insurance for the minor child. However, the parties anticipate that upon entry of this Decree, Christopher will carry health, vision, and dental insurance for the minor child.

24. The parties shall equally share the out-of-pocket costs of the premium actually paid by a party for the child's portion of insurance. Pursuant to Utah Code Annotated § 78B-12-212(5), the party who provides the insurance coverage may receive credit against the base child support award or recover the other party's share of the child's portion of the premium.

25. The parties shall equally share all reasonable and necessary uninsured medical expenses incurred for the dependent child, and actually paid by a party, including deductibles and copayments.

26. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall pay his/her one-half of the expense within thirty (30) days after receiving the above-written verification.

27. Should each party maintain insurance for the child, each party shall be responsible for paying the entire portion of the insurance premium allocated to the child associated with his/her own respective insurance policies and shall not be responsible for paying one-half of the other party's insurance premiums for the child, as described below.

28. If the child is covered by insurance plans of both parties, Shiloh's insurance shall be primary coverage for the child and Christopher's insurance shall be secondary. If a party marries and the child is not covered by that party's insurance but is covered by a stepparent's

plan, the insurance of the stepparent shall be treated as if it is the insurance of the remarried party and shall retain the same designations as the primary or secondary plan of the child.

29. Each party shall be responsible for maintaining their own health, dental, and vision insurance for themselves upon the entry of this Decree of Divorce.

MISCELLANEOUS CHILD RELATED EXPENSES

30. The parties shall share equally, one-half to each, for the enrollment, equipment, and clothing costs associated with any extracurricular activities that the parties jointly agree upon, in writing, for the minor child. If the parties cannot agree on an activity, the party desiring the child to participate in the activity shall pay for all expenses associated with that activity. Neither party shall unreasonably withhold his/her agreement to an extracurricular activity requested by the child.

31. The parties shall share equally all the child's school fees/expenses including registration, lunch, field trips, year book, etc.

32. The parties shall each be responsible for purchasing and/or maintaining clothes and other necessary items for the child at their respective homes.

REAL PROPERTY

33. During the course of the marriage, the parties acquired real property located at 3136 North 1200 West, Pleasant View, Utah 84414.

34. The parties shall sell the home and split the equity from the home as outlined in the following paragraphs. The parties shall communicate and work together to finalize the sale of

the parties' marital home. The home shall be listed for sale within sixty (60) days of signing the Stipulation and Property Settlement Agreement on file with the court.

35. The parties shall use the selling price to determine the value and equity of the home. The parties shall work together to sell the home, agreeing on the realtor, and following the realtor's advice in regard to sale price. The remaining mortgage amount as of the time of the sale and the costs of the sale (i.e., taxes, title fees, commissions, etc.) shall be subtracted from the sale price to determine the equity. Each party shall receive one-half to each (50/50) of the remaining proceeds once the necessary costs are taken out.

36. If there are any short and/or long-term capital gains associated with the sale of the home, each party shall be responsible for those liabilities on their individual taxes.

37. Until the home is sold, Christopher and A.E.A. may remain in the home. Until the home is sold, the parties shall equally share in the mortgage and utility payments each month.

PERSONAL PROPERTY

38. Shiloh and Christopher shall both be awarded any personal property items belonging to them before the marriage, gifts given to them, and/or items received by inheritance.

39. Shiloh shall be awarded the following items:

- a. The Toyota 4-Runner purchased in August 2022, along with any debts, costs, etc.;
- b. Her individual checking and saving(s) accounts titled in her name;
- c. All of her personal effects and other items that are clearly hers; and
- d. All of her premarital items.

40. Christopher shall be awarded the following items:

- a. His 2021 GMC Denali that is currently being leased, along with any debts, costs, etc.;
 - b. His individual checking and saving account(s) titled in his name;
 - c. Nio, the Pomeranian, and all of her items;
 - d. Aneo, the Pomeranian, and all of his items;
 - e. The 2002 Chevrolet Camaro that was Christopher's prior to the marriage;
 - f. The car hauler (estimated value of \$11,000.00);
 - g. All of his personal effects and other items that are clearly his; and
 - h. All of his premarital items.
41. The parties have also acquired a fifth wheel (RV) and agree to immediately sell this item and split the proceeds equally (50% to each) after all necessary sale costs are paid (i.e., taxes, fees, etc.).
42. The parties share a joint savings account through Goldenwest. Once the marital home and the fifth wheel are sold, the parties agree to close this account and split equally any remaining monies contained therein.
43. The party to whom the property is going shall be entitled to all rights, titles, equity, interest, and exclusive ownership of each piece of personal property.
44. Each party shall maintain their own cell phone and car insurance plans and shall be responsible for those costs. Christopher shall leave the minor child on his cell phone plan.
45. Any remaining personal property items not specifically articulated in this Decree shall be divided as the parties can agree. However, if there is a dispute regarding the division of

the parties' personal property, the parties shall attend mediation, if necessary, to settle any disputes prior to seeking relief from the court. The parties shall equally share the costs of mediation.

DEBTS AND OBLIGATIONS

46. During the course of the marriage, the parties incurred miscellaneous debts and obligations.

47. Each party shall be responsible for paying the debts that have been incurred in their own name and shall hold the other party harmless on such debt, unless otherwise articulated in this Decree. More specifically, Christopher shall be responsible for all credit cards and loans in his name, including his Citibank credit card. Shiloh shall be responsible for all credit cards and loans in her name, including her Mountain America and Costco credit cards.

48. Christopher shall indemnify and hold Shiloh harmless on all debts and obligations Christopher is ordered to pay, and Shiloh shall indemnify and hold Christopher harmless on all debts Shiloh is ordered to pay.

49. Pursuant to Utah Code Annotated § 30-3-5(2)(c)(ii), the parties shall notify their respective creditors or obligees, regarding the court's division of debts, obligations, or liabilities and the parties' separate, current addresses.

TAX EXEMPTIONS

50. The parties have already filed their 2021 taxes together. If this matter is still pending by December 31, 2022, the parties shall file their state and federal income taxes in the most advantageous manner.

51. Because both parties are disabled veterans, they receive a property tax credit. If any monies are received by the parties associated with this credit, the parties shall equally (50% to each) split the awarded monies.

52. The parties shall share the right to claim the child as a dependent on their taxes equally. In all even numbered years, Christopher shall claim the minor child on his state and federal income taxes. In all odd numbered years, Shiloh shall claim the minor child on her state and federal income taxes. Each party shall execute the necessary tax forms to allow the other to claim the minor child in their designated years.

RETIREMENT

53. Each party shall be entitled to their own retirement accounts, including their TSPs, pensions, etc., free and clear of any claim from the others.

ALIMONY

54. Both parties are capable of supporting themselves, and neither party is in need of nor awarded alimony.

ATTORNEY FEES

55. The parties shall split the attorney fees, filing fee, etc. associated with this matter. Christopher and Shiloh have already split the initial retainer fee equally. However, any amounts owing beyond the initial retainer fee, shall be shared equally (50% to each) amongst the parties.

MISCELLANEOUS

56. Each party shall execute and cooperate in delivering to the other, and to the court such documents as are required to implement the provisions of their Decree hereinafter to be

entered by the court within sixty (60) days of entry of the Decree, if not otherwise specifically set forth hereinabove.

57. Shiloh shall be restored to her maiden name of Shiloh Barrett, premarital name, or any other name she chooses.

58. If a dispute occurs regarding any of the terms of this Decree, the parties shall attempt to resolve such dispute amicably between themselves. If an irreconcilable dispute occurs, the parties shall, prior to filing a legal action, attempt to resolve their dispute through mediation. The parties shall share equally the cost of mediation prior to court intervention. Neither party shall delay choosing a mediator. If a party unreasonably frustrates the dispute resolution process resulting in court intervention, the court may award attorney fees and financial sanctions to the prevailing party consistent with Utah Code Annotated § 30-3-10.9(4)(e).

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

NOTICE

TO: Respondent

You will please take notice that the undersigned, Attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the judge of the above-titled court for signature, upon the expiration of seven (7) days from the date this notice is emailed to you, unless written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

Kindly govern yourself accordingly.

DATED this 5th day of October, 2022.

KRISTOPHER K. GREENWOOD, LC

/s/ Danielle Edmonds

Danielle Edmonds

Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this 5th day of October, 2022, I emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Christopher Jay Andreasen
3136 North 1200 West
Pleasant View, Utah 84414
chris_a21m@yahoo.com

/s/ McKenzie Stoker