

The Order of the Court is stated below:

Dated: March 27, 2024
02:23:45 PM

/s/ RONALD G. RUSSELL
District Court Judge



WADE TAYLOR (10144)
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Salt Lake City, Utah 84102
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Counsel for Respondent

**IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of
REBECCA CHRISTENSEN,
Petitioner,

AND

RYAN CHRISTENSEN,
Respondent.

DECREE OF DIVORCE

Case No. 214701812
Judge: Russell
Commissioner: Wilson

This matter came before the Court on Respondent's *Affidavit of Jurisdiction and Grounds for Divorce* in accordance with Rule 104 of the Utah Rules of Civil Procedure. The parties entered into a *Stipulated Settlement Agreement* resolving all outstanding issues related to the case and the stipulation has been filed with the Court. The Court has reviewed the file in this matter and has determined that the Court has jurisdiction to enter a final *Decree of Divorce*, and, that the parties meet the criteria for the grounds of irreconcilable differences. The Court having previously entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED AND DECREED

1. The parties are awarded a *Decree of Divorce* severing the marital bonds that exist between the parties.

CHILDREN

2. There are three (3) children born as issue of this marriage, one of whom remains a minor, to wit: I.R.C., date of birth March, 2009. No other children are expected.

3. The parties are awarded joint physical custody with the child pursuant to a joint physical custody arrangement. Absent mutual written agreement otherwise, the parties shall adopt the following schedule:

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Rebecca	Rebecca	Ryan	Ryan	Rebecca	Rebecca	Rebecca
Rebecca	Rebecca	Ryan	Ryan	Ryan	Ryan	Ryan

4. The receiving party is responsible for transportation of the child. The child exchange shall take place at school when school begins. If school is not in session, then at 9:00 a.m.

5. Holiday parent-time shall be pursuant to U.C.A. 30-3-35.1. Rebecca shall be designated as the non-custodial parent.

6. Each year, a parent may designate two (2) consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

7. One parent may make a designation at any time and the other parent may make a designation after May 1st.

8. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins. Rebecca shall make the earlier designation for even numbered years. Ryan shall make the earlier designation for odd numbered years. Extended parent time does not take priority over holidays.

9. The parties agree that they will share joint legal custody and will adopt the following

PARENTING PLAN:

- a. Each parent has a loving and valuable relationship with the child and shall work together cooperatively with regard to the child's physical care and financial and emotional support. The parents shall adhere to the following parenting plan provisions:
 - b. The parties shall make reasonable efforts to be effective co-parents. Each parent shall focus on the needs and interests of the child. Each parent shall give the child the opportunity to have a meaningful relationship with both parents.
 - c. The parties believe civil communication is essential for an effective parenting relationship. The parties shall take steps to adopt procedures to ensure that they communicate in a civil manner. Except for time sensitive matters and in the event of an emergency, the parties shall communicate primarily through text or email. The parties shall be civil in all communication; name calling shall never be considered civil communication.
 - d. The parties recognize the importance of the child spending quality time with both parents and shall cooperate with each other and adjust the time-sharing arrangement when changes may be appropriate due to the travel or other commitments of the parties.
 - e. The parents shall reasonably share information regarding school, social, and other areas of the child's life that could assist both parents in making the best decisions for them. If information is available through websites, email lists, etc., each party shall obtain the information directly from these sources.
 - f. Both parents shall have direct access to all school, medical, and other child-related information and shall be notified immediately by the other parent in the event of a medical emergency. Each parent shall notify the other parent if they are taking a minor

child to the doctor. Further, each parent shall permit and encourage communication by the other parent with all doctors, clinics, school nurses, counselors, and other healthcare providers regarding the health and welfare of the children. Both parents shall have reasonable access during the treatment or care of the minor child. Both parties shall provide written authority to the other party to ensure both parties have any and all access to medical, dental, counseling, physiological, and psychological information, diagnoses, and prognoses.

g. Each parent shall be allowed to fully participate in the child's activities, including church functions, athletics events, recitals, school programs, etc.

h. When traveling with the minor child, the parties shall give all information required by Utah Code § 30-3-36 including the following: 1) an itinerary of travel dates; 2) destinations; 3) places where the child or traveling parent can be reached; and, 4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

i. The parents shall mutually decide the significant decisions regarding the child, including but not limited to, the child's education, health care, and religious upbringing. The parties shall confer to make joint decisions regarding the minor child's education, day-care, medical care, dental care, orthodontics, counseling, religious upbringing, extracurricular activities, and other major parenting decisions. In discharging this obligation, the parents shall use the following decision-making procedure: 1) Identify the issues; 2) Develop possible solutions; 3) Choose the most sensible solution that considers the needs of everyone involved.

j. The parties agree that Rebecca's home is the primary residence for education purposes for the child.

k. If the parties cannot mutually agree on major decisions including but not limited to the minor child's education, day-care, medical care, dental care, orthodontics, counseling, religious upbringing, extracurricular activities, the parties shall attend mediation with a mutually agreed upon mediator with each party to pay their own mediation fees. Shall the Parties be unable to agree upon a mediator or mediation service, the Party requesting mediation will arrange for mediation through Utah Dispute Resolution. A written record shall be prepared of any agreement reached in mediation and a copy provided to each party. If the parties cannot reach a decision in mediation, the parties may present the matter for decision to the Court. No dispute may be presented to the Court in this matter without a good faith attempt by both parties to resolve the issue through mediation. If the Court finds that a party has used or frustrated the dispute resolution process without good reason, then that party shall be responsible for all attorney's fees, court costs and mediation fees.

l. The parent with whom the child is residing at the time will make day-to-day decisions regarding the care, control, and discipline of the parties' child. A parent may make emergency decisions regarding the health or safety of the child when the child is in their care.

m. Both parents shall have access to the child during school and shall have authority to check the minor child out of school. Both parties shall be listed as a point of contact

for school communications. In the event the parties cannot agree on educational decisions, the parties shall attend mediation in an effort to resolve the matter.

n. Expenditures related to cosmetic surgery, alternative medicine, orthodontia, or other non-life-threatening medical procedures not covered by a child's insurance requires the prior and mutual consent of both parents in writing, with both parents signing the written confirmation. The portions of payment for the procedures are to be negotiated as part of the consent and mutual approval prior to the procedure. The parties shall not inform a minor child of the potential of the procedures and/or have a minor child assess for any of the procedures prior to receiving the consent of the other parent. A minor child shall not receive the cosmetic, surgery, alternative medicine, orthodontia, or other non-life-threatening medical procedures not covered by the child's insurance, prior to receiving the written consent provided herein. Sanctions for violating this provision include, but are not limited to, a parent being denied reimbursement for said procedure.

o. No insured or uninsured medical or psychological treatment shall be undertaken without knowledge and consent of both parties unless in an emergency. Consent shall not be unreasonably withheld. If parties cannot agree, they shall attend mediation.

p. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule. The parties agree to cooperate to accommodate such events and to communicate about them a reasonable time in advance.

q. The parties shall have parent-time with the minor child as set forth above. The receiving parent shall pick up the minor child for their designated parent time. The non-receiving parent shall have the minor child ready for the receiving parent at the time the minor child are to be picked up.

r. Any parental duties or rights not specifically addressed in this plan will be discussed and mutually decided and agreed upon by both Parties.

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

t. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of phone, mail privileges and virtual parent-time if the equipment is reasonably available. The child is allowed to contact either parent at any time. When the child requests to speak with the other parent, each parent shall make reasonable efforts to facilitate the communication.

u. Parental care shall be presumed to be better care for the minor child than surrogate care and both parties shall be awarded the right of first refusal to provide care for the minor child when the other party would require surrogate care for overnight periods.

v. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

- w. Both parties are restrained from discussing the case in the presence of the minor child or allowing third parties to discuss the case in the presence of the minor child. Furthermore, both parties shall be restrained from making negative, disparaging or derogatory comments about the other parent to or in the presence of the minor child and shall use their best efforts to restrain third parties from making any such comments in the presence of the Minor Child.
- x. Neither party shall make social media posts about the other party or publicly disparage the other party.
- y. The parties shall create a shared calendar which the parties shall maintain and use to communicate with the other parent about events for the minor child.
- z. If one party fails to comply with a provision of this parenting plan, the other parties' obligations under the Parenting Plan are not affected.
- aa. The parties acknowledge that their daughter currently participates in gymnastics. The parties agree that they are each responsible to ensure that the child attends practice/meets/competitions on their respective parent-time and that they are responsible for getting the child to these activities.

EXTRA-CURRICULAR EXPENSES

10. The parties will share equally in the child's extra-curricular gymnastic costs. The parties will alternate responsibility for child's gymnastic meets (including meets that require travel) taking the child to every other meet. Each party will pay for the child's expenses associated with the meet that they are responsible for. Expenses shall be reasonably related to the attendance and participation in the event. Any extension of travel for leisure purposes shall be at the expense of

the party taking the child. The parties will equally divide the number of travel meets for any given year so that the travel costs for the child are shared equally. The expenses for the child's portion of the travel/meets/participation will be reconciled by the end of every meet season (approximately June) with reimbursement for expenses to take place within thirty (30) after the reconciliation takes place.

11. Shall the child participate in other extra-curricular activities; the parties will share the costs equally in any mutually agreed upon activity. Consent for any activity is not to be unreasonably withheld. Reimbursement for any activity shall take place within thirty (30) days after proof of payment of the activity is provided.

12. If possible, the parties shall try and have any costs for extracurricular activities billed to each party separately from the other.

13. The parties will share equally in the child's school fees including, but not limited to: lunches, registration costs, school activity costs, yearbook fees, classroom expenses. Reimbursement for these expenses is to take place within thirty (30) days after verification of the cost and proof of payment is provided.

CHILD SUPPORT

14. Ryan is employed at Acima and has a gross monthly income of \$31,272.00. Rebecca is employed at the school district and as a hairstylist and has an imputed gross monthly income of \$2,860.00.

15. Pursuant to U.C.A. 78B-12-202 et seq. child support shall be calculated utilizing the current incomes for the parties and a joint custody worksheet. Ryan's monthly support obligation payable to Rebecca is \$1,151.00.

16. This amount of child support is consistent with the Uniform Child Support Guidelines and payable until said 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.

INSURANCE

17. Currently Ryan is providing health insurance for the benefit of the parties' child. So long as the same is available to him and reasonable in cost, Ryan shall be ordered to continue to maintain this health insurance. In the event health insurance is or becomes available to both parties at a reasonable cost and no great advantage to the child's coverage would result from both parents maintaining health insurance, double coverage can be provided.

18. In the event of double coverage, each party shall be responsible for his or her own premium without compensation from the other parent and Ryan's plan would be primary.

19. The parties shall be ordered to equally divide the cost of the insurance premium which 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 minor children in the instant case.

20. The parties shall equally pay any uninsured routine medical and dental expenses, including routine office visits, physical examinations and immunizations. The parties shall equally divide all other reasonable and necessary uninsured medical and dental so long as the health insurance that has been provided is fully utilized and there are still amounts left unpaid.

21. The parent who incurs medical or dental expenses for the parties' minor child shall provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of incurring such expense. Shall the party fail to provide the necessary verification as required herein, that may be deemed a waiver of the right to

reimbursement. The party not directly paying for child health care expenses shall pay that parties' share of child health care expenses within 30 days of receiving written verification of the cost and payment of health care expenses.

22. The parent ordered to maintain insurance shall provide verification of coverage to the other parent or to the Office of Recover Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent children and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

23. Pursuant to Utah Code Ann. §15- 4-6.7, § 30-2-5, and § 30-3-5(1)(c), when a court order has been entered providing for the payment of medical administrative order under §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, nor may the creditor make a negative credit report under Utah Code Ann. § 70C-7-107, or report of the debtor's 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 the parent under the order.

REAL PROPERTY

24. During the marriage the parties acquired a home located at 571 West Chase Lane, Centerville, Utah. Rebecca shall be awarded the residence free and clear of any claim by Ryan.

25. The 571 West Chase Lane home is currently financed in Ryan's name. Rebecca shall refinance the home into her own name, or payoff the home, within six (6) months from the entry of the Decree of Divorce. In the event Rebecca is unable to refinance the home into her own name or misses a payment during that six (6) month time, the home will be sold and Rebecca shall be awarded all proceeds from the sale of the house. Upon refinance of the home, Ryan shall immediately execute a Quit Claim Deed signing over his interest in the residence to Rebecca.

26. During the marriage the parties acquired a home located at 15264 South Tall Woods Drive, Draper, Utah 84020. Ryan shall be awarded this residence free and clear of any claim by Rebecca.

PERSONAL PROPERTY

27. During the course of the marriage, the parties' acquired the following vehicles that will be awarded as follows:

a. 2021 Chevrolet Corvette: To Ryan free and clear of any claim by Rebecca. Ryan agrees to be responsible for the liability associated with this vehicle holding Rebecca harmless for any liability therein.

b. 2017 Toyota Tacoma: To Rebecca free and clear of any claim by Ryan. This vehicle is paid in full. Ryan agrees to give the title of this vehicle to Rebecca within thirty (30) days after entry of the Decree of Divorce.

c. Jeep Gladiator: To Ryan free and clear of any claim by Rebecca. Ryan agrees to be responsible for the liability associated with this vehicle holding Rebecca harmless for any liability therein.

d. Kia: This vehicle is driven by the parties' adult daughter, Bentley. Ryan will be awarded this vehicle free and clear of any claim by Rebecca. Ryan will assume financial responsibility for this vehicle holding Rebecca harmless for any liability therein.

e. 2014 Toyota Tacoma: This vehicle will be awarded to the parties' adult son.

f. 2006 Honda Civic: To Ryan free and clear from any claim by Rebecca.

28. During the course of their marriage the parties acquired marital furnishings and household items. Each party also brought into the marriage specific personal property and items that they each acquired before their marriage to one another.

29. The parties agree with the exception of the following, all personal property items have been divided between the parties already:

a. Paddleboard: To Rebecca

b. Piano: To Ryan. Ryan will arrange for the piano to be moved from Rebecca's home. This shall take place within thirty (30) days after entry of the Decree of Divorce.

c. Personal property of Ryan's that may be left in the marital residence: Rebecca will make best efforts to locate any personal property of Ryan's that is in her home. This property will be returned to Ryan within thirty (30) days after entry of the Decree of Divorce, unless Rebecca can locate the items sooner.

d. Digital Photos/Copy of family Photographs: The parties will cooperate with one another to share copies of photographs/digital images with one another. This shall be done within sixty (60) days from when Rebecca provides Ryan with a hard drive for Ryan to transfer the data onto. If Rebecca fails to provide a hard drive within six (6) months, she will waive her claim to copy of the photos.

e. Ryan will return to Rebecca: the diamond and ruby ring in the parties' safe; Rebecca's coins from her father; copies of the minor child's birth certificate and social security card if in his possession. These items will be returned to Rebecca within thirty (30) days after signing the Stipulation and Settlement Agreement.

30. Rebecca shall be awarded the parties' dog, Gunner.

31. The guns, silver, and Ryan's watch have been taken into consideration with offsets through each party's equity in the marital residences. Ryan will be awarded the guns, silver, and watch in his possession.

FINANCIAL ACCOUNTS

32. During the course of the marriage, the parties acquired various financial assets. The accounts are identified and shall be awarded as follows:

Account	Value	Ryan	Rebecca
Coinbase	\$452,000.00	\$452,000.00	
TD Ameritrade/Charles Schwab	\$202,210.00	\$133,309.00 (66%)	\$64,408.00 (34%)
Fidelity 401k	\$460,733.00		\$460,733.00
Empower Roth IRA	\$43,679.00		\$43,679.00
Empower Traditional IRA	\$18,225.00		\$18,225.00
JP Morgan 401(k)	\$21,335.00		\$21,335.00
RAC Stock	30,391 shares Value: \$33.67 \$1,023,264.97	\$511,632.00 (50%)	\$511,632.00 (50%)
Robinhood	\$18,578.00	\$18,578.00	
TOTAL	\$2,240,024.00/2 = \$1,120,012.00 to each party	\$1,120,012.00	\$1,120,012.00

*For all accounts above, each party shall be entitled to all gains and losses on their respective shares occurring after the divorce is entered and prior to the division of the account.

33. The parties shall file their tax return for 2023 jointly. The parties shall use the AFCU account ending in 4770 to pay any tax liability for the 2023 tax year. If there is insufficient money in the AFCU account to pay for the tax liability, the liability will be paid in the following manner: Rebecca will be responsible for 40% of the liability and Ryan will be responsible for 60% of the liability. The payment for the taxes will come from the party's respective investment accounts, unless they choose otherwise. If there is not any liability for the taxes, the remainder of the account will be awarded, in full, to Rebecca for her attorney's fees. If there is a refund from the taxes, the refund will be split equally between the parties.

34. The parties will cooperate with one another to have a Qualified Domestic Relations Order prepared to divide the investment accounts and transfer the RAC stock, etc. shall the same be necessary. The parties will utilize Rori Hendrix for the preparation of the Qualified Domestic Relations Order and share the costs of the preparation fees equally.

DEBTS

35. Each party shall be responsible for the debts in his or her own name holding the other party harmless for any liability therein.

ALIMONY

36. Rebecca has monthly financial needs and Ryan has the ability to meet her needs. Ryan shall pay alimony to Rebecca in the monthly amount of \$3,849.00 through the month of May, 2027.

37. Beginning June 1, 2027, Ryan will pay Rebecca \$2,500.00 per month in alimony for a period of six (6) years.

38. Alimony shall terminate upon Rebecca's remarriage, romantic cohabitation, or death of either party.

TAX CREDIT/TAXES

39. Rebecca shall claim the minor child for tax purposes in even numbered years. Ryan shall claim the minor child for tax purposes in odd numbered years. For any given year, Ryan must be current in his child support obligation by the end of the calendar year in order to receive the tax benefit.

LIFE INSURANCE

40. Each party may maintain any currently existing life insurance policies. Ryan will maintain a life insurance policy in the amount of \$250,000.00 identifying the minor child, I.C., as the beneficiary of said insurance policy.

MISCELLANEOUS PROVISIONS

41. Each party is responsible for his or her own attorney fees.

42. Both parties shall be restrained from speaking negatively about the other party in the presence of the child. Both parties shall be further ordered to remove the minor child from the presence of any third party who is speaking negatively about the other parent in the child's presence.

43. Each party shall be awarded their respective cell phone numbers and the parties will cooperate in porting the cell phone numbers as awarded. Each party will then be responsible for the cell phone numbers on their respective plans.

44. The parties will maintain the minor child's AFCU account and shall both have direct access to it.

45. Rebecca shall be restored to her maiden name of CHORN shall she so choose.

46. Each party shall be ordered to execute and deliver any necessary documents to transfer the title and ownership of the property of the parties pursuant to the decree entered in this matter.

47. If either party fails in the performance of any of his or her obligations under the Decree, that the aggrieved party shall have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or her, including attorney's fees being awarded for the breach.

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Approved as to Form

/s/ Sarah Giacobelli
Counsel for Petitioner
E-signed by Wade Taylor
With Permission Given
via Email on 03/19/2024

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

**TO: Sarah Giacobelli
Counsel for Petitioner**

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing *Decree of Divorce* for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated this 12th day of March, 2024

/s/ Wade Taylor

Wade Taylor
Counsel for Respondent

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served via electronic service, or if necessary, by US Mail, a true and correct copy of the foregoing *Decree of Divorce* on the 12th day of March, 2024 to the following individuals:

Sarah Giacobelli
Counsel for Petitioner

/s/ Wade Taylor