



JACLYN J. ROBERTSON (11951)
JR LAW GROUP, PLLC
244 WEST 4860 SOUTH
SALT LAKE CITY, UT 84107
PHONE: (801) 297-8545
EMAIL: jrobertson@jrlawgroup.com

Attorney – Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

**IN THE FOURTH JUDICIAL DISTRICT COURT
FOR UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

KRISTEN JOHNSON,
Petitioner,

and

CASEY DEAN JOHNSON,
Respondent.

This is a private document – Tier 4

DECREE OF DIVORCE

Case No: 264401069

Judge: Shawn R. Howell

The parties, Kristen Johnson (“Kristen”) and Casey Dean Johnson (“Casey”) entered into a stipulation which was filed with the Court. The Court, having received, reviewed, and accepted the parties’ Stipulation, having reviewed the files herein and being otherwise duly advised and for good cause, having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED, AND DECREED

1. The parties' marital relationship is hereby dissolved, absolute and final by the entry of this *Decree*.
2. Kristen and Casey are bona fide residents of Utah County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.
3. Kristen and Casey were married on December 16, 2000, in Bountiful, Utah, and are presently married.
4. During the course of the marriage, the parties experienced irreconcilable differences that prevented the parties from pursuing a viable marriage relationship.
5. The parties should be awarded a *Decree of Divorce* based upon irreconcilable differences, consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILD

6. The parties have three children born as issue of the marriage, two having reached the age of majority and one minor child remaining, to wit: TEJ, born 6-3-2010. No other children are expected.
7. The State of Utah has jurisdiction over the custody, visitation, and child support issues in this action, for the following reasons:
 - a. Utah is the home state of the minor child. The minor child has resided in Utah County, State of Utah for more than six (6) months prior to the filing of this action.
 - b. Neither party has information of any custody or parentage proceeding concerning the minor child in any other district court or juvenile court in this State or any other state.

c. There are no pending criminal, delinquency, or other protective order cases in any court in this State or any other state or country in which a party or any of the parties' child is involved.

CHILD CUSTODY & PARENT-TIME

8. The parties have shared in the custodial duties and responsibilities associated with the minor child. The parties should be awarded joint legal and physical custody of the minor child.

9. Parent-time shall be exercised as the parties may agree. The parties shall take into consideration the wishes and desires of the child. If no agreement can be reached, then parent time should be exercised under Utah Code §81-9-305 on an equal week-on-week-off basis as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Beginning at 8:00 p.m.	Kristen	Kristen	Kristen	Kristen	Kristen	Kristen
Week 2	Beginning at 8:00 p.m.	Casey	Casey	Casey	Casey	Casey	Casey

10. Transportation of the Minor Child: The parent ending parent time shall be responsible for dropping off the minor children for other parent's parent time beginning.

11. Summer-time: Kristen and Casey shall each receive up to two weeks of uninterrupted extended parent time when school is not in session, which does not include holidays.

12. The holidays shall be allocated as the parties agree. The parties shall take into consideration the wishes and desires of the minor child and also take into consideration the work schedule of both parties. If no agreement is reached, holiday parent time shall be in accordance

with statute. The priority of parent time, and in accordance with state statute, holiday's trump parent time (including extended summer parent time) and summer parent time trumps regular parent time. Kristen should be designated as the custodial parent for holiday purposes only.

13. If either party relocates as defined by Utah Code Ann. §81-9-209, then the parties are subject to the notification requirements of that statute.

14. Having considered the best interests of the minor child, this custody and parent-time arrangement is in the best interests of the minor child.

PARENTING PLAN

15. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training should be mutually agreed to by both parties. Both parents shall communicate with each other and discuss the well-being of the minor child in regard to all major decision(s) that need to be made on behalf of the minor child. In the event the parties do not mutually agree as to legal decisions regarding the minor child as to medical, educational, and/or religious decisions, the parties shall seek the advice and/or recommendation(s) from an expert in his/her specialty and/or his/her expert opinion. If after seeking the advice/opinion from an expert/specialist the parties cannot reach a stipulated decision as to major medical, educational and/or religious decisions, the parties shall return to mediation with each party paying one-half the cost of the mediation fees, before seeking court intervention. Both parties should have the authority to make routine decisions regarding the child's day-to-day activities when the child is in her or his care. Either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

16. The parties shall prepare the child, both mentally and physically, for each parent-time exchanges, and by encouraging the child to spend time with the other party.
17. Both parents shall ensure that all school assignments, homework, reading, and/or any and all time-sensitive school assignments for the child is done and completed during their parent time.
18. 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.
19. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
20. Both parents should immediately notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial parent should be entitled to attend and participate fully.
21. Both parents should have access directly to all the child's school reports, church records, medical and dental records and should be notified immediately by the other parent in the event of a medical emergency. Both parties should include the other as the child's parent when enrolling the child in a service, activity, or completing forms relating to the above subject matter.
22. Each parent should provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

23. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact should be at reasonable hours and for a reasonable duration. The minor child should be able to contact the parents at any time.

24. Emergency and sick care should be attended to by the parent who is exercising the parent time. The parent should notify the other parent within 30 minutes of scheduling so that each party may be able to attend the appointment if possible.

25. The minor child should continue to attend her current school, unless otherwise mutually agreed upon by the parties in writing. Both parties should be listed on school records. Both parties should be listed for any emails given by teachers or respective school administrators.

26. Both parents should provide notification of extended parent-time or vacation weeks with the minor child by April 1 of each year, with Kristen having first choice of extended time in odd numbered years, and Casey having first choice of extended time in even numbered years. If notification is not provided timely, the first-choice parent shall waive his/her right to select extended parent time first, allowing the other parent first choice to select extended parent time for that summer, however, shall not deem as a waiver of extended parent time.

27. When the minor child travels out-of-state with either parent overnight, all of the following should be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination, including lodging plans; and

c. Place(s) where the minor child or traveling parent can be reached; and the name and telephone number of an available third person who would be knowledgeable of the minor child's location.

28. The parties should not make disparaging remarks to one another or to their minor child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties should be mutually restrained from harassing or threatening the other party.

29. The parties will discuss all parenting concerns at any time needed and will not use a third-party and/or their child to deliver messages.

CHILD SUPPORT

30. Child support should be calculated according to Utah Code Ann. §81-6-101 *et seq.* Kristen has a gross monthly income of \$6,062.00 (\$72,741.00 yearly). Casey has a gross monthly income of \$9,373.00 (\$112,481.00 yearly). Based upon a joint custody worksheet with Kristen exercising 183 overnights and Casey exercising 182 overnights, Casey shall pay Kristen monthly child support in the amount of \$159.00/mo. commencing the month following entry of Decree of Divorce.

a. Child support should continue until the minor child reaches eighteen (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) if a child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

31. Casey should continue to maintain, or as applicable, obtain insurance for the medical insurance of the minor child with the parties equally sharing the medical insurance premium for the minor child.

- a. For the current insurance premium, the parties stipulate and agree that the minor child's monthly premium is \$60.00, which each party responsible to pay \$30.00/mo.
- b. The parties should equally share in the out-of-pocket costs for the child's medical costs and care, consistent with Utah Code.

32. The parties should share the child tax credit, or dependency exemption, (as the term is used and changes from time to time per the Internal Revenue Code "IRC") for the minor child as follows:

- a. The parties should alternate the child tax credit or dependency exemption for the minor child with Kristen claiming TEJ for tax years 2026 and 2028 and Casey claiming TEJ for tax year 2027.

33. Each party should 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 child may be involved in. The parties should pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs should 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 should 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 should be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity should not infringe on the other parent's parent-time and the enrolling parent should pay the full cost.

34. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.). The parties should pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense should 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 should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

PERSONAL PROPERTY

35. During the course of the marriage relationship, the parties have acquired items of personal property. As an equitable distribution to the marital estate as outlined below, Casey is awarded all marital personal property, free and clear of any claim by Kristen (with the exception of the kayak, one (1) paddleboard and Kristen's bike). Kristen and Casey are each awarded all of their own personal property.

VEHICLES

- 36.** The parties have the following vehicles which will be awarded as follows:
- a. 2022 Hyundai Kona is awarded to Casey, free and clear of any claim by Kristen. Casey shall be responsible for the monthly loan associated with said vehicle.
 - b. 2025 Kia Forte is awarded to Casey, free and clear of any claim by Kristen. Casey shall be responsible for the monthly loan associated with said vehicle.

- c. 2021 Mazda 3 is awarded to Kristen, free and clear of any claim by Casey. Kristen shall be responsible for the monthly loan associated with said vehicle.
- d. 2012 Kia Sorento is awarded to Kristen, free and clear of any claim by Casey.

REAL PROPERTY

37. During the course of the marriage, parties acquired real property located at 954 North Silver Wolf Road, Elk Ridge, UT 84651. Based upon the stipulation of the parties and as an equitable distribution to the marital estate, the property is awarded to Casey. The parties shall continue to reside in the same residence until the mortgage has been refinanced, assumed, and/or modified and Kristen has received her ½ equity. Until such time, the parties shall equally share all costs associated for the home and equally share the mortgage payments, utilities, taxes, insurance and all upkeep associated with said property. Once Kristen has been paid her ½ equity, she shall vacate the home within 30 days thereafter. Casey shall work with Wells Fargo to obtain a loan modification, refinance, and/or assumption, removing Kristen from the mortgage obligation. Kristen shall be removed from the loan and title within 60 days of entry of Decree of Divorce. In the event that Casey is unable to refinance, modify and/or assume the current mortgage within 60 day of entry of Decree of Divorce, the home shall be immediately listed for sale and sold by a mutually agreed-upon realtor with both parties involved in the sale of the home. Once the home has been sold, after the realtor fees, closing costs and mortgage have been satisfied, the net proceeds shall be equally divided between the parties.

38. If Casey is successful in refinancing, assuming and/or modifying the mortgage, Casey shall pay Kristen an agreed-upon equity amount of \$223,500.00. Kristen should sign any quit

claim, warranty deed or any other documents necessary to transfer title or ownership of the property in an expeditious manner as set forth above once the equity amount has been paid to her by Casey.

BANK, INVESTMENT, AND RETIREMENT ACCOUNTS

39. The parties have acquired certain financial accounts during the course of the parties' marriage.

40. These accounts should be divided as follows:

<u>Account/Asset</u>	<u>Awarded to</u>
UCCU checking account in the name of Kristen #0870	Kristen
MACU joint savings and checking accounts	Equally divide and close and/or remove Kristen as an authorized user within 30 days of entry of Decree of Divorce
Americo Index Annuity (with today's approximate value of \$33,746.00) – in Casey's name	Casey
CAL STRS (with today's approximate value of defined benefit \$31,036.00; defined benefit supplement \$21,463.00) in Casey's name	Casey
HCA (with today's approximate value of \$14,034.00) in Casey's name	Casey

401(k) (with today's approximate value of \$100,643.00) in Casey's name	\$39,814.50 awarded to Kristen with the balance awarded to Casey
401(k) (with today's approximate value of \$101,293) in Kristen's name	Kristen
IH payout (with today's approximate value of \$20,000.00) in Kristen's name	Kristen
URS pension in Casey's name	Equally divide as per Woodward formula

41. A party not awarded an asset (or account) waives any claim or right as to that asset (or account) and the party awarded the asset (or account) is awarded that asset free and clear of any claim or right as to that asset.

42. If necessary, a Qualified Domestic Relations Order (QDRO) or Domestic Relations Order (DRO) should be prepared to divide the accounts and the parties should share equally any costs associated with the fees associated with the division of these accounts (to include fees charged by the plan administrator and any fees charged by the draftsman of the QDRO or DRO). The parties agree to use Rori Hendrix to draft a QDRO or DRO if needed.

43. A party not awarded an asset (or account) waives any claim or right as to that asset (or account) and the party awarded the asset (or account) is awarded that asset free and clear of any claim or right as to that asset.

PROPERTY SETTLEMENT

44. To equalize the marital estate, Casey shall pay Kristen a lump sum property settlement amount of \$2,300.00 within 60 days of refinancing/assuming/modifying the mortgage and/or selling the marital home.

DEBTS AND OBLIGATIONS

45. The parties have accumulated certain debts and liabilities during the course of their marriage. These debts and obligations will be divided as follows:

<u>Debt/Liability</u>	<u>Responsibility of</u>
All debts in Kristen's name.	Kristen
Car loan as outlined above in paragraph 35	Kristen
All debts in Casey's name.	Casey
Car loans as outlined above in paragraph 35	Casey
All joint credit cards	Pay in full within 30 days of entry of decree of divorce and close and/or remove the other party as an authorized user

46. Unless otherwise contemplated herein, each party is obligated to assume any and all obligations and debts incurred in their own names. The parties are aware of no other joint debts (other than joint credit cards as outlined above) and each shall pay any and all separate debts in their own names as outlined above. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it.

Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

47. The above division of assets as awarded above, is taken into consideration with the property and global settlement contained herein; these are material terms.

48. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c)(1953 as amended), the parties shall 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*.

49. Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the *Decree of Divorce* to each creditor he or she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party; and
- c. 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 is not required to pay the debt.

ALIMONY

50. The parties stipulate and agree that Casey shall pay Kristen monthly alimony in the amount of \$500.00/mo. for a period of 12 years. Alimony shall commence the month following entry of Decree of

Divorce and shall terminate upon remarriage and/or cohabitation of Kristen or upon the death of either party.

RESTRAINING ORDERS

51. Both parties should be restrained from threatening, harassing, bothering, or harming the other party at their respective homes or place of employment.
52. Each party should be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account.
53. Both parties should be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.
54. The parties are restrained from dissipating, transferring or in any way disposing of marital assets or accounts in contravention of this agreement.
55. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so by the parties and not by the child.

GENERAL MEDIATION CLAUSE

56. Excepting immediate and irreparable harm, no dispute arising from or related to the *Decree of Divorce* should be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution. An emergency issue involving the minor child is not subject to this provision, with the parties able to proceed as contemplated elsewhere herein.

FULL DISCLOSURE

57. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete

disclosure may constitute perjury. If further assets are later discovered by either party that existed prior to today's date, shall be forfeited by the non-disclosing party. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

MISCELLANEOUS

58. Kristen should be restored to her maiden name of Shurtz if she so desires.
59. This document is supported by value and consideration, which the parties accept and acknowledge has occurred by executing this agreement.
60. All of the property, accounts, and assets addressed herein are divided in a fair and equitable manner.
61. All of the property, accounts, and assets addressed herein are divided in a reasonable manner.
62. The custody and parent-time arrangements herein are in the best interests of the minor child.

******Court Signature Will Appear at Top of First Page******

APPROVED AS TO FORM:

*E-signed by Jaclyn Robertson with permission of
Kristen Johnson*

/s/ Kristen Johnson *5-9-2026*
_____ Dated: _____.

KRISTEN JOHNSON
Petitioner

*E-signed by Jaclyn Robertson with permission of
Casey Dean Johnson*

_____ Dated: _____.

CASEY DEAN JOHNSON
Respondent