



BRITTANY R. BROWN #12636 of
RICHARDS & BROWN P.C.
Attorney for William Seevers
938 University Park Boulevard, Suite 140
Clearfield, Utah 84015
Telephone: (801) 773-2080
Fax: (801) 773-5078
brittany@richardsbrownlaw.com

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

In the Matter of the Marriage of: KRISTINA HOGAN, Petitioner and WILLIAM SEEVERS, Respondent.	DECREE OF DIVORCE Case 264700381 Judge DIREDA Commissioner WINKLER
--	--

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

- 1) JURISDICTION & RESIDENCEY:** Kristina and William were for more than three (3) months prior to filing this action an actual and bona fide resident of Weber County, State of Utah.
- 2)** Jurisdiction is proper in this Court pursuant to Utah Code Ann. §§81-11-201.
- 3)** Venue is proper in this Court pursuant to Utah Code Ann. §78B-3a-201 or 202.
- 4)** Kristina and William were married December 22, 2018 in Sliema, Foreign Province, Malta.
- 5)** The parties separated March 2026.

6)

7) **GROUND:** During the course of the marriage, the parties have experienced differences that cannot be reconciled that make continuation of the marriage impossible and the parties are granted a divorce on the grounds of irreconcilable differences.

8) **CUSTODY & SUPPORT:** There has been one child born as issue of the marriage to wit: A.A.S. dob 08/05/2021.

1. The parties are fit and proper to have joint legal custody of the child. The parties shall discuss all major issues with one another. If there is no agreement, the parties will look to the professional in the field (i.e. child's doctor on medical issue) and discuss again strongly favoring the professional's opinion. If there is no agreement, the parties shall mediate. Following mediation, if there is no agreement either parent may bring the issue back before the Court. William's residence shall be deemed the primary residence for school purposes. For the 2026/2027 school year the child is attending St. Josephs. Neither parent shall change the child's school or have the child unreasonably miss any school without agreement.

2. The parties shall share joint physical custody of the minor child with the following clarifications or changes based upon the location of the parents.

a. Beginning now until August 1, 2027 the parties shall follow the current schedule. This is Kristina having Monday after school or 8:00 a.m. if no school until Thursday when school begins or 3:00 p.m. William will have the child Thursday at 3:00 p.m. until Monday when school begins or 8:00 a.m. The Parties shall alternate holidays in accordance with Utah Code §81-9-302

with William having the custodial parent holidays and Kristina the non-custodial parent holidays.

b. Upon relocation or obtaining new employment but no later than August 1, 2027, the schedule shall change as follows:

i. So long as Kristina remains in Utah, the parties should continue joint physical custody but shall move to a 50/50 schedule consistent with U.C.A. §81-9-305 with Kristina having each Monday and Tuesday overnight, William each Wednesday and Thursday overnight and the parties alternating the weekends Friday to Monday, exercising the same holidays as the parties have been.

ii. If Kristina relocates, the parties will move to a schedule where William has primary custody of the child during the school year and Kristina has extended summer parent-time.

1. William shall have the child the week before the school year begins until a week after the school year ends. Kristina will have the child a week after school ends until a week before school begins each summer. The parties will equally split the cost of summer transportation.

2. The parties will follow holidays stated in U.C.A. §81-9-209 with Kristina as the relocating parent. Kristina will pay the full cost of transportation for these holidays.

3. In addition, Kristina may have one three-day weekend per month so long as it does not interfere with the child's school. Kristina shall designate the 3-day weekend she plans to exercise as soon as she is aware, but no less than 60 days in advance. If a weekend is not designated 60 days in advance, it will default to the third weekend of the month unless it is awarded time for William. Kristina will not select weekends or time for holidays awarded to William in U.C.A. §81-9-209. Kristina will pay the full cost of transportation for these weekends.

4. In addition, the parties will be flexible to allow both parents to be involved with the child's event and schooling. If there is a major event or a school performance that the other parent travels to the other's location to support the child, the parties will be flexible to allow an overnight, weekend, or additional time with the child.

c. If Kristina relocates back to Utah permanently and is within 25 miles of the child's school, the parties will exercise joint physical custody on a 50/50 parent-time schedule consistent with U.C.A. §81-9-305 as stated above without the need of further modification.

3. The parties shall incorporate the proposed parenting plan:

PARENTING PLAN

- a. The parties realize that both of them are important to the child; that the child needs their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the child.
- b. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A. §81-9-202 in giving special consideration to make the child available for funerals, weddings, or significant events.
- c. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.
- d. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the child.
- e. The parents understand that a conflict between them causes emotional trauma and pain to their child and this conflict shall be avoided.
- f. The parents understand that consistency between the households is important regarding the child's schooling, discipline, etc.
- g. Neither parent will disparage the other parent and both will work to support the relationship between parent/child.

TIME SHARING AND RESIDENTIAL PLAN

- h. The parent with the child during their parent time will ensure that the child arrive to school on time, is picked up on time and that they complete any and all assigned homework. The parents will discuss the child's homework and school activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences.
- i. While the child is with a parent, that parent shall provide him with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the child. That parent will also

ensure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order.

j. Each parent may make decisions regarding the day-to-day care and control of the child while the child is in the physical custody of that parent.

k. The parents will work to transition the child from co-sleeping to independent sleeping within the next six months.

l. If either parent is going out of town with the child, that parent shall provide to the other the address and telephone number of where the child will be prior to travel taking place.

m. The child shall be allowed reasonable telephone contact, at reasonable hours, with each parent. The parents shall encourage and help the child to stay in touch with the other parent by phone, webcam, etc.

n. If either parent leaves town with the child they will continue to allow for the other parent to have reasonable telephone contact with the child, if possible.

SHARING OF INFORMATION

o. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the child's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

p. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the child.

q. The parents will notify the other parent of illnesses the child may have when they are at the individual homes.

r. The parents will discuss any problems either one of them is experiencing with disciplining the child and they will work together to enforce similar discipline plans/goals at each home.

s. The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the child.

t. The parents agree not to place the child in the middle of their communications or conflicts that may arise, if any. They will not probe or question the child regarding the other parent, send messages to the other parent through the child disparage or degrade the other parent in the presence of the child or allow third parties to do so.

MAJOR DECISIONS AND DISPUTE RESOLUTION

u. The parents agree that all major decisions concerning the child including health, education, religion, day care and general welfare will be discussed, and that they will both have input as to what is in their child 's best interests as laid out in the legal custody paragraph.

v. The parents shall communicate by text and email. If there is ongoing conflict or a parent makes decision without input of the other parent the parties may use Our Family Wizard as the primary method of communication with each parent paying their own costs.

w. The parents shall both have access to the child's medical, education, as well as any and all records and shall not share this information with third parties outside of family nor should anyone other than Kristina and William reach out to medical or education providers for records or the like.

x. This plan shall be made an Order of the Court and shall be in effect until modified through petition and an establishment of a substantial change in circumstances. Any changes to the Plan shall be made in writing, date, and signed by both parents. Until such Order from the Court, or written change is made, or this Plan and its terms shall remain enforceable and shall govern any dispute.

*****END OF PARENT PLAN*****

4. CHILD SUPPORT: William's monthly income is \$5,000/gross per month from one full-time position.

5. Kristina's capable of earning and has historically earned monthly income in the approximate amount of \$3,120/gross per month from one full-time position.
6. Child support on a joint custody worksheet with both parents having 50/50 parent time is \$116 per month. This shall continue until Kristina relocates or shall resume upon Kristina exercising 50/50 parent-time. If Kristina relocates, child support would be \$356 per month to be paid by Kristina to William. Kristina's child support obligation shall be an offset up to the \$20,000 in consideration of Kristina's marital portion of equity in the Virginia home. This offset will apply to any child support balance owed by Kristina and will continue until the \$20,000 is exhausted.
7. Child support should continue until such time as the minor child reaches the age of majority or graduate from high school during her normal and expected year of graduation, whichever occurs later, pursuant to Utah Code Annotated §81-6-1 et. seq.
8. The parties shall split the costs of agreed upon in writing extra-curricular activities for the minor child with neither parent unreasonably withholding consent.
9. The parties shall each be responsible for the clothing for the child in their own care. William will provide uniforms for school purposes.
10. **CHILD CARE:** The child support order shall require that each parent share equally the reasonable work-related or occupational related training childcare expenses of the parents, if any. If a parent is going to obtain surrogate care outside of family, the babysitter should be CPR certified and over the age 20. The parties shall each be awarded the first right of refusal for a period of five hours. First right will not apply if the parties are exercising relocation parent-time.

11. MEDICAL: William has medical insurance coverage for the minor child and shall continue to maintain that medical insurance for the child so long as it is reasonably available. The parties shall equally split the cost of the minor child's portion of medical, dental, and vision insurance premiums. In the event Kristina obtains private medical, dental, and vision insurance for the child, the child shall be double covered with each parent paying their own premium costs and William's insurance as primary.

12. The parties shall equally split any non-covered out of pocket medical, dental, or vision expenses for the child 50/50.

13. If a parent incurs an out-of-pocket medical expense for the child, they shall provide a receipt or invoice within 30 days of receiving the bill. The other party shall pay their one-half or reimburse the other parent within 30 days.

14. Neither parent will incur expenses for the child for unnecessary medical care unless first agreed upon in writing if that parent is expecting reimbursement. The parties shall equally split the costs of orthodontic care, therapy, or other recommended care by professionals.

15. TAXES: The parties shall alternate the child tax exemptions. William shall claim the child on taxes in even numbered tax years and Kristina shall claim the child for purposes of taxes in odd numbered tax years.

16. REAL PROPERTY: The parties have real property located in Virginia that is jointly owned with William's mother. William shall be awarded the property free and clear of claims of Kristina. Kristina is awarded \$20,000 as her complete and total

share of equity in the real property. This shall be paid at the rate of \$356 per month as an offset from child support upon Kristina relocating, beginning August 2027 or William may pay it off earlier. Kristina will sign any necessary documents to effectuate the transfer of title.

17. PERSONAL PROPERTY: The parties acquired personal property during the marriage. The property has been divided and each shall take the property in their own possession free and clear of claims of the other party. Specifically, the parties shall each take the vehicle they primarily drive (along with the associated debt) and their personal items.

18. The parties shall each take their own bank accounts free and clear of claims of the other.

19. The parties shall each be awarded any inheritance or premarital assets free and clear of claims of the other party.

20. DEBTS & OBLIGATIONS: Any debt accrued during the course of the marriage shall be awarded to the party in whom the debt is listed. This is each party taking their own credit card debt, consumer debt, student loans, and medical debt without reimbursement from the other party.

21. Any debt incurred after the date of separation shall be awarded to the party incurring the debt.

22. RETIREMENT: The parties shall each be awarded their share of retirement consistent with *Woodward* and *Granger*. This is one-half of the retirement from the date of marriage to August 10, 2026. The parties shall equally split the costs of the

QDRO to divide the retirement. William will provide his retirement statements from University of Providence in Montana, Longwood University in Virginia, Montana State Billings in Montana, and Hill AFB in Utah within 30 days of entry of divorce. The parties will work together to complete the fewest QDRO's to divide the retirement with an agreed upon QDRO preparer.

23. ALIMONY: No alimony shall be awarded past, present, or future for either party.

24. MISCELLANEOUS: Neither party shall be allowed to commit, try to commit or threaten to commit any form of violence or abuse to the other party, the child or the other party's family members or relatives. This includes, but is not limited to, stalking, harassing, threatening, physically hurting, intimidation, emotional and verbal or causing any other form of abuse.

25. The Parties shall not make any disparaging comments or remarks about the other party in the presence of the minor child or to third parties in which the child may hear such information.

26. The parties have an affirmative obligation to inform third parties they are restrained from the same behavior and will remove the child from any such environment.

27. Each party will cooperate to sign any documents as needed for an annulment in the Catholic Church.

28. Each party shall pay their own attorney fees.

END OF ORDER

****THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT****

APPROVED AS TO FORM:

/s/: Jonathan Felt

Signed by Brittany R. Brown with permission of Jonathan Felt

JONATHAN FELT

Attorney for Kristina Hogan

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for William, will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this _26__ day of August 2026

/s/: Brittany R. Brown

Brittany R. Brown

Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

JONATHAN FELT

Attorney for Kristina Hogan

Dated this ____26_ day of August 2026

/s/: Kari Kulak

Kari Kulak

Paralegal