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*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 THIRD JUDICIAL DISTRICT COURT
SALT LAKE DEPARTMENT, SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

CRISTEN NICOLE DALESSANDRO,
Petitioner,

and

ADAM CARDENAS,
Respondent.

This is a private document – Tier 4

DECREE OF DIVORCE

Case No: 264904371
Judge: Richard Daynes

The parties, Cristen Nicole Dalessandro (“Cristen”) and Adam Cardenas (“Adam”) 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. Cristen and Adam are bona fide residents of Salt Lake County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.
3. Cristen and Adam were married on June 16, 2017, in Boulder, CO, 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 CHILDREN

6. The parties have two (2) minor children born of the marriage, to wit: SPC, born April 27, 2021; and CGC, born August 14, 2024. 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 children. The minor children have resided in Salt Lake 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 children 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' children are involved.

CHILD CUSTODY & PARENT-TIME

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

9. Cristen and Adam should be awarded parent-time as the parties may agree. Parent time should be exercised under Utah Code §81-9-305 on an equal 50/50 parent time.

10. Summer-time: Cristen and Adam shall work together to ensure that each are able to take the minor children when a vacation is scheduled.

11. Holiday parent time: The parties stipulate and agree to not follow the holiday parent time but shall come up with a yearly holiday parent time schedule to ensure that both parents share holiday parent time equally.

12. 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.

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

PARENTING PLAN

14. The major decisions concerning their children'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 children in regard to all major decision(s) that need to be made on behalf of the minor children. In the event the parties do not mutually agree as to legal decisions regarding the minor children 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 children's day-to-day activities when the children are 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.

15. The parties should be cordial and polite during parent-time exchanges. The parent commencing their parent-time is responsible for picking up the children from school or the other parties' home at the commencement on their parent-time.

16. The parties shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children 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 children are done and completed during their parent time.

18. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children 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 children are 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 children'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 children's parent when enrolling the children 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 children, 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 children should be able to contact the parents at any time.

24. The parties should continue to use the minor children's current medical provider, and should continue to follow the providers recommended specialists, when needed.

25. 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.

26. The minor children should continue to attend his 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.

27. When the minor children travel 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 children or traveling parent can be reached;

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

29. Each parent should have first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the

transportation. Sleepovers for the children when the parent is available and in town should not trigger the first right of refusal.

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

CHILD SUPPORT

31. Child support should be calculated according to Utah Code Ann. §81-6-101 *et seq.* Cristen has gross monthly income of \$11,652.00. Adam has gross monthly income of \$18,133.00. Based upon a joint custody worksheet, Adam shall pay Cristen child support in the amount of \$451.00.

a. Child support should begin the month immediately following the entry of the parties' *Decree of Divorce* and should be paid in full by the 20th of each month.

b. 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) child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

c. Both parties should be under mutual obligation to notify the other within ten (10) days of any change of more and/or less than 10% of their current base salary.

d. Absent a material and substantial change in circumstances, child support will be recalculated pursuant to the same custody worksheets used herein.

32. Cristen should continue to carry medical/dental insurance for the minor children through her employer. If medical insurance no longer is available, the parties shall work together to

insure the minor children through a plan that is the most efficient and economical for both parties.

a. 1Cristen and Adam should equally share the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. Currently, the children's portion of the monthly premium is \$288.00, which requires both Cristen and Adam to each be responsible for \$144.00/mo. for the children's monthly insurance premiums and shall be added to the child support obligation due and payable each month.

b. 2Cristen and Adam should equally pay for all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent minor child and actually paid by the parents.

33. 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 children as follows:

a. While there are two (2) minor children, Cristen shall be entitled to claim SPC as a child tax credit and/or dependency exemption and Adam shall be entitled to claim CGC as a child tax credit and/or dependency exemption.

b. Once there is one (1) minor child remaining, the parties shall alternate the child tax credit and/or dependency exemption with Cristen claiming CGC in odd-numbered years and Adam claiming CGC in even-numbered years.

34. 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 children 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 children'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.

35. 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.

36. As an equitable distribution to the marital estate, the parties stipulate and agree as follows:

- a. Adam shall be responsible for the entire daycare cost for CGC, holding Cristen harmless from any obligation due and owing;
- b. Cristen shall be responsible for the entire school breakfast/lunch and aftercare program for SGP, holding Adam harmless from any obligation due and owing;

- c. Adam shall be responsible for all summer camp activities for SPC (years 2027, 2028, and 2029), after which the parties shall equally divide for both SPC and CGC.

PERSONAL PROPERTY

37. During the course of the marriage relationship, the parties have acquired certain items of personal property. The parties shall equitably divide all personal property. In the event the parties cannot agree to the distribution of personal property, all personal property in dispute shall be mediated. Neither party shall remove any personal property without consent of the other party.

38. A party that is awarded an item of personal property is awarded the same free and clear of any right or claim to that item of personal property from the other party.

VEHICLES

39. The parties have the following vehicles which will be awarded as follows:

- d. Cristen will be awarded, free and clear of any claim or right of Adam, the 2017 Rav 4.
- e. Adam will be awarded, free and clear of any claim or right of Cristen, the 2024 Tesla.

REAL PROPERTY

40. During the course of the marriage, parties acquired real property including but not limited to a marital home located at 1357 South Lincoln Street, Salt Lake City, UT 84105. The home shall be awarded to Adam, subject to Cristen receiving her agreed-upon equity in the amount of \$237,000.00, which shall be paid as follows:

- a. \$75,000.00 from Adam's ½ joint mutual funds;
- b. \$75,000.00 from Adam's ½ money market;
- c. \$87,000.00 from Adam's ½ retirement accounts;

41. Adam shall refinance the marital home within 60 days of entry of Decree of Divorce.

BANK, INVESTMENT, AND RETIREMENT ACCOUNTS

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

43. These accounts should be divided as follows:

<u>Account/Asset</u>	<u>Awarded to</u>
Any joint bank accounts	Divide equally and close within 30 days of entry of Decree of Divorce.
All financial accounts in the name of Cristen	Cristen
All financial accounts in the name of Adam	Adam
Minor Children 529 accounts	Children with Cristen listed as custodial parent/account owner
Vanguard money market joint account	Previously divided. Parties shall work together to close the account within 30 days of entry of Decree of Divorce
Joint mutual fund with Vanguard	Cristen
Individual mutual fund with	Cristen

Vanguard in the name of Cristen	
401k (two accounts) with Vanguard in the name of Adam	Cristen shall be awarded \$248,000.00 with the balance awarded to Adam
Bitcoin – in the name of Adam	Adam – Premarital asset
Vanguard IRA in the name of Adam	Adam
ADP 401k	Adam
Crypto in the name of Adam	Adam
Fidelity investment account in the name of Cristen	Cristen
Empower investment account in the name of Cristen	Cristen

44. 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. If the account or asset is jointly titled or such that both parties are on said account or asset, then the party not awarded that asset or account will not use that account or asset and will cooperate to immediately remove their name and access from the account and/or asset.

45. If necessary, a Qualified Domestic Relations Order (QDRO) or Domestic Relations Order (DRO) should be prepared to divide this account 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 QRDO or DRO). Unless mutually agreed to otherwise, the parties agree to use Rori Hendrix to draft a QDRO or DRO if needed.

BUSINESS INTEREST

46. Adam will be awarded, free and clear of any claim or right by Cristen, any and all ownership interests in the following business (along with any and all assets, to include financial accounts associated with the business):

- a. Gropple LLC;
- b. Cristen waives and relinquishes all rights, title and interest, in said business;

47. 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.

DEBTS AND OBLIGATIONS

48. 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 Cristen's name.	Cristen
All debts in Adam's name.	Adam

49. 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 joint debts not

otherwise addressed herein, and each shall pay any and all separate debts in their own names. 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.

50. Each party is responsible to pay the mortgage, dues, insurance, taxes and/or any other expenses associated with the property awarded to them as detailed herein. If there are any debts or obligations associated with any awards, the party awarded the asset must assume all liability and financial responsibility associated therewith.

51. The above division for debts and liabilities is taken into consideration with the property and global settlement contained herein.

ALIMONY

52. As an equitable distribution to the marital estate, both parties waive any claim to alimony, both now and in the future.

RESTRAINING ORDERS

53. Both parties should be restrained from threatening, harassing, bothering, or harming the other party at their respective homes or future place of employment.

54. 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.

55. 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.

56. The parties are restrained from dissipating, transferring or in any way disposing of marital assets or accounts in contravention of this agreement.

GENERAL MEDIATION CLAUSE

57. 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.

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

APPROVED AS TO FORM:

E-signed by Jaclyn J. Robertson

with permission of Cristen Nicole Dalessandro

/s/ Cristen Nicole Dalessandro

9-14-26

Dated: _____.
CRISTEN NICOLE DALESSANDRO
Petitioner

APPROVED AS TO FORM:

E-signed by Jaclyn J. Robertson

With permission of Adam Cardenas

/s/ Adam Cardenas

9-14-26

Dated: _____.
ADAM CARDENAS
Respondent