

2018

**ELENA WATTS, Petitioner/Appellee, vs. BRENT CHRISTENSEN,
Respondent/Appellant. : Brief of Appellant**

Utah Court of Appeals

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Randall W. Richards; counsel for appellant.

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IN THE UTAH COURT OF APPEALS

ELENA WATTS, :
Petitioner/Appellee, :
vs. :
BRENT CHRISTENSEN, : Appellate Court No. 20180005- CA
Respondent/Appellant. : District Case No. 094901718

BRIEF OF APPELLANT

THIS APPEAL IS FROM A JUDGMENT OF RESPONDENT'S MOTION TO MODIFY THE DECREE OF DIVORCE, IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR WEBER COUNTY, STATE OF UTAH, THE HONORABLE ERNIE W. JONES PRESIDING.

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FILED
UTAH APPELLATE COURTS

JUN 08 2018

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IN THE UTAH COURT OF APPEALS

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Petitioner/Appellee, :
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 : District Court Case No. 094901718
BRENT CHRISTENSEN, :
 : Appellate Court No. 20180005-CA
Respondent/Appellant. :

BRIEF OF APPELLANT

JURISDICTION OF COURT OF APPEALS

This is an appeal of a Memorandum Decision of Judgment on Respondent's petition to modify the decree of divorce entered on November 29, 2017 by Judge Ernie W Jones in Case Number 094901718. The Amended Notice of Appeal was filed December 18, 2017. Jurisdiction of this case lies with the Court of Appeals of the State of Utah pursuant to Utah Code Ann. § 78A-4-103(2)(h). (See Memorandum Decision R.1738 attached as Addendum A)

ISSUES PRESENTED FOR REVIEW

ISSUE I

DID THE TRIAL COURT ERR IN RULING THE EVIDENCE PRODUCED AT TRIAL DID NOT ESTABLISH COHABITATION?

Standard of review: Since the basic facts are not in dispute, but some of the findings and conclusions are in dispute, this is an issue of law, which is reviewed for correctness.

“Whether cohabitation exists is a mixed question of fact and law. While we defer to the trial court's factual findings unless they are shown to be clearly erroneous, we review its ultimate conclusion for correctness.” *Myers v. Myers*, 2010 UT App 74, ¶ 10, 231 P.3d 815, 816, aff'd, 2011 UT 65, ¶ 10, 266 P.3d 806

Preservation of issue: This issue was properly preserved by the introduction of evidence of cohabitation during the evidence phase of the trial and remand trial, as well as during closing argument. The Court made a finding and conclusion of law in the Memorandum Decision. (See Memorandum Decision R. 1738, attached as Addendum A and transcript of hearing November 9, 2017 (R. 1780))

CONSTITUTIONAL PROVISIONS, STATUTES, ORDINANCES, RULES, AND REGULATIONS

Utah Code Section 30-3-5(10). Any order of the court that a party pay alimony to a former spouse terminates upon establishment by the party paying alimony that the former spouse is cohabitating with another person.

STATEMENT OF THE CASE

The original decree of divorce in this matter was entered on October 10, 2012. On January 6, 2015 the Respondent filed a petition to modify requesting that alimony be terminated, and other issues subsequently decided. That petition was served on the Petitioner on January 06, 2015 and an answer was filed on January 30, 2015. The court entered an order of alimony in the amount of \$1,200 per month, with standard terms for termination which included cohabitation. The January 6, 2015 petition requested, among other things, a reduction in alimony based upon the Respondents income and other factors. On August 1, 2015 the Petitioner moved into a home with her boyfriend William Morgan and began cohabitating.

At the trial, the court issued a ruling that although the petitioner admitted that she shared common residency with a man and that they have sexual relations, there was no evidence that they held themselves out as husband and wife, and no evidence that they shared living expenses, therefore the court found no cohabitation. That memorandum decision was appealed, and the Court of Appeals of Utah issued a decision on July 20, 2017 in which This Court issued a remand for the trial court to “rebalance the [cohabitation] factors and determine in the first instance whether the evidence shows that Elena and her boyfriend are cohabiting under section 30-3-5(10) as construed in *Myers II*. (See *Christensen v. Christensen*, 2017 UT App 120, ¶ 18, 400 P.3d 1219, 1225.)

A trial on remand was held on November 9, 2017 and the trial court issued a Memorandum Decision on November 29, 2017 ruling that the evidence did not establish cohabitation. (See Memorandum Decision, attached as Addendum A)

STATEMENT OF RELEVANT FACTS

The petition to modify came before the court for trial on October 15, 2015. Both the petitioner and respondent represented themselves in a pro se capacity, the trial transcript is therefore somewhat disjointed. The trial court participated in asking numerous questions in an attempt to clarify the testimony. The relevant facts are as follows:

1. The Petitioner (Elena) and the Respondent (Brent) were divorced on October 10, 2012.
2. The decree of divorce provided alimony in the amount of \$1200 per month¹. (See decree of divorce attached as Addendum B)
3. Elena was questioned at the October 15, 2015 trial regarding cohabitation with her boyfriend (William/Will).
4. She answered affirmatively to the question “you have already admitted that you and William share a bedroom together. Do you and Will engage in sexual relations

¹ Later reduced to \$400 per month after taking into account the retirement amount received by the Petitioner from the Respondent's School retirement.

together in that bedroom as a normal husband-and-wife would engage in sexual relationships in their bedroom?" (See Tr. pgs. 134-135, attached as Addendum C).

5. Likewise, when asked "would you say that you and Will and his daughter Kaylee and our four children are living together as a family would live in the same household, children in the home? Are you living together as a family?" The petitioner responded "yeah". (Tr. pg. 134, attached as Addendum C)
6. Evidence was admitted with regards to the Elena's financial declaration that she was paying \$900 in rent/mortgage. During the trial she claimed that she was no longer paying \$900 rent since the eviction (See Tr.pg. 125, attached as Addendum C).
7. Elena later testified "I do pay \$500 a month rent currently." (See Tr.pg. 162, attached as Addendum C).
8. She further testified "I also pay for all of the food expenses and everything in the home which is listed thereto. Home incendiaries² and things like that I do cover and pay for as well." (See Tr.pgs. 162, attached as Addendum C)
9. The case was reconvened for trial after the Court of Appeals decision for the sole purpose of determining whether the Petitioner met the definition of cohabitation as set forth under section 30-3-5(10) and case law holdings.
10. That trial occurred on November 9, 2017, at which time both the Petitioner and the Respondent testified. At that trial the following relevant facts were elicited.

² From context, it is presumed that she meant to say household incidentals or supplies.

11. Elena admitted she moved into her boyfriend's house in August 2015 and has lived there since that time. (Tr. R.1780pg. 10)
12. She admitted that they sleep in the same bed and have sexual relations. (Tr. R.1780 pg. 10).
13. The trial court asked Elena if she and Will make life decisions jointly, to which she testified "No, we've never done that." (Tr. R.1780 pg. 6)
14. On cross-examination she admitted she pays for and buys all the food for herself and her kids and Will and his kid. (Tr. R.1780 pg. 20)
15. Elena likewise admitted that she and Will had made "an agreement along with that rental agreement that I would just pay for all the food [and cleaning supplies] since I had the insurmountable amount of mouths to feed." (Tr. R.1780 pg. 21)
16. Elena admitted on cross-examination that her children call Will "step dad", and that he helps them with their homework, projects, math, and "I'm grateful he'll step in and actually help them with their school work." (Tr. R.1780 pg. 11)
17. Elena, when asked if "[Will] brings laughter, sarcasm and wit to our family?" testified "Well, combining his child and my children, yes. I mean you can take that in context anyway." (Tr. R.1780 pg. 12)
18. Elena answered the trial court query about "the amount of time that you spent together." Elena testified, "Well, we live in the same house so we're home most evenings together". She also admitted they "celebrate some holidays together." (Tr. R.1780 pg. 7)

19. The trial court then enquired if they spent vacations and holidays together, to which she answered, "We have not taken any vacations together." The court asked, "No vacations?" to which she answered "No." (Tr. R.1780 pg. 7)
20. On cross-examination Elena admitted she had gone with Will and two of her children to Zion's Park over two nights in August 2016. (Tr. R.1780 pg. 17, 19) She admitted she had gone with him to Juab Lake. (Tr. pg. 18) She stated it was only a few hours, but later admitted they stayed overnight. (Tr. R.1780 pg. 18)
21. Elena admitted to taking day trips with Will to Pocatello and Idaho Falls (Tr. R.1780 pg. 20, 46)
22. She also admitted to staying overnight with Will at a cabin her friend Andrea had rented. (Tr. R.1780 pg. 25)
23. Elena also admitted that she had not been on any overnight vacations since August 2015 with just her and her kids. (Tr. R.1780 pg. 32-33)
24. On cross-examination Elena admitted to posting Facebook posts stating Will and she were "in a relationship", that he is "the handsome man of mine", and "amazing with our kids".
25. In follow-up, she testified "Because I'm combining his and mine saying ours like he's amazing with his and he's amazing with mine." (Tr. R.1780 pg. 11-12)
26. Elena also admitted to sending out a Facebook post of a Christmas card with a picture of their combined family including Will, his daughter, Elena and her children and her daughter's husband. (Tr. R.1780 pg. 14, trial exhibit #6)

27. Elena also admitted that she had posted that she was in a relationship with Will on her Facebook status page. (Tr. R.1780 pg. 15 trial exhibit #3)

SUMMARY OF ARGUMENTS

The Respondent petitioned the court to modify alimony based upon significant changes in circumstances. During the course of the hearing on the petition the evidence established that Elena was living together with her boyfriend as a family, sharing the same bedroom and engaging in normal sexual relations. Elena acknowledged that was sharing household expenses with the boyfriend, although she claimed it was a rental agreement. She did however acknowledge that she purchased all of the food for the residents of the house, as well as purchasing and paying for all the cleaning, toilet paper, and other household items according to an agreement between Will and her. She originally denied any joint vacations with Will, but ultimately acknowledged on cross-examination to taking several overnight trips with Will and the kids, and admitted that those were the only vacations she had taken since the relationship began. Despite this evidence, the trial court ruled that cohabitation was not occurring. Both the Court of Appeals of Utah and the Supreme Court of Utah have consistently ruled that living together in a common residence, sharing expenses, making joint decisions, going on vacation together, and engaging in normal marital type sexual relations constitutes cohabitation.

ARGUMENT

ISSUE I.

THE TRIAL COURT ERRED IN RULING THE EVIDENCE PRODUCED AT TRIAL DID NOT ESTABLISH COHABITATION.

The trial court began its analysis of alimony by claiming that the respondent did not allege cohabitation in his Amended Petition filed June 24, 2015. While the Respondent did not specifically allege cohabitation, the issue was thoroughly litigated during the trial, and additionally, evidence of the cohabitation did not arise until approximately August 2015. The Respondent did request that alimony terminate in the amended petition, therefore the issue was ripe for adjudication at the bench trial. After the first appeal was decided by the Court of Appeals of the State of Utah, the case was remanded for a hearing on cohabitation. The relevant Utah statute with regards cohabitation is Utah Code Ann. §30-3-5 (10) which provides:

(10) Any order of the court that a party pay alimony to a former spouse terminates upon establishment by the party paying alimony that the former spouse is cohabitating with another person.

This Court, in its original decision on this matter, *Christensen v. Christensen*, 2017 UT App 120, ¶ 14, 400 P.3d 1219, 1224, held,

Utah courts have not delineated a list of required elements for cohabitation, but instead have identified “general hallmarks of marriage (and thus cohabitation).” *Myers II*, 2011 UT 65, ¶ 24, 266 P.3d 806. “Those hallmarks include a shared residence, an intimate relationship, and a common household involving shared expenses and shared decisions.” *Id.* Other relevant considerations include “the length and continuity of the relationship, the amount of time the couple spends together, the nature of the

activities the couple engages in, and whether the couple spends vacations and holidays together.” *Id.* ¶ 24 n.3. However, whether the couple has a reputation as being married, or hold themselves out as being married, is not a relevant consideration in determining cohabitation for purposes of section 30-3-5(10).

The Utah legislature has not defined cohabitation in the divorce statutes, and attempting to rely on definitions from other states is difficult due to the wide range of definitions both in statute and in case law. (See Modification of Spousal Support On Ground of Supported Spouse's Cohabitation 6 Am. Jur. Proof of Facts 3d 765 (Originally published in 1989)). An analysis of Utah case law definition is probably most succinctly defined above in *Christensen v. Christensen infra*. An analysis of the facts in the present case as compared to other Utah decisions would suggest that the actions and living arrangements of Elena Christiansen fall within the Utah definition of cohabitation. A review of various Utah Appellate Court decisions involving cohabitation as compared to the facts in the present case is as follows.

The Court in *Myers v. Myers*, 2011 UT 65, ¶ 24, 266 P.3d 806, 811 declined to set a list of prerequisites for cohabitation but rather stated:

We cannot delineate a list of required elements of cohabitation because there is no single prototype of marriage that all married couples conform to. What we can do is identify general hallmarks of marriage (and thus cohabitation). Those hallmarks include a shared residence, an intimate relationship, and a common household involving shared expenses and shared decisions.

The facts of the case at bar, however, are significantly different from those contained in the *Myers* decision. In the present case, it is uncontroverted that the parties

share a common residency, sleep in the same bed, and have sexual relations as a husband and wife normally have. These facts were admitted by Elena during cross examination of her testimony in both the 2015 trial as well as the November 9, 2017 trial on remand. During the 2015 trial Petitioner answered affirmatively to the question “you have already admitted that you and William share a bedroom together. Do you and Will engage in sexual relations together in that bedroom as a normal husband-and-wife with would engage in sexual relationships in their bedroom?” (See Tr.pgs. 134-135, attached as Addendum C). Likewise, when asked “would you say that you and Will and his daughter Kaylee and our four children are living together as a family would live in the same household, children in the home? Are you living together as a family?” The petitioner responded “yeah”. Furthermore, in the November 9, 2017 hearing Elena admitted she moved into her boyfriend’s house in August 2015 and has lived there since that time. (Tr. R.1780 pg. 10) She further admitted that they sleep in the same bed and have sexual relations. (Tr. R.1780 pg. 10).

With regards to the evidence concerning making joint life decisions as set forth in the *Myers* case (infra.), the trial court asked Elena if she and Will make life decisions jointly, to which she testified “No, we’ve never done that.” (Tr. R.1780 pg. 6) However, on cross-examination she admitted that she and Will had made an agreement that she would pay \$500 rent on a monthly basis, and that she would purchase and pay for all the food for she and her kids and Will and his kids. (Tr. R.1780 pg. 20). Additionally Elena testified they had agreed “I would just pay for all the food [and cleaning supplies] since I

had the insurmountable amount of mouths to feed.” (Tr. R.1780 pg. 21). These facts, admitted to by Elena, clearly established that the parties have shared expenses and make joint life decisions. The fact that the parties have an agreement in these financial issues is not unlike many married couples who have separate incomes and separate bank accounts yet divide up the expenses of a joint household. Further, as discussed below, the couple apparently agree to joint vacations, agree to help the other in child rearing duties, and don’t disapprove of the kids calling Will “step dad”. Each of those agreements would be considered joint life decisions by most couples.

The next hallmark of marriage/cohabitation delineated in *Myers* (infra. ¶ 24) include “the length and continuity of the relationship, the amount of time the couple spends together, the nature of the activities the couple engages in, and whether the couple spends vacations and holidays together.” The facts established in both trials in the case at bar would indicate a marriage/cohabitation type relationship.

While the petitioner Elena was on the stand testifying, the trial court inquired if they spent vacations and holidays together, to which she answered, “We have not taken any vacations together.” The court asked, “No vacations?” to which she answered “No.” (Tr. R.1780 pg. 7) It was only during cross examination that the truth came out that Elena had in fact taken a number vacations with Will including having gone with Will and two of her children to Zion’s Park over two nights in August 2016. (Tr. R.1780 pg. 17, 19) She also admitted she had gone with Will to Juab Lake, originally stating it was only a few hours, but later admitted they stayed overnight. (Tr. R.1780 pg. 18) Elena further

admitted to taking day trips with Will to Pocatello and Idaho Falls (Tr. R.1780 pg. 20, 46) as well as admitting to staying overnight with Will at a cabin her friend Andrea had rented. (Tr. R.1780 pg. 25) Perhaps the most telling evidence elicited on cross-examination was her testimony in which she admitted that she had not been on any overnight vacations since August 2015 alone or with just her and her kids. (Tr. R.1780 pg. 32-33)

In *Cox v. Cox*, 2012 UT App 225, ¶ 15, 285 P.3d 791, 796, this Court stated, Whether a relationship bears the hallmarks of a marriage-like cohabitation is a fact-intensive inquiry. See *Myers v. Myers*, 2011 UT 65, ¶ 24, 266 P.3d 806 (“[A] marriage-like cohabitation relationship is difficult to define with a hard-and-fast list of prerequisites.”). As a result, the legislature has provided that before alimony obligations are terminated, the payor spouse must establish that his or her contention that the recipient spouse is cohabitating is accurate.

In *Roberts v. Roberts*, 2014 UT App 211, ¶ 52, 335 P.3d 378, 393–94 the Court referred to hallmarks of cohabitation stating,

While there are no “required elements of cohabitation because there is no single prototype of marriage that all married couples conform to,” the “hallmarks” courts look for include whether the parties have “a *394 shared residence, an intimate relationship, and a common household involving shared expenses and shared decisions.” (citing *Myers v. Myers*, 2011 UT 65, ¶ 24, 266 P.3d 806.

In *Haddow v. Haddow*, 707 P.2d 669, 672 (Utah 1985) the Court analyzed the cohabitation statute, and declined to set forth a hard and fast list of criteria for cohabitation, however stated,

We therefore decide that there are two key elements to be considered in determining whether appellant was cohabiting with Mr. Hudson: common residency and sexual contact evidencing a conjugal association.

In *Haddow*, the Court reversed the trial court's finding of cohabitation based on the fact that the appellant's girlfriend had a residency of her own, and only spent time at the home while with the appellant. Furthermore, the Court found that while the parties engaged in a sexual relationship, the girlfriend did not have a key to the home and therefore this did not constitute a common residency. In the case at bar, however, it is uncontroverted that this is a common residency, and neither party has a home or apartment elsewhere, and Elena admitted that she shared a bedroom with Will and engaged in marital type of sexual relations.

In the case of *Scott v. Scott*³, 2016 UT App 31, ¶ 10, 368 P.3d 133, 137, this Court was presented with a case that is very similar to the case at bar. In that case, the wife (who was receiving alimony) had an over two-year relationship which included the relatively permanent sexual relationship, but the two maintained separate residences in the Salt Lake City area. It was only after the parties established a common residency that the trial court determined that cohabitation had existed. This Court ruled,

Cohabitation occurs when a couple establishes a common residency and engages in a “relatively permanent sexual relationship akin to that generally existing between husband and wife.” *Myers II*, 2011 UT 65, ¶¶ 16–17, 266 P.3d 806 (quoting *Haddow v. Haddow*, 707 P.2d 669, 672–73 (Utah 1985)).

The Court defined common residency as;

³ *Scott v. Scott*, 2017 UT 66 --- P.3d ----2017 WL 4210890 reversed on grounds that are not applicable the case at bar, since as of the time of the latest hearing Elena and Will were still living together. (Tr. pg. 6)

“Common residency” is “not a sojourn, nor a habit of visiting, nor even remaining with for a time; the term implies continuity.” *Id.* ¶ 16 (citation and internal quotation marks omitted). Thus, the phrase requires that the parties “[(i)] establish a ‘common abode [(ii)] that both parties consider their principal domicile [(iii)] for more than a temporary or brief period of time.’ ” *Id.* (quoting *Haddow*, 707 P.2d at 672). (*Scott v. Scott*, 2016 UT App 31, ¶ 11, 368 P.3d 133, 137)

In the present case, it is undisputed that the Petitioner and Will established “a common residency and engaged in permanent sexual relationship akin to that generally existing between husband and wife” beginning August 1, 2015 and continuing uninterrupted at least through November 9, 2017, the last date that evidence was elicited in this case.

Additional evidence was presented during the remand trial which further establishes that despite paying \$500 per month rent, this relationship was cohabitation rather than a landlord-tenant situation. Elaine engaged in conduct that would indicate a long-term marriage/cohabitation relationship rather than an occasional dating relationship. Elena admitted to posting Facebook posts stating Will and she were “in a relationship”, that he is “the handsome man of mine”, and “amazing with our kids”. She explained further about the “our kids” comment stating “Because I’m combining his and mine saying ours like he’s amazing with his and he’s amazing with mine.” (Tr. R.1780 pg. 11-12)

Elena also admitted to sending out a Facebook post of a Christmas card with a picture of their combined family including Will, his daughter, Elena and her children and her daughter’s husband. (Tr. R.1780 pg. 14, trial exhibit #6) Elena also admitted that she had posted that she was in a relationship with Will on her Facebook status page, the type

of thing that a couple in a committed relationship would likely post on a Facebook page.
(Tr. R.1780 pg. 15 trial exhibit #3)

Another hallmark of marriage/cohabitation would be the relationship between the couple and their significant other's children. Elena admitted on cross-examination that her children call Will step dad, and that he helps them with their homework, projects, math, and "I'm grateful he'll step in and actually help them with their school work." (Tr. R.1780 pg. 11) Elena, when asked if "[Will] brings laughter, sarcasm and wit to our family?" testified, "Well, combining his child and my children, yes. I mean you can take that in context anyway." (Tr. R.1780 pg. 12) It is highly unlikely that a party in a non-committed relationship would allow his significant other's child to refer to him as stepdad. Likewise, it would be unusual for a casual dating partner to invest significant time with schoolwork, and projects.

The other hallmark of marriage/cohabitation as set forth in the *Myers* decision was the amount of time they spent together and how they spent holidays and vacations. Elena answered the trial court query about "the amount of time that you spent together." Stating, "Well, we live in the same house so we're home most evenings together". She also admitted they "celebrate some holidays together." (Tr. R.1780 pg. 7)

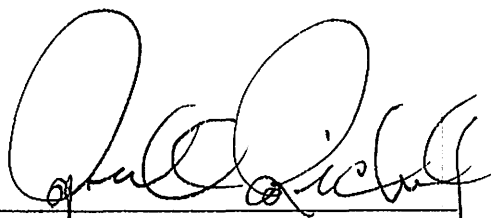
The trial court denied the Respondent Brent's request to terminate alimony based solely on some conclusory testimony by Elena that she did not share expenses, did not go on vacations together, and did not make joint life decisions together. The trial court apparently ignored her acknowledgment that she paid rent and all of the expenses for

food and everything in the home when it made a determination she did not share expenses with Will. The trial court ignored the testimony that the only vacations that Elena went on between August 1, 2015 and November 9, 2017 were with Will and several with the children accompanying them. The trial court also ignored significant evidence with regards to making joint life decisions together, such as dividing up the household expenses, deciding where and when they would go on vacation together, working together to help raise the children by helping them with homework and projects, and holding themselves out to the public on Facebook as a committed couple. If an individual could escape the termination of alimony by simply executing a rental agreement with their significant other, and simply denying that she and her significant other made joint decisions together, there would never be a termination of alimony in any case where the parties had minimal legal knowledge on avoiding cohabitation, or hired a competent attorney to help them write up those agreements.

CONCLUSION

Based upon the foregoing, the Respondent respectfully requests this Court to find Petitioner had cohabitated beginning August 1, 2015 and therefore enter an order terminating alimony in total beginning that date.

DATED this ___ Day of June, 2018



Randall W. Richards
Attorney for the Respondent/ Appellant

CERTIFICATE OF COMPLIANCE

I hereby certify that I reviewed the brief submitted in this case, and relying on the word count program of the Microsoft Word program used in preparing this brief, the total word count is 4831.



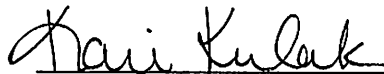
Randall W. Richards
Attorney for Respondent/Appellant

CERTIFICATE OF MAILING

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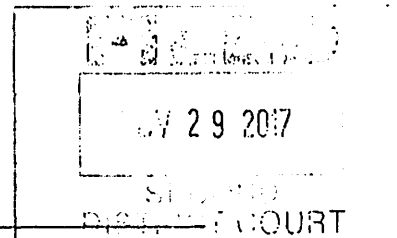
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Roy, UT 84067

DATED this 7 day of June, 2018.



Kari Kulak
Paralegal

ADDENDUM A



**IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY
OGDEN DEPARTMENT, STATE OF UTAH**

<p>ELENA KAY WATTS, Petitioner,</p> <p>vs.</p> <p>BRENT CHRISTENSEN, Respondent..</p>	<p>MEMORANDUM DECISION</p> <p>Civil No. 094901718 Judge Ernie W Jones</p>
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This matter was remanded from the Court of Appeals on August 19, 2017 to have the District Court make additional findings on the issue of cohabitation.

A hearing was held on November 9, 2017 before the Honorable Ernie W Jones. Elena Watts was present pro se. Brent Christensen was present and represented by Attorney Randy Richards.

The court having heard testimony and having reviewed the exhibits, now enters the following findings:

1. The parties were divorced in October 2012. Elena was awarded alimony in the decree of divorce.
2. In 2015, Brent filed a petition to terminate alimony claiming Elena was cohabitating.

3. A hearing was held on October 15, 2015 concerning the termination of alimony.
4. The trial court denied Brent's petition to terminate alimony. Brent appealed the findings of the trial court.
5. The Court of Appeals found that the trial court applied the wrong standard and remanded the case back for further factual findings consistent with its opinion.
6. Elena testified in the November 2017 hearing that she moved in with Will Morgan, together with her four children in August 2015, some three years after the divorce.
7. Elena testified that she was evicted from the family home by Brent after the divorce.
8. Elena said she had no place to live with her four children. She said this was not a voluntary move on her part. She said this was not her choice.
9. Brent refused to pay child support or alimony for a period of time after the divorce was final.
10. Will Morgan offered Elena and her children a place to live.
11. Elena pays rent to Will and also pays for food for herself, the children, and Will.
12. Will pays the mortgage and utilities.
13. Elena was not sure the amount of the mortgage and utility payments.

14. Elena and Will do not share expenses. Elena pays rent to live in Will's home. Elena and Will do not share assets or bank accounts. Elena did not know the amount of Will's mortgage payments or utility payments. Elena did not discuss finances with Will.
15. Elena and Will share a residence.
16. An intimate relationship exists between Elena and Will.
17. Will does not make decisions for Elena or the children. Elena makes the decisions for herself and her children.
18. Elena started the relationship in January 2015. Elena moved in with Will in August 2015. The relationship still exists today in 2017.
19. Will and Elena live together. Both are working full time. Elena is also going to school and raising four children.
20. The court has considered vacations and holiday time Elena and Will spent together.
21. In August 2015, Elena and Will took a trip to Zions Park. The trip was for two days.
22. Elena and Will spent the day and one night at Juab Lake. The lake is about a two hour drive from Ogden.
23. In September 2015, Elena and Will spent one day at a cabin in Sundance.
24. In June 2017, Elena and Will went to Idaho Falls to visit family. This was a day trip. No overnight stay.

25. In August 2017, Elena and Will went to Pocatello to visit friends. This was also a day trip with no overnight stay.

26. In almost three years together (January 2015 to November 2017), Elena and Will have only taken 5 trips together.

27. Only 3 of the trips were overnight. Those trips were only for one or two days at most.

28. Elena has several photos on her facebook with Will and the children. (See *R5 & R6*)

29. One of Elena's sons refers to Will as his "step-dad". (See *R4*)

30. Will also helps Elena's kids with homework from time to time.

31. The court finds that these facts do not establish cohabitation between Elena and Will.

32. The court finds that Elena even though Elena lives with Will, she had no real choice. This decision was made in part by the actions of Brent when he forced Elena to leave the family residence.


33. The court finds that the above facts do not establish that Elena is cohabitating with Will Morgan.

34. The court has considered the hallmarks of cohabitation but finds no cohabitation in this case.

35. The District Court will deny Brent's motion to terminate alimony.

36. This is a final order. No further order is needed.

Dated this 29 day of November, 2017.



Ernie W. Jones
District Court Judge

CERTIFICATE OF MAILING

I hereby certify that on the 29th day of November 2017, I sent a true
and correct copy of the foregoing decision to counsel as follows:

Elena Kay Watts
Petitioner
2270 West 4550 South
Roy UT 84067

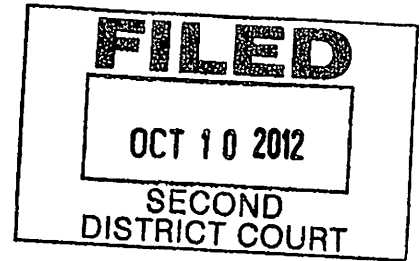
Randall Richards
Attorney for Respondent
938 University Park Blvd Suite 140
Clearfield UT 84015



Judicial Assistant

ADDENDUM B

F. KIM WALPOLE #4510
LAW OFFICE OF F. KIM WALPOLE, P.C.
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2661 Washington Blvd., Suite 203
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OCT 10 2012

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH

ELENA KAY CHRISTENSEN,)	JUDGMENT AND DECREE OF
)	DIVORCE
Petitioner,)	
)	
vs.)	Civil No: 094901718 DA
)	
BRENT CHRISTENSEN,)	Commissioner Catherine S. Conklin
)	
Respondent.)	Judge Ernie W. Jones

THIS MATTER having come on regularly for trial on the 26th and 27th days of March, 2012, and on April 19, 2012, for closing arguments, before the Honorable Ernie W. Jones, Judge of the above-entitled Court, sitting without a jury; Petitioner present in Court with her attorney, Kevin Richards; Respondent present in Court with his attorney, F. Kim Walpole; each of the parties having been sworn and testified on their own behalf; other witnesses having been sworn and testified; exhibits having been offered and received; arguments having been made to the Court; and the Court having taken said matter under advisement and having rendered a written decision which was conveyed to the parties and their

respective attorneys by a Memorandum Decision; having come on for a clarification hearing on the 19th of September, 2012, before Judge Jones, presiding; the parties having entered into Agreements which were reduced to writing, which are by stipulation attached to and are to become a part of the court's Order and the Court being fully advised in the premises, and having separately entered its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. DIVORCE. Each of the parties is awarded a divorce from the other party on the grounds of irreconcilable differences to become final upon signing and entry.
2. CUSTODY. The parties are awarded the joint legal and physical custody of the parties' minor children, to wit: Teal Christensen, born February 10, 1999; Tosser Christensen, born February 10, 1999; Holly Christensen, born October 1, 2000; and Brittney Christensen, born March 1, 2003, with the Petitioner designated as the primary custodial parent. The Petitioner's home is the primary place of residence for school and church records. The Petitioner is the primary decision maker for all education issues, however, the Petitioner should receive input from the Respondent on these issues, if possible. Day-to-day decisions concerning the children will be made by the parent who has physical custody at the time.

The balance of Ali Thomas's recommendations are as follows:

It is recommended that both parents continue to share joint physical and legal custody of their children with changes to the parent time arrangements. Ms. Christensen's home would be established as the primary place of residence as it relates to school and church records.

Day to day decisions should be made by the parent whom has physical custody. Parental decisions shall be required for major issues in raising the Christensen children and in meeting their ongoing needs. If and when they arise, the parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, Ms. Christensen shall have "presumptive decision-making authority." This level of authority shall allow Ms. Christensen the right to make a preliminary decision that she shall then communicate to Mr. Christensen. If Mr. Christensen believes that the decision is contrary to the best interests of the child, he shall have the right to seek review thereof through the court. The parent opposing the decision shall have the burden to demonstrate that the decision is contrary to the child's best interests. It shall not be sufficient to demonstrate that an alternative decision may also have been in the interest of the child.

Right of first refusal has become an issue based on lack of clarification and understanding of the code. It is recommended that this option be utilized for work and school purposes only, or if one parent will be gone for the overnight.

Because this is a case in which both parents have significant difficulties in different parenting and personal realms, the children would be best served by having a parent time arrangement that is equal or mostly equal in time between each parent. The children need the parents to balance each other's deficits in order to have an opportunity for success.

A Parenting Plan is attached hereto and incorporated herein by reference as Exhibit "A".

3. PARENT TIME. The Petitioner is awarded parent-time every Monday and Tuesday and the Respondent is awarded parent-time every Wednesday and Thursday. On alternate weekends (Friday, Saturday, Sunday) the Respondent is awarded parent time with the children from Friday after school through Sunday, taking the children to school on Monday mornings. The Petitioner is awarded the same schedule on the opposite weekends. The Court adopts the parent-time schedule which was submitted by the Respondent, with a few modifications, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B". The parties should follow the Utah Code Annotated §30-3-35, U.C.A. if there is a conflict in this schedule, a copy of which is attached hereto and incorporated herein by reference as Exhibit "C". Each parent will keep the children on Sunday overnights on their weekend.

As to holidays, the parties are to follow the attached schedule and §30-3-35, U.C.A. if a conflict exists. The Petitioner is the primary custodial parent for purposes of interpreting the holiday schedule and the Respondent is designated as the non-custodial parent for holiday parent time. Holidays take precedence over regular scheduled parent-time.

As to the summer extended parent time, the parties are awarded the following:

- a) Each parent is awarded two (2) straight weeks (14 days) of uninterrupted vacation time with the four children;
- b) The parties are to give each other thirty (30) days written notice they intend to exercise;
- c) The vacation time shall include three (3) weekends in a row with the children; and

d) If the third weekend is not needed, an option of either trading or splitting the third weekend could be arranged, if agreeable between the parties.

Telephone contact with the children should be at a reasonable time (9 AM- 9 PM) and for reasonable duration (45 minutes maximum).

4. PARENTAL CARE. The non-custodial parent has the first right of refusal or parental care over any surrogate care. However, the right only applies to work or school times and only if the parent will be gone overnight.

5. CHILDREN'S ACTIVITIES AND CLOTHING. The parties will share equally all expenses incurred by the four children for extracurricular activities (sports, dance, etc.), as well as clothing expenses for the four children. The parties have to agree on the children's activities and clothing in writing in order to share the costs equally.

6. CHILD SUPPORT. Child support is to be calculated using the joint custody worksheet with the Petitioner earning a gross monthly income of \$1,365.00 and the Respondent earning a gross monthly income of \$5,508.52, for an award of \$548.00 per month in child support to the Petitioner for the parties' four minor children based on the number of overnights awarded by the court to the parties, a copy of which joint legal custody child support worksheet is attached hereto and incorporated herein by reference as Exhibit "D". This child support shall begin on the 1st day of June, 2012, payable to the Petitioner to coincide with the Respondent's pay periods. Child support shall terminate for each child when each child graduates from high school or reaches age 18, whichever occurs later. The Court will not include social security payments made to the Petitioner's daughter in determining the Petitioner's gross monthly income.

7. ALIMONY. The Court awards alimony to the Petitioner in the sum of \$1,200.00 per month, beginning June 1, 2012, payable to the Petitioner for a period of thirteen years. The alimony is based on the fact that the Petitioner has been a stay-at-home mother but has held several jobs, who has an income which consists of Social Security of \$4,176.00 per year for her daughter, which terminates in 2013, temporary child support of \$657.00 per month, \$150.00 for a clothing allowance and her imputed income of \$1,360.00 gross per month based on the Petitioner having the ability to work and earn at least \$8.50 per hour, with monthly expenses of \$4,346.00. The Respondent is a school teacher who earned \$64,112.31 per year in 2011, with a monthly gross income from teaching of \$5,508.50 and \$502.85 from rental income for a total of \$6,012.00 per month, with monthly net income is \$4,749.15 and monthly expenses of \$3,500.00 because the Respondent is single and has no house payment or car payment. Alimony terminates if the Petitioner dies, cohabitates, or remarries, whichever is earlier. The alimony is taxable to the Petitioner and tax deductible to the Respondent.

8. PERSONAL PROPERTY. Each of the parties is awarded that personal property currently in their possession as the parties have previously divided the personal property, which division is approved by the court as being equitable and fair.

9. TIME SHARE. The Petitioner is awarded the time-share in Park City (Canyons) and the Petitioner is to pay any financial obligations on the time share for its use, maintenance and ownership.

10. 2011 INCOME TAX RETURNS. The parties shall file a joint federal and state income tax returns for 2011 and each will receive one-half of the State and Federal income tax refunds.

11. TAX EXEMPTIONS. The Respondent can claim two children as tax exemptions and the Petitioner can claim two children as tax exemptions, or the Respondent has the option to purchase the two additional children as exemptions each year if agreeable to the Petitioner, with the Petitioner to provide, if the Respondent so elects, a copy of her proposed income tax returns, one including the exemptions and one without the exemptions so that the parties know the amount of the buyout for the Respondent to claim the exemptions. The buyout money shall be paid by April 15.

12. RETIREMENTS. The Petitioner is awarded a *Woodward* share of the Respondent's 401k account with approximately \$78,168.00 in it as of December 31, 2011 and a *Woodward* share of the Respondent's pension plan that has approximately \$100,000.00 as of December 31, 2009, based on thirteen (13) years. The \$20,00.00 that the Respondent withdrew from his 401k plan will be added back in and considered in determining the Petitioner's share of his 401k. The date the divorce is final will be used to calculate the division of the retirement benefits.

13. AMERICA FIRST CREDIT UNION ACCOUNT. The parties are awarded one-half (½) of the amount in the America First Credit Union Account as of the date the divorce was filed which is the sum of \$16,402.30 and since the Respondent has spent that, the Respondent is ordered to reimburse the Petitioner the sum of \$8,201.15 as her share of the account.

14. LUCRATIVE LABELS. The business of Lucrative Labels has no value and therefore the court awards nothing to either party.

15. LIFE INSURANCE. Each party is awarded one-half (½) of the life insurance cash value of \$14,000.00 or the sum of \$7,000.00 and the Petitioner has already received \$7,000.00 from the life

insurance policy which represents her one-half interest in the policy such that the life insurance proceeds are no longer an issue in the divorce as they have been divided and settled.

16. MEDICAL AND DENTAL INSURANCE. The Respondent has agreed and is ordered to maintain the parties' four minor children on his medical and dental insurance policies, with each of the parties to pay one-half ($\frac{1}{2}$) of the premiums for the insurance on the children and each party will pay one-half of the medical and dental expenses for the children which are not covered by insurance. The parties will exchange copies of all medical and dental bills in order to seek reimbursement.

17. JUDGMENT FOR MEDICAL BILLS. The Respondent is entitled to a judgment against the Petitioner for medical bills not paid by her in the sum of \$309.71.

18. HOME AND REAL PROPERTY. The Respondent purchased a home located in Ogden, Utah at 1260 South 775 East prior to the marriage, which is a pre-marital asset which is awarded to the Respondent. Some improvements were made to the home during the marriage by both parties and the current property value is \$194,000.00, such that the home has increased in value by approximately \$24,000.00 (\$194,000.00 minus \$170,000.00). The Petitioner is awarded one-half ($\frac{1}{2}$) of the increase in value on the home during the marriage and is awarded the sum of \$12,000.00 from the Respondent on the home. The Petitioner is awarded a lien on the real property until the \$12,000.00 is paid.

19. PRENUPITAL AGREEMENT. The parties signed a prenuptial agreement on June 15, 1998, which provides that if one party files for divorce, that party will pay attorney fees for the other party. Although the wife filed for divorce, the husband filed a counterclaim for divorce and the court

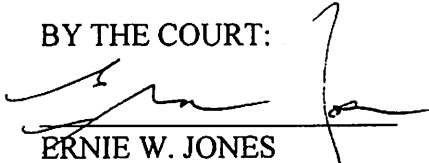
grants a divorce to both parties, therefore, neither party is liable under the prenuptial agreement for attorney's fees incurred by the other party.

20. SUPPLEMENTAL ORDERS. The Court hereby incorporates as Supplemental Orders of this court the attached Agreements of the parties and in so doing Petitioner and Respondent waive any rights to appeal the Memorandum Decision of May 22, 2012.

21. ATTORNEY'S FEES. The Respondent has incurred \$42,000.00 to his attorney for fees and the Petitioner has incurred attorney fees. The Respondent was ordered to pay \$7,000.00 to the Petitioner's attorney for fees by the Commissioner and he has done so. While the Petitioner has a need for attorney's fees, the Court orders that each party should pay their own attorneys.

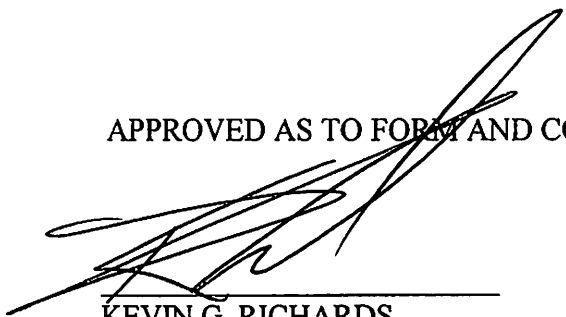
DATED this 9 day of ^{set}~~September~~, 2012.

BY THE COURT:



ERNIE W. JONES
District Court Judge

APPROVED AS TO FORM AND CONTENT:



KEVIN G. RICHARDS
Attorney for Respondent

CERTIFICATE OF MAILING

Pursuant to Rule 5 of the Utah Rules of Civil Procedure, I hereby certify that on the _____ day of September, 2012, I mailed a true and correct copy of the above and foregoing **JUDGMENT OF LAW AND DECREE OF DIVORCE**, by placing the same in the United States mail postage prepaid to the following:

Kevin G. Richards
Attorney for Petitioner
2668 Grant Ave., Suite 105
Ogden, UT 84401

BRENT CHRISTENSEN'S SUMMATION OF A DESIRED PARENT TIME SCHEDULE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
E	E	E	E / B	B	B	B
B	B / E	E	E / B	B	B / E	E
E	E	E	E / B	B	B	B
B	B / E	E	E / B	B	B / E	E

E = ELENA'S PARENT TIME

B = BRENT'S PARENT TIME

As of 11/20/25

<p>Brent's Parent Time for 2010, 2012, 2014, 2016, 2020, 2022, 2024, 2026 Elena's Parent Time for 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025</p>	<p>Brent's Parent Time for 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025 Elena's Parent Time for 2010, 2012, 2014, 2016, 2020, 2022, 2024, 2026</p>
<p>Children's Birthdays on their Birthday from 3:00 PM to the next morning. Other siblings get to come as well.</p>	<p>The day before or after the children's Birthday's from 3:00 PM until the next morning. Other siblings get to come as well.</p>
<p>President's Day Weekend from when school gets out on Friday, until Tuesday morning.</p>	<p>Civil Rights Day weekend (Martin Luther King weekend) from when school gets out on Friday, until Tuesday morning.</p>
<p>Memorial Day Weekend from when school gets out on Friday, until Tuesday morning.</p>	<p>Spring Break from when school gets out on the first day of the break, until the first school morning after the break.</p>
<p>Elena gets Mother's Day from 9:00 PM Saturday, until Monday morning. Brent gets Fathers Day from 9:00 PM Saturday, until Monday morning.</p>	<p>Elena gets Mother's Day from 9:00 PM Saturday, until Monday morning. Brent gets Fathers Day from 9:00 PM Saturday, until Monday morning.</p>
<p>July 24th from 6:00 PM on July 23rd, until 6:00 PM on July 25th.</p>	<p>Independence Day from 6:00 PM July 3rd until 6:00 PM July 5th.</p>
<p>Columbus Day from 9:00 PM the day before Columbus Day, until the next morning after Columbus Day.</p>	<p>Labor Day Weekend from when school gets out on Friday, until Tuesday morning.</p>
<p>The celebrated Halloween Day from when school gets out, until the next morning, or from 4:00 PM until the next morning, if it is a non school day.</p>	<p>Fall Break Weekend (UEA) from when school gets out on the first day of the break, until the first school morning after the break.</p>
<p>The Thanksgiving Holiday Weekend, starting when school gets out on Tuesday or Wednesday, until Monday morning.</p>	<p>Veterans Day from 9:00 PM the day before Veterans Day, until the next morning after Veterans Day.</p>
<p>The 2nd half of the Christmas vacation, and the 2nd half of Christmas Day from 3:00 PM to 9:00 PM. If there are an odd number of vacation days, then another day is split at 3:00 PM.</p>	<p>The 1st half of the Christmas vacation, and the 1st half of Christmas Day to 3:00 PM. If there are an odd number of vacation days, then another day is split at 3:00 PM.</p>

2012 PARENT TIME

RED = Brent's Parent Time

BLUE = Elena's Parent Time

	SUN	MON	TUE	WED	THU	FRI	SAT
JAN	1	2	3	4	5	6	7
JAN	8	9	10	11	12	CR 13	CR 14
JAN	CR 15	CR 16	17	18	19	20	21
JAN	22	23	24	25	26	27	28
JAN	29	30	31	1	2	3	4
FEB	5	6	7	8	9	TB 10	TB 11
FEB	12	13	14	15	16	PR 17	PR 18
FEB	PR 19	PR 20	21	22	23	24	25
FEB	26	27	28	29	BB 1	BB 2	3
MAR	4	5	6	7	8	9	10
MAR	11	12	13	14	15	16	17
MAR	18	19	20	21	22	23	24
MAR	25	26	27	28	29	30	31
APR	1	2	3	SB 4	SB 5	SB 6	SB 7
APR	SB 8	SB 9	10	11	12	13	14
APR	15	16	17	18	19	20	21
APR	22	23	24	25	26	27	28
APR	29	30	1	2	3	4	5
MAY	6	7	8	9	10	11	12
MAY	MD 13	14	15	16	17	18	19
MAY	20	21	22	23	24	MD 25	MD 26
MAY	MD 27	MD 28	29	30	31	1	2
JUN	3	4	5	6	7	8	9
JUN	10	11	12	13	14	15	16
JUN	FD 17	18	19	20	21	22	23
JUN	24	25	26	27	28	29	30
JUL	1	2	ID 3	ID 4	ID 5	6	7
JUL	8	9	10	11	12	13	14
JUL	15	16	17	18	19	20	21
JUL	22	PI 23	PI 24	PI 25	26	27	28
JUL	29	30	31	1	2	3	4
AUG	5	6	7	8	9	10	11
AUG	12	13	14	15	16	17	18
AUG	19	20	21	22	23	24	25
AUG	26	27	28	29	30	LD 31	LD 1
SEPT	LD 2	LD 3	4	5	6	7	8
SEPT	9	10	11	12	13	14	15
SEPT	16	17	18	19	20	21	22
SEPT	23	24	25	26	27	28	29

2012

2013

	SUN	MON	TUE	WED	THU	FRI	SAT
OCT	HB 30	HB 1	2	3	4	5	6
OCT	7	CD 8	9	10	11	12	13
OCT	14	15	16	FB 17	FB 18	FB 19	FB 20
OCT	FB 21	22	23	24	25	26	27
OCT	28	29	30	HW 31	1	2	3
NOV	4	5	6	7	8	VD 9	10
NOV	11	12	13	14	15	16	17
NOV	18	19	TG 20	TG 21	TG 22	TG 23	TG 24
NOV	TG 25	26	27	28	29	30	1
DEC	2	3	4	5	6	7	8
DEC	9	10	11	12	13	14	15
DEC	16	17	18	19	20	WB 21	WB 22
DEC	WB 23	WB 24	WB 25	WB 26	WB 27	WB 28	WB 29
DEC	WB 30	WB 31	WB 1	2	3	4	5
JAN	6	7	8	9	10	11	CR 12
JAN	CR 13	CR 14	15	16	17	18	19
JAN	20	21	22	23	24	25	26
JAN	27	28	29	30	31	1	2
FEB	3	4	5	6	7	8	TB 9
FEB	TB 10	11	12	13	14	PR 15	PR 16
FEB	PR 17	PR 18	19	20	21	22	23
FEB	24	25	26	27	28	BB 1	BB 2
MAR	3	4	5	6	7	8	9
MAR	10	11	12	13	14	15	16
MAR	17	18	19	20	21	22	23
MAR	24	25	26	27	SB 28	SB 29	SB 30
APR	SB 31	SB 1	2	3	4	5	6
APR	7	8	9	10	11	12	13

Year 2012 Parent Time Calendar

ELENA BLUE BRENT RED

CR = Civil Rights Day
 TB = Tossler & Teal's Birthday
 PR = Presidents Day Weekend
 BB = Brittney's Birthday
 SB = Spring Break
 MO = Mother's Day
 MD = Memorial Day Weekend
 FA = Father's Day
 ID = Independence Day
 PI = Pioneer Day Celebration
 LD = Labor Day Weekend
 HB = Holly's Birthday
 CO = Columbus Day
 FB = Fall Break (UEA)
 HW = Halloween
 VD = Veteran's Day
 TG = Thanks GIVING
 WB = Winter Break
 BV = Brent's Vacation (Not chosen yet)
 EV = Elena's Vacation (Not chosen yet)

11e

**MINIMUM SCHEDULE FOR PARENT TIME FOR CHILDREN 5 TO 18 YEARS OF
AGE**
(Effective April 2, 2011)

(1) The parent-time schedule in this section applies to children 5 to 18 years of age.
(2) If the parties do not agree to a parent-time schedule, the following schedule shall be considered the minimum parent-time to which the noncustodial parent and the child shall be entitled.

- (a) (i) (A) One weekday evening to be specified by the noncustodial parent or the court, or Wednesday evening if not specified, from 5:30 p.m. until 8:30 p.m.;
(B) at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m., unless the court directs the application of Subsection (2)(a)(i); or
(C) At the election of the noncustodial parent, if school is not in session, one weekday from approximately 9 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m. if the noncustodial parent is available to be with the child, unless the court directs the application of Subsection (2)(a)(i)(A) or (2)(a)(i)(B).
- (ii) Once the election of the weekday for the weekday evening parent-time is made, it may not be changed except by mutual written agreement or court order.
- (b) (i) (A) Alternating weekends beginning on the first weekend after the entry of the decree from 6 p.m. on Friday until 7 p.m. on Sunday continuing each year;
(B) at the election of the noncustodial parent, from the time the child's school is regularly dismissed on Friday until 7 p.m. on Sunday, unless the court directs the application of Subsection (2)(b)(i)(A); or
(C) at the election of the noncustodial parent, if school is not in session, on Friday from approximately 9 a.m. , accommodating the custodial parent's work schedule, until 7 p.m. on Sunday, if the noncustodial parent is available to be with the child unless the court directs the application of Subsection (2)(b)(i)(A) or (2)(b)(i)(B).
- (ii) A stepparent, grandparent, or other responsible adult designated by the noncustodial parent may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.
- (iii) Elections should be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.
- (iv) Weekends include any "snow" days, teacher development days, or other days when school is not scheduled and which are contiguous to the weekend period.
- (c) Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule; however, birthdays take precedence over holidays and

extended parent-time, except Mother's Day and Father's Day; birthdays do not take precedence over holidays and extended parent-time, except Mothers' Day and Fathers' Day; birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parents' residence for the uninterrupted extended parent-time.

- (d) If a holiday falls on a regularly scheduled school day, the noncustodial parent shall be responsible for the child's attendance at school for that school day.
- (e) (i) If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the noncustodial parent shall be entitled to this lengthier holiday period.
- (ii) (A) At the election of the noncustodial parent, parent-time over a scheduled holiday weekend may begin from the time the child's school is regularly dismissed at the beginning of the holiday weekend until 7 p.m. on the last day of the holiday weekend.
- (B) At the election of the noncustodial parent, if school is not in session, parent-time over a scheduled holiday weekend may begin at approximately 9 a.m., accommodating the custodial parent's work schedule, the first day of the holiday weekend until 7 p.m. on the last day of the holiday weekend, if the noncustodial parent is available to be with the child unless the court directs the application of Subsection (2)(e)(ii)(A).
- (iii) A step-parent, grandparent, or other responsible individual designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.
- (iv) Elections should be made by the noncustodial parent at the time of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.
- (f) In years ending in an odd number, the noncustodial parent is entitled to the following holidays:
- i) child's birthday on the day before or after the actual birth date beginning at 3 p.m. until 9 p.m.; at the discretion of the noncustodial parent, s/he may take other siblings along for the birthday;
- (ii) Martin Luther King, Jr. Day beginning 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
- (iii) spring break beginning at 6 p.m. on the day school lets out for the holiday until 7 p.m. on the Sunday before school resumes;
- (iv) July 4 beginning 6 p.m. the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent

exercising the holiday.

(v) Labor Day beginning 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled.

(vi) The fall school break, if applicable, commonly known as U.E.A. weekend beginning at 6 p.m. on Wednesday until Sunday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled.

(vii) Veteran's Day holiday beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday; and

(viii) The first portion of the Christmas school vacation as defined in Subsection 30-3-32(3)(b) including Christmas Eve and Christmas Day, continuing until 1 p.m. on the day halfway through the holiday period, if there are an odd number of days for the holiday period, or until 7 p.m. if there are an even number of days for the holiday period, so long as the entire holiday period is equally divided.

(g) In years ending in an even number, the noncustodial parent is entitled to the following holidays:

(i) child's birthday on the actual birth date beginning at 3 p.m. until 9 p.m.; at the discretion of the noncustodial parent, he may take other siblings along for the birthday;

(ii) President's Day beginning at 6 p.m. on Friday until 7 p.m. on Monday unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;

(iii) Memorial Day beginning at 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;

(iv) July 24 beginning at 6 p.m. on the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday;

(v) Columbus Day beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday;

(vi) Halloween on October 31 or the day Halloween is traditionally celebrated in the local community from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m.;

(vii) Thanksgiving holiday beginning Wednesday at 7 p.m. until Sunday at 7 p.m.; and

(viii) the second portion of the Christmas school vacation, as defined in Subsection 30-3-32(3)(b) beginning 1 p.m. on the day halfway through the holiday period, if there are an odd number of days for the holiday period, or at 7 p.m. if there are an even number of days for the holiday period, so long as the entire Christmas holiday is equally divided.

(h) the custodial parent is entitled to the odd year holidays in even years and the even

year holidays in odd years;

(i) Father's Day shall be spent with the natural or adoptive father every year beginning at 9 a.m. until 7 p.m. on the holiday;

(j) Mother's Day shall be spent with the natural or adoptive mother every year beginning at 9 a.m. until 7 p.m. on the holiday;

(k) Extended parent-time with the noncustodial parent may be:

(i) up to four consecutive weeks when school is not in session at the option of the noncustodial parent, including weekends normally exercised by the noncustodial parent, but not holidays;

(ii) two weeks shall be uninterrupted time for the noncustodial parent; and

(iii) the remaining two weeks shall be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except for a holiday to be exercised by the other parent.

(l) The custodial parent shall have an identical two week period of uninterrupted time when school is not in session for purposes of vacation.

(m) Both parents shall provide notification of extended parent-time or vacation weeks with the child at least 30 days prior to the end of the child's school year to the other parent and if notification is not provided timely the complying parent may determine the schedule for extended parent-time for the noncomplying parent.

(n) Telephone contact shall be at reasonable hours and for a reasonable duration.

(o) Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

(i) the best interests of the child;

(ii) each parent's ability to handle any additional expenses for virtual parent-time; and

(iii) any other factors the court considers material.

(3) Any elections required to be made in accordance with this section by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

(4) Notwithstanding Subsection (2)(e)(i), the Halloween holiday may not be extended beyond the hours designated in Subsection (2)(g)(vi).

ADVISORY GUIDELINES

In addition to the parent-time schedules provided in Sections 30-3-35 and 30-3-35.5, the following advisory guidelines are suggested to govern all parent-time arrangements between parents.

- (1) Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- (2) The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- (3) 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.
- (4) The responsibility for the pick up, delivery, and return of the child shall be determined by the court when the parent-time order is entered, and may be changed at any time a subsequent modification is made to the parent-time order.
- (5) If the noncustodial parent will be providing transportation, the custodial parent shall have the child ready for the parent-time at the time the child is to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the child at the time the child is returned.
- (6) If the custodial parent will be transporting the child, the noncustodial parent shall be at the appointed place at the time the noncustodial parent is to receive the child, and have the child ready to be picked up at the appointed time and place, or have made reasonable alternate arrangements for the custodial parent to pick up the child.
- (7) Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.
- (8) The court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents and may increase the parent-time allowed to the noncustodial parent but shall not diminish the standardized parent-time.
- (9) The court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time.
- (10) Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- (11) The custodial parent shall notify the noncustodial parent within twenty-four (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 shall be entitled to attend and participate fully.
- (12) The noncustodial parent shall have direct access to all school reports, including preschool and day care reports and medical records and shall be notified immediately by the

custodial parent in the event of a medical emergency.

(13) Each parent shall provide the other with his current address and telephone numbers, email address, and other virtual parent-time access information within twenty-four (24) hours of any change.

(14) Each parent shall 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, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

- (a) The best interests of the child;
- (b) Each parent's ability to handle any additional expenses for virtual parent-time; and
- (c) Any other factors the court considers material.

(15) Parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able to transport the children, to provide the child care; Child care arrangements existing during the marriage are preferred as are child care arrangements with nominal or no charge.

(16) 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.

(17) Each parent shall be entitled to equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the child on the religious holiday.

(18) If the child is on a different parent-time schedule than a sibling, based on Sections 30-3-35 and 30-3-35.5, the parents should consider if an upward deviation for parent-time with all the minor children so that parent-time is uniform between school aged children and nonschool aged children, is appropriate.

SPECIAL CIRCUMSTANCES

1. When parent-time has not taken place for an extended period of time and the child lacks an appropriate bond with the noncustodial parent, both parents shall consider the possible adverse effects upon the child and gradually reintroduce an appropriate parent-time plan for the noncustodial parent.

2. For emergency purposes, whenever the child travels with either parent, all of the following will be provided to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the child or traveling parent can be reached; and
- d. the name and telephone number of an available third person who would be

knowledgeable of the child's location.

3. Unchaperoned travel of a child under the age of five years old is not recommended.

RELOCATION

(1) For purposes of this section, "relocation" means moving from the state or 150 miles or more from the residence specified in the court's decree.

(2) The relocating parent shall provide, if possible, 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming the following:

(a) The parent-time provisions in Subsection (5) or a schedule approved by both parties will be followed; and

(b) Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

(3) The court may, upon motion of any party or upon the court's own motion, schedule a hearing with notice to review the notice of relocation and parent-time schedule as provided in Section 30-3-5 and make appropriate orders regarding the parent-time and costs for parent-time transportation.

(4) In determining the parent-time schedule and allocating the transportation costs, the court shall consider:

(a) The reason for the parent's relocation;

(b) The additional costs or difficulty to both parents in exercising parent-time;

(c) The economic resources of both parents; and

(d) Other factors the court considers necessary and relevant.

(5) Unless otherwise ordered by the court, upon the relocation, as defined in Subsection (1), of one of the parties the following schedule shall be the minimum requirements for parent-time with a school-age child:

(a) in years ending in an odd number, the child shall spend the following holidays with the noncustodial parent:

(i) Thanksgiving holiday beginning Wednesday until Sunday; and

(ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

(b) in years ending in an even number, the child shall spend the following holidays with the noncustodial parent:

(i) the entire winter school break period; and

(ii) the Fall school break beginning the last day of school before the holiday until the day before school resumes; and

(c) extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children should be returned to the custodial home no later

than seven days before school begins; however, this week shall be counted when determining the amount of parent time to be divided between the parents for the summer or off-track period, and

(d) one weekend per month, at the option and expense of the noncustodial parent.

(6) The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

(a) If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the parent falls on the last weekend of the month, the noncustodial parent shall be entitled to the next to the last weekend of the month.

(b) If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the noncustodial parent's monthly weekend entitlement for that month.

(c) If a child is out of school for teacher work days, snow days, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.

(7) The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

(8) In the event finances and distance preclude the exercise of minimum parent-time for the noncustodial parent during the school year, the court should consider awarding more time for the noncustodial parent during the summer time if it is in the best interests of the children.

(9) Upon the motion of any party, the court may order uninterrupted parent-time with the noncustodial parent for a minimum of 30 days during extended parent-time, unless the court finds it is not in the best interest of the child. If the court orders uninterrupted parent-time during a period not covered by this section, it shall specify in its order which parent is responsible for the child's travel expenses.

(10) Unless otherwise ordered by the court, the relocating party shall be responsible for all the child's travel expenses relating to Subsections (5)(a) and (b) and $\frac{1}{2}$ of the child's travel expenses relating to Subsection (5)(c), provided the noncustodial parent is current on all support obligations. If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent shall be responsible for all of the child's travel expenses under Subsection (5), unless the court rules otherwise. Reimbursement by either responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

(11) The court may apply this provision to any preexisting Decree of Divorce.

(12) Any action under this section may be set for an expedited hearing.

(13) A parent who fails to comply with the notice of relocation in Subsection (2) shall be in contempt of the court's order.

IN THE SECOND DISTRICT COURT
WEBER COUNTY, STATE OF UTAH

Elena Kay Christensen, vs. Brent Karl Christensen	CHILD SUPPORT OBLIGATION WORKSHEET (JOINT PHYSICAL CUSTODY) Base Combined Child Support Obligation Table: <input type="checkbox"/> 78B-12-301(1) <input checked="" type="checkbox"/> 78B-12-302(2) <i>Effective January 1, 2008</i> Civil No. 094901718
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	MOTHER	FATHER	COMBINED
1. Enter the # of natural and adopted children of this mother and father for whom support is to be awarded.			4
2a. Enter the father's and mother's gross monthly income. Refer to Instructions for definition of income.	\$ 1,365.00	\$ 5,508.52	
2b. Enter previously ordered alimony that is actually paid. (Do not enter alimony ordered for this case).	0.00	0.00	
2c. Enter previously ordered child support. (Do not enter obligations ordered for the children in Line 1).	0.00	0.00	
2d. OPTIONAL: Enter the amount from Line 12 of the Children in Present Home Worksheet for either parent.	0.00	0.00	
3. Subtract Lines 2b, 2c, and 2d from 2a. This is the Adjusted Gross Income for child support purposes.	\$ 1,365.00	\$ 5,508.52	\$ 6,873.52
4. Take the COMBINED figure in Line 3 and the number of children in Line 1 to the Support Table. Enter the Combined Support Obligation here.			\$ 1,772.00
5. Divide each parent's adjusted monthly gross in Line 3 by the COMBINED adjusted monthly gross in Line 3.	20%	80%	
6. Multiply Line 4 by Line 5 for each parent to obtain each parent's share of the Base Support Obligation.	\$ 354.40	\$ 1,417.60	
7. Enter the number of nights the children will spend with each parent. (They must total 365.) Each parent must have at least 111 overnights to qualify for Joint Physical Custody. (UCA 78B-12-217(13))	183	182	365
7b. Identify the parent who has the lesser number of overnights, and continue the rest of the calculation for them. You will be making adjustments to the net amount owed by this parent.	Father		
8a. For the parent who has the child the lesser number of overnights, multiply the number of overnights that are greater than 110 but less than 131 by .0027 to obtain a resulting figure and enter in the respective column.	0.0540		
8b. Multiply the result on line 8a by the Combined Support Obligation on line 4 for this parent and enter the number in the respective column.	\$ 95.69		
8c. Subtract the respective dollar amount on line 8b from this parent's share of the Base Support Obligation found in the column for this parent on line 6 to determine the amount as indicated by UCA 78B-12-208(3)(a) and enter the amount in the respective column.	\$ 1,321.91		
9a. Additional calculation necessary if both parents have the child for more than 131 overnights (Otherwise go to line 10): For the parent who has the child the lesser number of overnights, multiply the number of overnights that exceed 130 (131 overnights or more) by .0084 to obtain a resulting figure and enter it in the respective column.	0.4368		
9b. Multiply the result on line 9a by the Combined Support Obligation on line 4 for this parent and enter each in the respective column.	\$ 774.01		
9c. Subtract this parent's dollar amount on line 9b from their respective amount as identified on line 8c to determine the amount as indicated by UCA 78B-12-209(3)(b) and enter the amount in the respective column. Go to line 10.	\$ 547.90		

6/2000

10. BASE CHILD SUPPORT AWARD: If the result in line 9c is > 0, then this parent is the obligor (and the other parent is the obligee). Enter the amount owed by this parent to the obligee all 12 months of the year. If the result in line 9c is < 0, then this parent is the obligee (and the other parent is the obligor). Enter the absolute value of the result in line 9c here. This is the amount owed to this parent by the obligor all 12 months of the year.	\$ 548.00
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11. Which parent is the obligor? Mother Father
12. Is the support award the same as the guideline amount in line 107? Yes No
 If NO, enter the amount ordered: \$ _____, and answer number 13.
13. What were the reasons stated by the court for the deviation?
 property settlement
 excessive debts of the marriage
 absence of need of the custodial parent
 other: _____

Attorney Bar No. _____ Electronic Filing Manual Filing 6/2000

MEDICAL INSURANCE PROVISIONS

Each party shall equally share the out-of-pocket costs of the premium paid for the children's portion of the insurance. This 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 children in the instant case.

Each parent is ordered to pay for one-half (½) of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery 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 also notify the other parent or the Office of Recovery services of any change on insurance carrier, premium or benefits within thirty (30) calendar days from the date of the change.

If the minor children's medical or dental insurance, if applicable, is to be cancelled for any reason, the party maintaining that insurance shall give written notice of that cancellation to the other party at least thirty (30) days prior to said cancellation. Such notice shall be given personally by telephone and then mailed or delivered to the last known address of the other party. If such notice is not given, then the party maintaining the insurance and failing to give notice shall pay all medical, hospitalization or dental expenses that would have been paid by the insurance carrier. Upon receipt of notice, the parties shall attempt to secure replacement coverage prior to the cancellation.

The insured is ordered to provide the other parent with executed claim forms and other assistance necessary to insure the prompt payment of the insured portion of such claims, including deductibles and co-payments incurred for the dependent children and actually paid by the parents.

A parent who incurs medical expenses shall provide written verification of the cost of payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangements to do so within forty-five (45) days of receipt of the documentation supporting required participation. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the above-required notification.

Neither parent shall contract for nor incur any obligation for orthodontic work or elective surgery for a child, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent, without the prior agreement or consent of that parent in writing. The non-custodial parent will have the right in advance to have a say in the selection of doctors and procedures for any and all orthodontia, surgery procedures, or psychological counseling, for which he or she is expected to contribute. If such debts are incurred without said consultation and written

consent, then the obligating parent shall have the prima facie obligation to pay any non-insurance covered expenses.

If an agreement cannot be reached, then before any (other than emergency) medical, orthodontic, or psychological counseling expenses are incurred as a co-obligation, that matter shall be brought back before the court. If a party is found to have been unreasonable and frivolously created the need for the hearing, that party will be ordered to pay court costs and attorney's fees. For procedures not covered by the insurance but determined to be reasonable within the parties' ability to pay and necessary to the welfare of the child, such orthodontia, cosmetic surgery, psychological counseling, or a mental health evaluation, each party will normally be required to pay one-half (1/2) of the costs associated with such treatments or procedures.

Each party agrees to inform the other within twenty-four (24) hours of any medical condition of the parties' children requiring surgical intervention and/or hospital care.

SCHOOLS AGREEMENT BETWEEN BRENT CHRISTENSEN AND ELENA WATTS

In Judge Jones Memorandum Decision for Christensen vs Christensen, case # 094901718, handed down in late May of 2012, on page 6, paragraphs 55 & 56, Judge Jones ordered Brent Christensen to pay Elena Watts 1/2 of the amount that was in Brent's bank account, at the time that Elena filed for divorce. This half amount is \$8,201.15. Also, on page 8, paragraph 75 & 76, Brent was ordered to pay Elena \$12,000.00 as her half share of the increased value of Brent's home, during Brent & Elena's marriage. The combined total of these two orders that Brent owes to Elena is \$20,201.15.

Both Brent & Elena agree, that if Brent agrees to pay Elena the above mentioned total amount of \$20,201.15 within 30 days of the signing of this agreement, that Elena will immediately transfer all of Brent & Elena's children's school files, back to Gramercy Elementary, and to Mound Fort Jr. High, in the Ogden City School District. Elena also agrees that she will allow the protective order that she has on Brent to be dropped.

Brent & Elena further agree that they will both keep their children's school files at these two schools, and have Brent & Elena's children attend these two schools, until each child has finished the 6th grade at Gramercy Elementary, and the 9th grade at Mound Fort Junior High. After which, each child's school file will be transferred to Ogden High, and each child will attend Ogden high, until each child has graduated from the 12th grade at Ogden High. Each child meaning, Tosser, Teal, Holly, and Brittney Christensen. Both Brent & Elena also agree that they will both be responsible for, and/or agree to transporting their children to and from these above mentioned schools, when it is each of their parent times with their children.

This agreement is legally Binding as long as both Brent & Elena reside within Weber County Utah. Should either Brent or Elena ever plan to establish their residence outside of Weber County, then both Brent & Elena will have the same rights awarded to each of them in their final divorce decree, to obtain mediation, and/or review of the court, to determine revised custody, parent time, and schooling arrangements etc. It is agreed by both Brent and Elena, that if either plans to relocate outside of Weber County Utah, that any of their children who are 14 years of age or older, would have a choice and final say as to which parent they would want to live with, with the other parent getting at least the standard visitation of a one night per week visitation from at 3 to 9 PM, and every other weekend as their parent time. If the drive time between Brent & Elena's residences becomes more than a 2 hour drive, then alternate custody and parent time schedules would have to be agreed upon, or decided by mediation or through the court.

It is agreed that both Brent and Elena are totally responsible for their own legal costs, if any litigation is to occur concerning any of their post divorce issues, and neither can hold the other responsible for any of each other's legal costs. Each of the agreements on this page, can only be altered or nullified, if both Brent and Elena agree to, and sign a different, and more current agreement.

<u>Brent Christensen</u> Brent Christensen Signature	<u>Brent Christensen</u> Printed Name	<u>8/15/12</u> Date
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<u>Elena Watts</u> Elena Watts Signature	<u>Elena Watts</u> Printed Name	<u>8-15-12</u> Date
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State of Utah
County of Weber



W2590803

EA 2590803 PG 1 OF 1
ERNEST D ROWLEY, WEBER COUNTY RECORDER
15-AUG-12 448 PM FEE \$10.00 DEP JKC
REC FOR: BRENT CHRISTENSEN

subscribed and sworn to before me
on this 15th day of August 2012, by
Brent Christensen and Elena Watts.
notary public
COMM. EXPIRES 10-12-2014



August 15, 2012

I Elena Watts am receiving from Brent Christensen an advance of \$1000.00 as part of my September 2012 alimony payment.

In return, I agree to immediately drop the protective order that I have on Brent, and immediately transfer our children's school files to Gramercy Elementary, and Mound Fort Jr. High as agreed upon in another agreement between Brent and I.

I agree that I will drop the protective order and transfer the school files by August 17, 2012.

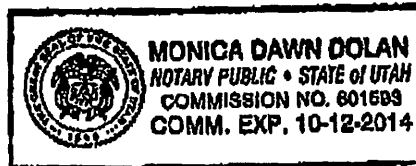
Elena Watts
Elena Watts

8-15-12
Date

State of Utah
County of Weber

Subscribed and sworn to before me
on this 15th day of August 2012, by
Elena Watts.

Notary public
Comm. expires 10-12-2014



ADDENDUM C

1 I'm not the one on taking questions.

2 All right. For your total monthly expenses you have
3 that has come down about a thousand dollars from your previous
4 one?

5 A Well, I don't have a \$900 rent payment anymore now
6 that I've been evicted.

7 Q Okay. But you still have the total monthly expenses
8 listed at \$3,443. If you times that by 12, that means your
9 living expenses are \$41,312 a year, okay? You've listed your
10 total net income as \$2,249.16. You times that by 12 months it
11 equals \$26,989.92. So when you subtract the \$26,989 from the
12 \$41,316, it shows that you would be going into debt each year
13 \$14,326 by what you've listed here as your expenses.

14 How much are you in debt right now?

15 A My car. I mean, the Chapter 13 isn't completely
16 finalized, but I don't know exactly how much I'm in debt right
17 now. I mean I have any car payment. I have the (inaudible).

18 Q Okay. This is your second bankruptcy, right?

19 A In 19 --

20 Q You filed bankruptcy once?

21 A In 1990 -- seven or eight years ago --

22 Q I can tell you exactly when it was.

23 A -- I filed a Chapter 7 on some credit cards.

24 Q 2008, a year before you filed for divorce you filed
25 for bankruptcy.

1 we can follow along. All right.

2 MR. CHRISTENSEN: Your Honor.

3 THE COURT: Yes.

4 MR. CHRISTENSEN: I do have just a couple more
5 questions I would like to ask the petitioner when this --

6 THE COURT: How many do you have? Just a couple?

7 MR. CHRISTENSEN: Yeah.

8 THE COURT: All right. Go ahead.

9 MR. CHRISTENSEN: Right now or?

10 THE COURT: Yeah, go ahead.

11

12 **REDIRECT EXAMINATION**

13 BY MR. CHRISTENSEN:

14 Q Okay. William Morgan whose residence you're living
15 in right now has a 15-year-old daughter named Kaylee; is that
16 right?

17 A Yes.

18 Q Would you say that you and Will and his daughter
19 Kaylee and our four children are living together as a family
20 would live in the same household, children in the home? Are
21 you living together as a family?

22 A Yeah.

23 Q Okay. You have already admitted that you and William
24 share a bedroom together. Do you and Will engage in sexual
25 relations together in that bedroom as a normal husband and wife

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1 would engage in sexual relationships in their bedroom?

2 A Do I have to answer that question, your Honor?

3 THE COURT: Yes. Uh-huh.

4 THE WITNESS: Yes.

5 MR. CHRISTENSEN: Okay. No further questions, your
6 Honor. I'll address this in my closing statement.

7 THE COURT: Okay. All right. Do you want to turn
8 then to the summaries on the order to show?

9

10 **DIRECT EXAMINATION**

11 BY MS. WATTS:

12 All right. I would like to point out that this order
13 to show cause, the reason why he brought this to the Court is
14 because last August Mr. Christensen brought to my attention
15 that he was going to retire from the Ogden City School District
16 and no longer pay me my child support or alimony.

17 He also stated that he did research with the Office
18 of Recovery Services to find out whether they could garnish his
19 pension. And he informed me that with that inquiry he found
20 out that they cannot garnish his pension and, therefore, he
21 would not be paying me. And he told me that back in August of
22 2014. And he did actually, in fact, follow through with that
23 and not pay me anymore.

24 With that hardship I decided I obviously would need
25 to get a he second job. At the time I was still teaching

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1 neutral and fair and balanced.

2 I do throw myself on the mercy of your Court and ask
3 for any and all relief you find reasonable, equitable and
4 necessary.

5 THE COURT: Okay. Can I ask you. Have I got this
6 right on your expenses for the month. They are 3443 now?

7 MS. WATTS: Yes, because I do pay rent.

8 THE COURT: And the one you filed back in June they
9 were 4618. I haven't had a chance to compare. What's --

10 MS. WATTS: I filed a Chapter 13. I was able to
11 eliminate most of all of those expenses in order to be able to
12 set myself back in a financially sound place.

13 THE COURT: Okay.

14 MS. WATTS: And of course losing the rent, losing my
15 place I no longer have a \$900 a month rent payment.

16 THE COURT: Okay.

17 MS. WATTS: I do pay \$500 a month in rent currently.
18 That's listed there.

19 THE COURT: Right.

20 MS. WATTS: I also pay for all of the food expenses
21 and everything in the home which is listed there too. Home
22 incendiaries and things like that I do cover and pay for as
23 well. And that's listed. So it's not that I don't have --

24 THE COURT: I just didn't have a chance to compare
25 them. And one was 4600 in June and then 3400 in October and I

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TRANSCRIPT

Examination of Elena Watts

Trial Date November 09, 2017

1 were some other factors, but I think the other ones I've
2 already ruled on, but those are the ones that they sent it back
3 for so how do you want to proceed? Do you want to testify
4 first or do you want to make your argument and then testify or.

5 MS. WATTS: Well, can I ask what the standard
6 procedure is? Is it generally one -- is there one over the
7 other in standard procedure?

8 THE COURT: Either way. I mean I'll be glad to hear
9 from both of you, but at some point I need to take testimony.
10 I need to have you come up, swear under oath and testify about
11 what you just outlined.

12 So do you want to do that first?

13 MS. WATTS: All right. I guess we'll do testimony
14 first.

15 THE COURT: All right. Okay. Let's have you come up
16 here and be sworn in by the clerk.

17 ELENA WATTS

18 Called by the Petitioner, being first

19 duly sworn, testified as follows:

20 THE CLERK: Do you solemnly swear that the testimony
21 you are about to give in this matter will be the truth, the
22 whole truth and nothing but the truth, so help you God?

23 THE WITNESS: (No audible answer.)

24 THE COURT: Maybe the easiest way to start is we'll
25 just have you repeat your name again.

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1 THE WITNESS: Elena Watts.

2 THE COURT: All right. And can you spell that just
3 for the record.

4 THE WITNESS: E-l-e-n-a, W-a-t-t-s.

5 THE COURT: Okay. All right. And Ms. Watts do you
6 want to just go ahead and tell us -- do you want me to just ask
7 you the questions and you can address each one of those?

8 THE WITNESS: Sure.

9 THE COURT: Okay.

10

11

DIRECT EXAMINATION

12

BY THE COURT:

13

Q The first question was did you make any life
14 decisions jointly? That is did you have any shared decisions
15 with the person you were living with?

16

A No, we've never done that.

17

Q Okay. All right. Yeah, that's really awkward deal
18 there. And then No. 2 was how long was your relationship?

19

A How long was it at the time?

20

Q Uh-huh. Yeah.

21

A It was eight months.

22

Q Eight months. Okay. And what is his name?

23

A William Morgan.

24

Q William Morgan. Okay. Are you still together or?

25

A We're still together, yes.

COURT CERTIFIED DOCUMENT

1 Q Okay. All right. Then they want to know the amount
2 of time that you spent together.

3 A Well, we live in the same house so we're home most
4 evenings together, but he has his activities that he goes and
5 does some nights of the week and I'm not involved in that and
6 there are things that I have to do and he's not involved in
7 those either.

8 Q Okay. And then they want to know the nature of the
9 activities that you engage in. What did you do as far as
10 activities, I guess?

11 A Well, living in the same household we will tend to
12 celebrate some holidays together. I mean we're in the same
13 household so we do celebrate Christmases and so that is a
14 factor, yes, we do do that, combine those holidays.

15 Q Okay. They want to know if you spent vacations and
16 holidays together.

17 A We have not taken any vacations together.

18 Q No vacations?

19 A No.

20 Q And how about holidays?

21 A Christmas and Thanksgiving we have before.

22 Q Okay. All right. I think that's the ones they asked
23 me to address. Now, is there something you want to say. Like
24 I said, I needed to get that on the record. So is there
25 something you wanted to say about the relationship or how you

1 view it or --

2 THE WITNESS: Yes, I do have an argument I'd like to
3 make about this whole situation. If you want me to do that --

4 THE COURT: -- as far as testimony? I'm going to
5 give a chance to make an argument.

6 MS. WATTS: Okay.

7 THE COURT: But as far as testimony.

8 MS. WATTS: As far as testimony, I wouldn't be in my
9 living arrangement had the child support and alimony continued
10 to be paid. I would still be living in my address of 1419 36th
11 Street to this day. The living arrangement I'm in right now
12 would not be the living arrangement I would be in. It was not
13 a voluntarily choice on my part. I may be in a relationship,
14 but that doesn't mean that we were willing to take it to
15 another level. And it's not that level. It isn't.

16 We live in the same household. And there is nothing
17 more to that relationship other than we live in the same
18 household. And I would not otherwise had I still been able to
19 have the chance with the child support and alimony being paid
20 to live in my residence. I had been for five and a half years
21 prior to this, but when those funds, when Mr. Christensen just
22 cut off those funds, I no longer had the -- with my employment,
23 I even took on a second job and still did not have the
24 financial means to maintain my living arrangement as it was.

25 THE COURT: All right. Anything else? I don't want

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1 to cut you off, but when they send these cases back from the
2 appellate court, they've given me some direction on what I need
3 to do. So I just need to make sure I cover at least everything
4 that I thought that they wanted so, but I don't want to box you
5 in if there's something you want to say.

6 THE WITNESS: Well, I guess everything else -- I do
7 have more to say, but I guess I can say that in my argument.

8 THE COURT: Okay. All right.

9 THE WITNESS: If you're only asking me pertaining
10 to --

11 THE COURT: Just alimony. That's the only reason it
12 was sent back is the question of co-habitation so okay.

13 THE WITNESS: All right.

14 THE COURT: All right. Now hang on for just a
15 minute. Mr. Richards, I'm sure you've got some questions to --

16 MR. RICHARDS: I do, your Honor.

17

18 **CROSS-EXAMINATION**

19 BY MR. RICHARDS:

20 Q So just so we're clear, you moved into the home with
21 Will in January of 2015. Is that right?

22 A No, that is not correct.

23 Q When was it?

24 A I got evicted from my home on 36th Street in July of
25 2015.

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1 Q Okay.

2 A And from that eviction then I moved into the
3 residence there at 2270 West --

4 Q So July of 2000 --

5 A August is when I moved it.

6 Q August. Okay.

7 A Of 2015.

8 Q 2015. Okay. And you've lived there since?

9 A I have lived in that home since.

10 Q And it's true, is it not, that you share a bedroom
11 with Will?

12 A I do.

13 Q Sleep in the same bed?

14 A We do.

15 Q Have sexual relations?

16 A We do.

17 Q Okay. You share family time activities with him. Is
18 that correct?

19 A Well, we live in the same household. It's not two
20 separate households within the same household like my
21 ex-husband has. He's got two separate households within one.
22 So, yes, we do combine since the living arrangement is all one
23 combined living arrangement.

24 Q The fact of the matter is is that he's your kids',
25 and I'm saying your kids', the kids that you have with Brent,

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1 they call him stepfather, right?

2 A Well, you know some of them have done that. I do not
3 dictate that. Whatever choice they make is not what I dictate.
4 I'm not going to make my kids say one thing or another. If
5 they choose to say step dad because that's how they feel, then
6 that's their choice. It's not something I impose or I have
7 asked anyone to do.

8 Q I understand, but he does act in a position as step
9 dad. Isn't that correct?

10 A Does he help them?

11 Q Helps them with their homework?

12 A Homework.

13 Q Helps them with projects?

14 A With math because he's very good at math, sure. When
15 their father is not around and they are at my house, I'm
16 grateful he'll step in and actually help them with their school
17 work.

18 Q And, in fact, you've referred to him as you being in
19 a relationship with him, correct?

20 A Sure. We've been in a relationship. It doesn't
21 establish anything else just because we're in a relationship.

22 Q You refer to him as the handsome man of mine?

23 A Well, yes, that's generally a relationship, yes.

24 Q You refer to him as hard worker, amazing with our
25 kids?

1 A Because I'm combining his and mine saying ours like
2 he's amazing with his and he's amazing with mine. So our
3 encompassed -- not ours as in I'm referring to -- and you're
4 getting that off of Facebook. I'm not referring, our children,
5 mine and my ex-husband's children to him as ours. I'm
6 referring his and ours type of -- or his and mine to clarify.

7 Q Well, you also says he brings laughter, sarcasm and
8 wit to our family?

9 A Well, combining his child and my children, yes. I
10 mean you can take that in context anyway. It was off of
11 Facebook.

12 Q Well, let me show you what's been marked --

13 A I saw that in there.

14 Q As Plaintiff's Exhibit No. 5.

15 MR. RICHARDS: May I approach, your Honor?

16 THE COURT: Yes. You say it's Plaintiff's 5 or is
17 it --

18 MR. RICHARDS: Are we Petitioner's?

19 THE WITNESS: May I ask how you acquired those?

20 MR. RICHARDS: Respondent's 5 then.

21 THE COURT: Respondent's 5.

22 BY MR. RICHARDS:

23 Q That is a Facebook page that you post. Is that
24 correct?

25 A So I don't have my reading glasses. That appears to

COURT CERTIFIED DOCUMENT

1 be that I've done such.

2 Q And you recognize the pictures?

3 A I recognize those pictures.

4 Q Okay. And the writing on the right-hand side, great
5 big happy birthday to this incredible, awesome and handsome man
6 of mine. Those are your words?

7 A Yes.

8 Q You chose those?

9 A Yes.

10 Q When was this posted?

11 A It was posted February 23rd of 2016.

12 Q Okay.

13 A No, '15. Yeah, '16 --

14 Q 16?

15 A It was a year ago.

16 Q Okay. You were --

17 A This February would be a year because it was his
18 birthday last year.

19 Q All right.

20 A So February of the previous --

21 Q And that's where you talk about him being amazing
22 with our kids?

23 A And I meant that as his and mine meaning our.

24 Q And brings laughter, sarcasm, wit to our family. Let
25 me have you turn the page to the next picture.

1 You recognize that picture?

2 A Yes.

3 Q And that's a Christmas picture of?

4 A It was Christmas Eve.

5 Q Christmas Eve. And in that picture is Will and you
6 and Britney Christensen, Rene Rose is his child?

7 A She's mine.

8 Q Your child. Okay. Jared Rose is her husband?

9 A Uh-huh.

10 Q Tosser is a Christensen. Teal Christensen is -- or
11 Teal is a child too?

12 A Right.

13 Q Okay. Kaylee Morgan, who is that?

14 A That's his daughter.

15 Q His daughter. His being Will Morgan's?

16 A Uh-huh.

17 Q And Holly Christensen?

18 A Yes.

19 Q And this is a card you sent out on -- saying to all
20 of us -- from all of us to all of you Merry Christmas. And
21 then you list out all their names.

22 A It wasn't a card. It was a Facebook post actually --

23 Q Yeah, Facebook card, whatever you want to call it,
24 Facebook post?

25 A -- last Christmas.

COURT CERTIFIED DOCUMENT

1 Q Okay.

2 A And we were at my daughter's house.

3 Q Now, you've -- let me have you go back to Exhibit
4 No. 3 if you would. That would be Respondent's Exhibit 3.
5 Looks like this. This is also off your Facebook, correct?

6 A I'm assuming it is. He must have gotten these off of
7 one of our children's because he and I aren't friends on
8 Facebook.

9 Q I understand, but this would be a post off of your
10 Facebook. It shows that in the upper left-hand corner, does it
11 not?

12 A Oh, yeah.

13 Q Okay. And so you would have written the box in there
14 that says in a relationship with Will Morgan, correct?

15 A Well, Facebook automatically does that when you state
16 you're in a relationship and then it automatically posts it.

17 Q Okay. And so you're the one that stated that you're
18 in a relationship with Will Morgan?

19 A Uh-huh, that was --

20 Q Okay.

21 A That was a while ago, yeah.

22 Q That was January of '16, correct?

23 A I think that was.

24 Q Okay. And there's a heart there. That would have --

25 A Well, that's what Facebook does, yes.

COURT CERTIFIED DOCUMENT

1 Q Facebook puts that?

2 A Automatically.

3 Q All right. Now, that was -- actually wasn't that in
4 January 2015 that that was posted?

5 A Yes, it was.

6 Q Okay. I mean if you look on the left-hand side --

7 A Well, I'm trying to calculate by time, but, yes, it
8 was.

9 Q It shows 2015. So in January 2015 you were in a
10 relationship at that point with Will Morgan?

11 A And at that time I was living at 1419 36th Street. I
12 wasn't --

13 Q You didn't move in until August?

14 A Right, after I got evicted of nonpayment.

15 Q Okay. I'm assuming that you're friends with Will
16 Morgan on Facebook?

17 A Yes.

18 Q Let me have you turn over to the next exhibit,
19 Respondent's No. 4. That would be his Facebook page if you
20 look at the upper left-hand corner, correct?

21 A Uh-huh.

22 Q And on there there's a post from Tosser Christensen?

23 A I can't control what my children decide to write and
24 post. That's their choice.

25 Q In that Tosser says I'm thankful for my step dad,

COURT CERTIFIED DOCUMENT

1 does he not?

2 A He does say that, but I don't encourage it nor have I
3 imposed on any of them to do so. It is his personal choice to
4 say such a thing.

5 Q So Tosser assumes that you're in a family --

6 A You can't say that.

7 Q -- type relationship?

8 A You can't say that. I object to that question. You
9 can't say that he assumes anything. If he makes a choice to do
10 that, that's his choice. He is not going to assume my
11 relationship.

12 Q Okay. He did say that on a post that he put on --

13 A He does say that, yes, of his own will and accord.
14 No influence from me.

15 Q Now, you have been on vacations with Will, have you
16 not, to Zion's Park in August of 2016?

17 A Well, what constitutes a vacation? We took a trip to
18 do a hike and we came back.

19 Q Okay.

20 A We haven't actually gone -- I guess --

21 Q And that was to Zion's Park. Who went with you on
22 that trip to Zion's Park?

23 A I think it was Teal and Tosser, if I remember. It
24 was a while ago. In fact, I think that was either just before
25 I moved into that residence or about that time because that's

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1 how long ago that was. Since I've lived with him in that
2 house, I have not.

3 Q You went to Juab Lake with him, did you not?

4 A Yes, we did. I do recall that, yes.

5 Q And when was that? That was after August?

6 A Yes, that was. I do recall that now, yes. I do
7 recall that.

8 Q And how far away is Juab Lake? Is that in Juab
9 County, I presume?

10 A That was the first time I've ever even heard of it
11 and been there and that was --

12 Q How many day trip was that?

13 A Sorry?

14 Q How many day long trip was that?

15 A Oh, it was only a few hours.

16 Q Well, you had to drive down, I assume?

17 A Uh-huh, yeah, it's down by Lehi or something like
18 that or somewhere.

19 Q Okay.

20 A It's not a long trip. It's just down and --

21 Q You didn't stay overnight on that trip?

22 A Are you asking me if we stayed overnight?

23 Q I'm asking you whether you stayed overnight?

24 A We did stay one night in a tent, yes.

25 Q By Juab Lake?

COURT CERTIFIED DOCUMENT

1 A Uh-huh.

2 Q And on Zion's Park you stayed overnight how many
3 nights?

4 A Two nights.

5 Q Two nights on that. And you don't consider that to
6 be a vacation?

7 A Well, they are short trips. I guess a vacation to me
8 would be like actually taking off and actually taking a nice --
9 but like I said, I guess that constitutes what you're
10 definition of a vacation is.

11 Q Okay. You've taken other weekend trips to Will's
12 family cabins. Is that correct?

13 A No, I've --

14 Q Never been up to any of his family member's cabins?

15 A No, I'm not even aware that any of them have cabins.

16 Q Okay. You're not aware of that?

17 A I think that his sister's fiance has a cabin, but
18 we've never been there.

19 Q Okay. Have you been on any other overnight stays, if
20 that's the way you want to put it, where you stayed overnight
21 somewhere other than the residence with Will other than Zion's
22 and Juab Lake?

23 A No, I mean, we've taken some day trips, but I've not
24 recalled any other sleepover ones.

25 Q Okay. Where were the day trips to?

COURT CERTIFIED DOCUMENT

1 A Idaho.

2 Q Okay. And what would you do on those day trips?

3 A There were some mutual friends we went and saw that
4 we have. Some mutual friends. It was Pocatello actually.

5 Q Just you and he or did you have other family members
6 with you?

7 A No, it was just him and I, a couple of times, yeah,
8 because we are in a relationship so we have mutual friends.

9 Q Okay.

10 A And so we did go and see those mutual friends, but
11 those were just up and back trips. Those weren't --

12 Q Okay. Just trips. You're sharing expenses at the
13 home, are you not?

14 A I pay rent.

15 Q Okay.

16 A And I pay for all of the groceries and the sundries,
17 anything needed, but I do pay him rent.

18 Q So you pay money toward the mortgage payment or you
19 pay him rent?

20 A I have a rental agreement. So however he allocates
21 that after I pay him is up to him.

22 Q Okay. And then you pay for all of the food, correct?

23 A I do because there's --

24 Q For both yourself, your kids, he and his child?

25 A And the reason why we made that agreement was because

1 there was me and four. There's five of us moving into his
2 house versus his two. So I made an agreement along with that
3 rental agreement that I would just pay for all the food since I
4 had the insurmountable amount of mouths to feed.

5 Q Okay. And you pay for all the other things like --

6 A I pay for the toilet paper --

7 Q -- toilet paper and cleaning?

8 A -- and cleaning supplies, yep, because where there's
9 five of us versus his two.

10 Q All that kind of stuff. Okay. And he pays for part
11 of the mortgage payment?

12 A Well, he pays the mortgage and utilities, however he
13 allocates the rents that I give him.

14 Q Do you know how much the mortgage is?

15 A I don't know the exact amount of the mortgage. We
16 don't discuss --

17 Q Approximate?

18 A Is that relevant? We don't discuss his bills and he
19 doesn't discuss my bills.

20 Q But you know that -- I mean it's not like he's paying
21 \$10,000 a month for a mortgage?

22 A I'm sure he's not, but I don't know the exact amount.
23 I couldn't give you the exact amount.

24 Q Do you have the approximate amount?

25 A I would assume his mortgage is anywhere from -- I

COURT CERTIFIED DOCUMENT

1 mean I don't know the relevancy. Like I said, we don't discuss
2 his bills and he doesn't discuss my bills. We do not discuss
3 each other's accounts.

4 Q Okay. And I'm not asking you that. I'm asking you
5 what you believe --

6 A I'll assume it's anywhere from 800 to 1200 a month in
7 mortgage. I'm going to assume.

8 Q Okay. And utilities would be probably in the
9 400-dollar range between electric, gas?

10 A I have no idea on utilities. I'm sorry. I've never
11 even looked at the utilities. I've never even taken a look at
12 them. I do not know.

13 Q I only --

14 Q How big a house is this?

15 A It's a five bedroom house. It's just maybe --

16 Q Medium sized home?

17 A It's not a very big house. It's smaller bedrooms,
18 but it's -- we're on top of each other.

19 Q So as far as a best estimate as far as utilities
20 would probably be about four or \$500 a month?

21 A I really couldn't say.

22 Q Don't know. Okay.

23 A I'm so sorry. I've never even looked at the
24 utilities.

25 Q Assuming it was and it's at 1200. That would be a

1 total of 1700. And you're paying over half of that?

2 A I'm paying over half of that? Well, I pay --

3 Q Well, if you pay \$900.

4 A Our rental agreement is 500 a month in rent.

5 Q It's 500 a month?

6 A Yeah, there's a copy of it in the -- I mean you have
7 it in the -- in my (inaudible) brief which my (inaudible) brief
8 is on my table there.

9 Q So you have -- you're paying \$500 a month plus all
10 the food plus all of the other things, sundry items, toilet
11 paper and cleaning stuff and all of that stuff. All right.

12 A I don't know where you're leading with that as far as
13 his --

14 Q I'm just getting some facts on the record is what I'm
15 trying to do.

16 A Some --

17 Q Okay. Do you date anybody else?

18 A Do I date anybody else?

19 Q Yeah, other than Will or is he your sole
20 relationship?

21 A Well, I'm not in the habit of just dating around.

22 Q And neither is he, is he?

23 A No.

24 Q Okay.

25 A Again, that doesn't establish co-habitation just

1 because I'm not dating somebody else.

2 MR. RICHARDS: That's all the questions I have, your
3 Honor.

4 THE COURT: Okay.

5 MR. RICHARDS: Oh, just a moment. I do have one
6 more.

7 BY MR. RICHARDS:

8 Q Have you been up with Will to a cabin owned by Andrea
9 Brooksby (phonetic) with Will?

10 A No, there is no cabin owned by Andrea Brooksby.

11 Q Or one that she has access to? Not that you're aware
12 of?

13 A The way you're asking -- my friend Andrea Brooksby
14 does not own a cabin.

15 Q Does she have access to a cabin?

16 A Not particularly, no. I mean, I guess anybody could
17 rent a cabin or have a cabin, but no.

18 Q Have you been into a cabin with Will that would be
19 through your connections with Andrea Brooksby and stayed
20 overnight?

21 MS. WATTS: Your Honor, I object. I don't understand
22 where -- I would like to know what his reason is for this line
23 of questioning.

24 MR. RICHARDS: Your Honor, I'm just trying to
25 establish the criteria set forth.

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1 THE COURT: Go ahead.

2 THE WITNESS: There was -- it was -- it could have
3 been during the time Andrea's husband and herself rented a
4 cabin.

5 BY MR. RICHARDS:

6 Q Okay.

7 A But it was --

8 Q And you and Will went up there with them?

9 A Yes, but that timeframe was about two -- two -- it
10 could have been even before I moved into that residence. It
11 was right around that time. It was that long ago.

12 Q It was while you were in the relationship?

13 A Yeah, of course we were in the relationship.

14 Q Okay.

15 A Of course we had --

16 Q And you stayed overnight there?

17 A We did stay a night.

18 Q Slept in the same bedroom?

19 A Yes, we did.

20 MR. RICHARDS: That's all I have.

21 THE COURT: All right. Let me ask you a couple more
22 questions.

23

24 **REDIRECT EXAMINATION**

25 BY THE COURT:

COURT CERTIFIED DOCUMENT

1 Q Go back to one of these hallmarks of the Court of
2 Appeals. They talk about whether or not you share your
3 decisions, life decisions jointly. Are you involved, in other
4 words, does Will have any input, does he get to say anything
5 about, for example, how you raise your kids or what your kids
6 are doing or?

7 A No, I mean does he say opinions, yes, but no he does
8 not have any say, no, nor do I on his. He has all --

9 Q As I recall you have three?

10 A I have four.

11 Q Four kids. Okay.

12 A Yes.

13 Q And how old are they now?

14 A The twins are 18 now. They are seniors at Ogden
15 High. Holly is 17. She's a junior at Ogden High and Britney
16 is 14 and she's a freshman at Mount Fort Jr. High.

17 Q So -- but you're saying that Will doesn't have any
18 say as to activities they are involved in or -- he helps with
19 the homework I think you said, but --

20 A You know if they come and ask for him for help, he's
21 very willing to help them.

22 Q But does he have any input on what they do as far as
23 like extracurricular activities or anything like that?

24 A No. Nothing.

25 Q Okay. And then we talked about taking a trip to

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1 Zion's Park. And you said you stayed two days or one day or
2 how long?

3 A Like I said, that was either just before I moved in
4 that place or just -- because it was that long ago, but we did
5 stay two days doing hiking.

6 Q When was it you went to Zion's, do you remember?

7 A It was -- it was in 2015. And if I recall, it was
8 either -- I think it was July or August of 2015. It was right
9 around the eviction, my whole moving. It was right at that
10 timeframe. It was July or August of 2015 is when we took that
11 Zion's trip.

12 Q So two day trip to Zion's. And any other trips that
13 you've been involved in?

14 A We did take that Juab and I had forgot about that
15 one.

16 Q So there was one at Zion's and --

17 A And that was one day or a one night over.

18 Q Okay. And you say that's just a two hour trip to get
19 there?

20 A Yeah, it's about a two or three hour -- it might be
21 three hours. I can't remember how far Juab is. I don't know
22 the -- I'm not from Utah so I don't know the whole --

23 Q So other than the trip to Zion's and the trip to
24 Juab, any others you can think of that you've gone on with him?

25 A Not on overnights other than the one that we --

COURT CERTIFIED DOCUMENT

1 Q Okay. But just as far as overnights?

2 A Mr. Richards mentioned about the cabin that they
3 mentioned.

4 Q Okay.

5 A Was that an overnight too?

6 A That was an overnight.

7 Q And when was that?

8 A That was also -- oh, that was September of 2015
9 because that was for my girlfriend's husband's -- it was his
10 birthday and that was September of 2015.

11 Q How long were you gone to the cabin?

12 A It was just a one day over --

13 Q One day.

14 A -- over, yeah.

15 Q All right. So we've got two day trips to Zion's in
16 July or August of 2015. You've got the trip to Juab Lake which
17 is just a one day?

18 A It was a one night over.

19 Q And then you've got the cabin in September 2015,
20 again, one day?

21 A Right, one night over, yeah.

22 Q Any others you can think of?

23 A Not for overnights, no.

24 Q Okay. And then what about just day trips? How many
25 day trips would you say you've been involved with?

1 A We've -- well, I can only think of two day trips that
2 we've been on, on full day trips that took us from morning
3 until night.

4 Q And do you remember where those were, where you went?

5 A One was in Pocatello, Idaho, and the other was in
6 Idaho Falls, Idaho.

7 Q Okay. And what were you -- what did you go for?

8 A We just went to visit some mutual friends.

9 Q Just to visit?

10 A Uh-huh.

11 Q Okay. And that was family you say?

12 A It was just him and I.

13 Q All right. No weekend trips, just a couple of day
14 trips then and you think there were just two of them?

15 A I work too much. I don't get to have that luxury.

16 Q All right. Let me just check and make sure. You
17 think the amount that you're paying for rent is about \$500 a
18 month?

19 A Yes, that's our rental agreement is \$500 a month.

20 Q And then you said you pay for the food. Do you have
21 any idea how much you're paying for food?

22 A Um, boy, we calculated. It's usually about, and I
23 spend modestly so it's about \$700 a month.

24 Q How much?

25 A \$700.

1 Q 700?

2 A Well, and that would include also like cleaning
3 supplies, garbage bags, if needed, things like that too, but
4 it's an average of \$700 a month. And that's pretty modest, but
5 it's about all I can afford. I try and make it all fit.

6 Q All right. I need to make sure I got everything, at
7 least from -- all right. And no vacations?

8 A Other than what was stated --

9 Q Okay.

10 A -- there's not been, no.

11 Q All right. Now, anything else you wanted to say
12 about this? We're not trying to box you in, but I just want to
13 make sure I got answers because the record is going to go back
14 up to the Court of Appeals and I just want to make sure that
15 we've got everything on the record that we can.

16 A Well, I do want to testify that this whole issue of
17 co-habitation that is brought forth before the Court right now
18 wouldn't even be an issue if Mr. Christensen had continued to
19 pay the child support and alimony as stated by your Honor's
20 order dated October 10th, 2012. When he made the threat to me
21 to retire or that he was going to retire and threatened that
22 when he had checked with ORS that he was not going to be
23 garnished, he had made that threat to me then that he was going
24 to stop paying of which he did make good on. He did stop
25 paying me.

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1 Thankfully I had someone that I was close to that had
2 a place that allowed me to come stay when I got evicted and
3 couldn't pay the rent and utilities any longer. This Court is
4 well aware of the long process and procedure and the
5 appellate -- the appeal and everything that we've been through
6 over this. I would still, and I will testify, be living at my
7 home, 1419 36th Street that I lived in for five and a half
8 years prior to all of this happening with my children, I would
9 still be at that address to this day.

10 My hand was forced. And I feel that that was
11 calculated on Mr. Christiansen's part. He had a lot to gain in
12 forcing me into a position I really didn't want to be in. So I
13 moved somewhere I really didn't feel -- it wasn't a voluntary
14 move. I will testify that was not a voluntary move. I felt I
15 had no family to go to. I didn't. I had no family. I had
16 nowhere to go. When that eviction notice came in -- and I have
17 to hand it. I have a wonderful landlord. Very nice guy. He
18 felt bad too, but he needed to be paid and I understood that.
19 I enjoyed living there for the five and a half years and having
20 him as my landlord, but moving out was not my choice.

21 Moving in with Will Morgan in that address was not my
22 choice. It was -- luckily it was there when I needed somewhere
23 to go. And he has been nice to me and the kids.

24 THE COURT: All right. Any other questions?

25 MR. RICHARDS: I just have a couple of follow-ups,

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1 your Honor.

2 THE COURT: Okay. Go ahead.

3

4

RE-CROSS-EXAMINATION

5 BY MR. RICHARDS:

6 Q On this Idaho trip, these two Idaho trips, you went
7 to visit you said relatives of some sort, somebody's friends or
8 relatives?

9 A Some mutual friends. Well, it was a mutual friend on
10 one trip and it was his sister on another.

11 Q So his sister on one and then a friend that -- who
12 introduced you to that friend or did he introduce you to that
13 friend?

14 A Well, that friend was his friend that was introduced
15 a while back, yes.

16 Q Okay. So they were basically -- well, one was his
17 sister. The other was a friend of his that ultimately became a
18 friend of yours because of your relationship with him?

19 A Well, I mean I was introduced through him to her.

20 Q Okay. All right.

21 A But she is a very close friend of mine now.

22 Q Okay. Good. And have you been on any overnight
23 trips with your kids since August of 2015?

24 A Just me and my children?

25 Q Yeah, like take them to Disneyland or something?

COURT CERTIFIED DOCUMENT

1 A No, I don't means for that.

2 MR. RICHARDS: That's all I have.

3 THE COURT: Let's see. Were you going to offer those
4 exhibits that you referred to?

5 MR. RICHARDS: I am, your Honor. There's one more
6 that I need to --

7 THE COURT: Okay. I just didn't want it to fall
8 through the cracks.

9 MR. RICHARDS: No, I intend to do it, but I need to
10 put my client on.

11 THE COURT: Okay.

12 MR. RICHARDS: Because there's one or two more.

13 THE COURT: All right. And you said, Elena, that you
14 moved in with Will, it was about January of 2015. Is that
15 correct?

16 THE WITNESS: No, it was actually August of 2015.

17 MR. RICHARDS: I think she got into the relationship
18 in January of 2015.

19 THE COURT: Okay. Relationship started but then you
20 moved in in July?

21 THE WITNESS: August.

22 MR. RICHARDS: I think she said August.

23 THE COURT: August. Okay. All right. August 2015,
24 right?

25 THE WITNESS: Yes.

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1 THE COURT: Okay. All right. Thank you. Appreciate
2 it. And I'll give you a chance to argue the case when we
3 finish, but I want to get the testimony down first. So is
4 there any other evidence or any other exhibits or anything else
5 you wanted me to consider as far as evidence?

6 THE WITNESS: On this matter?

7 THE COURT: Uh-huh.

8 MS. WATTS: I don't have anything.

9 THE COURT: All right. All right. Mr. Richards, did
10 you want to --

11 MR. RICHARDS: I'd like to just briefly put my client
12 on.

13 THE COURT: Okay.

14 BRENT CHRISTENSEN

15 Called by the Respondent, being first

16 duly sworn, testified as follows:

17 THE CLERK: Do you solemnly swear that the testimony
18 you are about to give in this matter will be the truth, the
19 whole truth and nothing but the truth, so help you God?

20 THE WITNESS: Yes.

21

22 DIRECT EXAMINATION

23 BY MR. RICHARDS:

24 Q State your name and spell it if you would, please?

25 A Brent Christensen, B-r-e-n-t, C-h-r-i-s-t-e-n-s-e-n.

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1 Q Okay. And I want to talk to you about some of these
2 exhibits that we have in this binder in front of you. If I
3 could have you open that up and go to Exhibit No. 1.

4 What is that?

5 A This is a photocopy that I took off my phone. Elena
6 had texted me. You can see above I was asking questions about
7 the kids that she didn't answer but --

8 Q But the important portion of this, the reason we're
9 including this is what?

10 A Well, she made the announcement to me that time which
11 was like Monday, July 29th, I think.

12 Q This says Wednesday, July 29th, on it, but.

13 A Oh, Wednesday, July 29th, yeah, sorry.

14 THE COURT: I didn't hear that. What was that?

15 MR. RICHARDS: It's Wednesday, July 29th.

16 BY MR. RICHARDS:

17 Q Could you read that? This is a portion that she sent
18 to you by text.

19 A Yes.

20 Q Read that portion?

21 THE COURT: This year or?

22 MR. RICHARDS: 2015. I think it will be clear from
23 the --

24 THE COURT: Okay.

25 MR. RICHARDS: Go ahead and read it.

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1 THE WITNESS: For your information as of
2 August 1st, 2015, I will officially have a new address. The
3 kids and I are moving, 2270 West 4550 South, Roy, 84067.

4 BY MR. RICHARDS:

5 Q Okay. Let me have you go to Respondent's Exhibit
6 No. 2 which would be the next one. Can you explain what that
7 is?

8 A Okay. This is Will Morgan's Facebook page.

9 Q And how did you get this?

10 A I just typed Will's name into the search window there
11 at the top.

12 Q Okay. And then to the right of that it has Brent.
13 Is that you?

14 A Yeah, it's my Facebook account.

15 Q But you can get on somebody else's Facebook?

16 A Yeah, even though you're not friends if they haven't
17 blocked you, you can access their page. Sometimes you're only
18 limited to a certain amount of information off their page and
19 sometimes it's unlimited but.

20 Q Okay. So on that you printed out a page of his
21 Facebook. Is that correct?

22 A Yeah, the profile page.

23 Q Which would be the first page?

24 A Yeah.

25 Q Okay. And in that does he describe his -- any

1 relationship?

2 A Yeah, it says that he's in a relationship, again,
3 with a big heart by it, and says in a relationship since
4 January of 2015 which coincides with the petitioner's Facebook
5 post that she made.

6 Q Let me have you go to Exhibit No. 3. Actually we've
7 already talked about that with Ms. Watts so, but this is a
8 Facebook picture that you were able to get ahold of?

9 A Yes.

10 Q Off of her Facebook, correct?

11 A Yes.

12 Q Okay. Let's go to Exhibit No. 4. And I talked about
13 this a little bit with Ms. Watts, but this is a -- well,
14 describe to the Court what it is.

15 A Okay. Again, accessing Will Morgan's Facebook page I
16 went down, scrolled down through his timeline and I saw this
17 post that my son had made on Facebook.

18 Q And his name is?

19 A Tosser Christensen. And then he not only posted on
20 Facebook, but he then posted it on Will's timeline.

21 Q Okay. And what does it say in there that's of any
22 import?

23 A Well, he's talking about all the things he's thankful
24 for and he goes through his family members. And then when he
25 comes to Will, he says I'm thankful for my step dad. He has

1 gone through a lot in his life and dealing with five kids,
2 that's including his own, can be really tough sometimes, but he
3 fights through it and makes the better out of it. Plus, who
4 wouldn't want a step dad that loves guns, like, it's so sweet.

5 Q And you have how many kids with Elena?

6 A Four.

7 Q And so he would have one. So that's where they get
8 the No. 5, I presume?

9 A Yeah, yeah, my four kids and Will's daughter Kaylee
10 makes five.

11 Q That was my question. You put it better than I did.
12 Next exhibit is No. 5. And I think she has already testified
13 to that, she meaning Ms. Watts, and so I'll skip over that.

14 And also she's testified to -- well, Exhibit 6,
15 that's a photograph, correct?

16 A Yes.

17 Q Well, describe to the Court what that is?

18 A Well, we used to just mail out Christmas cards all
19 the time, but now that we're in the digital age it saves a lot
20 of money to just send out a Facebook post as your Christmas
21 card.

22 Q Okay.

23 A And then you don't have to mail a Christmas card to
24 your Facebook friends. They have it. And that's exactly what
25 this looks like to me is a family Christmas card. It says from

1 all of us to all of you. Merry Christmas.

2 Q And then can you point out all the people on that
3 picture?

4 A Yes, starting from the left-hand side that is Will
5 Morgan and then Elena Watts.

6 Q Okay.

7 A Our daughter, Britney Christensen.

8 Q Okay.

9 A Elena's daughter from her first marriage to Shawn
10 Watts named Renee Rose because she's now married. And next to
11 her is Jared Rose, her husband.

12 Q Okay.

13 A And then our son Tosser Christensen. Our daughter
14 Teal Christensen. The next girl is Kaylee Morgan which is
15 Will's daughter.

16 Q And that's the one that lives with him and Elena?

17 A Yes.

18 Q And your kids when your kids are over there?

19 A Yes, Kaylee is his daughter that lives with them that
20 they consider part of the family. And then the last one in the
21 picture is Holly Christensen.

22 Q So who is that?

23 A Holly is mine and Elena's daughter.

24 Q Thank you.

25 MR. RICHARDS: Your Honor, I'd move for admittance

1 into evidence Respondent's Exhibits 1 through 6.

2 THE COURT: Any objection, Ms. Watts, if we receive
3 those?

4 MS. WATTS: No.

5 THE COURT: All right. So we'll admit one, two,
6 three, four, five and six.

7 (Respondent's Exhibit Nos. 1 through 6 were received into
8 evidence.)

9 MR. RICHARDS: Your Honor, again, that's all the
10 questions I have.

11 THE COURT: All right. Ms. Watts, any questions for
12 Mr. Christensen?

13 MS. WATTS: I do have a few.

14 THE COURT: Go ahead.

15

16 **CROSS-EXAMINATION**

17 BY MS. WATTS:

18 Q So on Exhibit 1 where I state to you that I have
19 changed my address, you agree that's just an address change?
20 That doesn't constitute or state that I'm actually moving in
21 with someone. It's an address change due to an eviction. Do
22 you agree that that's nothing more than just an address change?

23 A Well, I happen to know that that's where Will lived.

24 Q It may be where someone else lives, but it's --

25 A So I knew you were moving in with Will just by seeing

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TRIAL EXHIBIT

#3



Elena Watts Timeline Recent

Add Friend

Recent

2014
2013
2012
2011
2010

Admissions Advisor at Management & Training Corporation

Studied Paralegal Certification at Weber State University

Lives in Ogden, Utah

In a relationship with Will Morgan

From Harborcreek

FRIENDS · 4 Mutual



Tasser J. Christensen



Teal Christensen



Brochel Blanchard



Audrey Alexander

PHOTOS



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Brochel Blanchard and 47 others like this.



Yvonne Churchill Ha! This is my contact pic of you!

January 8 at 12:24pm · 1



Stacie Morris Beautiful!!!!!!

January 8 at 1:44pm · 1



Elena Watts with Will Morgan

January · 1



In a Relationship with Will Morgan

January



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Jonai Danielle Yay!

January 21 at 9:59am · 1



Sandra Verdoni Yvonne you're beautiful, happy for you. Pray you are healthy and happy. S. Verdoni

January 21 at 12:28pm · 1



Elena Watts Lol...Sandra Verdoni, I know, it's hard to tell us a part... Yvonne Churchill and I got a kick out of it. Thank you so much for your kind words.

January 21 at 12:38pm



Brook Erica Yeeeeeeeeeeeeees!

January 21 at 5:55pm · 1



Elena Watts updated her cover photo.

December 11, 2014 · 1



TRIAL EXHIBIT

#6




From all of us, to all of you, MERRY CHRISTMAS 🎄 — with [Brittney Morgan](#), [Renea Rose](#), [Jared Rose](#), [Tosser J. Christensen](#), [Teal Christensen](#), [Kayley Morgan](#) and [holly christensen](#).

👍 Like 💬 Comment

👍❤️ 77

 **Wendy Simper Anderson** Merry Christmas Will Morgan!

Like · Reply · December 27, 2016 at 12:23am

 **Will Morgan** Thanks Wendy! Merry Christmas to you as well, I hope all is well!
Like · Reply · December 27, 2016 at 6:23am

 Write a reply... 🗨️ 📷 📧 🗑️

 **Angel A. McClellan** Awe so cute family. Miss you guys.

Like · Reply · December 28, 2016 at 4:23pm

 Write a comment... 🗨️ 📷 📧 🗑️