

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

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APR 07 2004

TERESSA GARDINER,

Plaintiff,

v.

JERRY GARDINER, JR.,

Defendant.

ALASKA LEGAL SERVICES
CORPORATION

Case No. 3AN-03-11696 CI

DECREE OF DIVORCE

This case came on regularly for trial on December 5, 2003, before the Honorable John Reese of the Superior Court, sitting at Anchorage, Alaska. The plaintiff, Teressa Gardiner, appeared in person and through counsel Marguerite Humm and James J. Davis, Jr. of Alaska Legal Services Corporation. The defendant, Jerry Gardiner, Jr., appeared telephonically. The record shows that the defendant was duly served with the summons and complaint for divorce. The defendant filed an answer, and the matter proceeded to trial. The testimony of the parties and their witnesses having been heard, and the Court being fully advised in the premises, and having entered its Findings of Fact and Conclusions of Law;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1.

A decree of divorce is issued forever severing the bonds of matrimony now existing between the parties.

DEC 30 2003

LAW OFFICES OF
ALASKA LEGAL SERVICES CORPORATION
ANCHORAGE AND STATEWIDE OFFICE
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2.

The plaintiff is awarded primary physical custody and sole legal custody of the parties' minor child, Krystin Gardiner, born February 2, 2003, with restricted rights of visitation in the defendant.

3.

The defendant shall have restricted rights of visitation with the minor child as follows:

- a. Defendant will have visitation with the minor child one time per week;
- b. Visitation shall be supervised by a professional supervisor at Salvation Army Booth Memorial Home;
- c. Defendant is responsible for paying the cost of supervised visitation;
- d. Defendant shall notify the plaintiff of his intention to exercise the above visitation by faxing a written notice to plaintiff at 562-4061 at least seven (7) days prior to the proposed visitation.

4.

In addition to and as condition concurrent with the above noted visitation, defendant shall enroll in and complete the following programs:

- a. A state certified domestic violence intervention program that is at least twenty-eight (28) weeks in length; and
- b. Three (3) different parenting classes or programs that address the needs of children that are Krystin's age.

Defendant shall provide proof of the above to plaintiff's counsel as soon as defendant enrolls in the above programs and defendant shall also, contemporaneous with the enrollment in the above programs, execute appropriate releases so that plaintiff can verify that defendant is compliant with the above conditions.

5.

The defendant shall be responsible for arranging and paying the full transportation costs for each visitation with the child.

6.

The defendant will pay to the plaintiff Four Hundred Thirty-Six Dollars and Fifty Cents (\$436.50) per month for the support and maintenance of the minor child. This obligation shall commence on December 5, 2003 and shall continue until the child reaches the age of majority, marries or is otherwise emancipated. Support shall continue past the child's eighteenth (18th) birthday, while the child is eighteen (18) years old, if the child is:

- a) unmarried,
- b) actively pursuing a high school diploma or equivalent level of technical or vocational training, and
- c) living as a dependent with plaintiff or a designee of plaintiff.

7.

All child support payments shall be made to the Child Support Enforcement Division, located at 550 West 7th Avenue, 4th Floor, Anchorage, AK 99501.

8.

The defendant will provide health care coverage for the minor child, whenever it is available to him at reasonable cost, and will cooperate with the plaintiff in filing claims under the defendant's health care coverage policy. The parties will split equally the cost of insurance which is \$97.94 per month, with each party's share being \$48.97. As reflected in the DR-300 (Child Support Order), the plaintiff's share of health care coverage will be deducted from the defendant's monthly child support obligation of \$436.50.

9.

The parties will split equally the cost of health care expenses not covered by insurance. A party shall reimburse the other party for his or her share of the uncovered

expenses within 30 days of receipt of the bill for the health care, payment verification, and, if applicable, a health insurance statement indicating what portion of the cost is uncovered. Reasonable, uncovered expenses exceeding \$5000 in a calendar year will be allocated based on the parties' relative financial circumstances when the expenses occur.

10.

The defendant shall be solely responsible for the following debts: Cornerstone Credit in the amount of \$65.01. The defendant shall hold harmless and indemnify the plaintiff with regard to that debt.

11.

The plaintiff's prior name of Fauver is restored to her.

DATED AND ENTERED this 5th day of April, 2004



John Reese
JUDGE OF THE SUPERIOR COURT

4/6/04

The above was mailed to each of the following
their addresses of records:

Hemm/J Sardinier

Bradinsky