



**BRITTANY R. BROWN #12636 OF
RICHARDS & BROWN P.C.**
Attorney for Katarina
938 University Park Blvd., Suite 140
Clearfield, UT 84015
Telephone: (801) 773-2080
Facsimile: (801) 773-5078
E-mail: brittany@richardsbrownlaw.com

**IN THE FIFTH JUDICIAL DISTRICT COURT
WASHINGTON COUNTY, STATE OF UTAH**

<p>In the Matter of the Marriage of:</p> <p>JOSEPH NIELSON,</p> <p>Petitioner,</p> <p>vs.</p> <p>KATARINA NIELSON,</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Civil No. 234500432 Judge Ludlow</p>
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WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody submitted to the Court, and based thereon, it is hereby ordered, adjudged and decreed as follows DECREE OF DIVORCE:

- 1) **JURISDICTION & RESIDENCY:** Joesph was for more than three (3) months prior to filing this action an actual and bona fide resident of Washington County, State of Utah.
- 2) Katarina relocated to Davis County Utah prior to the divorce action being filed.
- 3) Washington County Jurisdiction is proper in this Court pursuant

to Utah Code Ann. §§ 78B-13-202 and 78B-13-203.

4) The minor children have resided in Utah for more than six months and Utah is the minor children's home state.

5) Venue is proper in this Court pursuant to Utah Code Ann. §78B-3-301.

6) **MARRIAGE STATISTICS & GROUNDS FOR DIVORCE:** The parties were married on December 19, 2012 and separated in April 2023.

7) During the course of the marriage there have been irreconcilable differences that make the continuation of the marriage impossible and the parties are granted a divorce on the grounds of irreconcilable differences.

8) **CHILD CUSTODY:** There have been two minor children born as issue of the marriage to wit: L.K.N. born November 2018; and M.A.N. born October 2020.

9) The parties are awarded joint physical custody. Katarina shall be the primary parent and shall have 243 overnights per year and Joseph shall have 122 overnights per year. The schedules are as follows:

a. **School year until oldest is in kindergarten.** Joseph shall have alternating weekends Thursday until Sunday evening during the school year. The parties shall split the transportation

and meet in Fillmore for exchanges unless otherwise agreed in writing.

b. School year once the oldest is in kindergarten. Joseph shall have alternating weekends Friday until Sunday evening during the school year. The parties shall split the transportation and meet in Fillmore for exchanges unless otherwise agreed in writing.

c. Summer parent-time while Joseph in Washington County. The parties shall alternate summer on a week-on/week-off schedule. This time shall begin the first full week following the conclusion of school and end one full week prior to the beginning of school. The parties shall split the transportation and meet in Fillmore for exchanges unless otherwise agreed in writing.

d. Katarina's residence shall be the primary residence for school purposes.

e. Joseph's relocation. In the event Joseph relocates within one hour of Davis County, Joseph may elect to exercise parent-time consistent with U.C.A. §30-3-35.1 if in the children's best interest. This would be Joseph having each Thursday from afterschool until Friday at 8:00 a.m. or when school begins each week and alternating weekends Friday after school until

Monday at 8:00 a.m. or when school begins. It is agreed that Katarina will be the primary parent and for no additional litigation to occur if Joseph relocates. Exchanges shall occur at school when possible.

10) For legal custody, the parties shall discuss all major decisions with one another. If there is no agreement on the major decision, the parties shall look to a professional in the field (i.e. child's doctor on medical issue, etc.) and discuss again favoring the professional's opinion. If there is still no agreement, the parties may mediate formally or informally. If there is still no agreement, Katarina shall make the final decision and Joseph may object to the Court.

11) The Parties shall alternate holidays in accordance with Utah Code section 30-3-35 with Joseph designated as the non-custodial parent for this purpose with the parties not exercising the single day holidays.

12) PARENTING PLAN: The parties shall incorporate the following parenting plan into the decree of divorce:

a. The parties believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children and that their focus is the needs and interests of the children.

b. The parties realize that both of them are important to the children; that the children need their active support, and the

parents agree to respect each other's role as a parent and their decisions with regards to the children.

c. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A. §30-3-33 in giving special consideration to make the children available for funerals, weddings, or significant events.

d. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.

e. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the children.

f. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided.

g. The parents understand that consistency between the households is important regarding the children's schooling, discipline, etc.

TIME SHARING AND RESIDENTIAL PLAN

h. The parties agree that they will have the children ready and available for all visits or exchanges.

i. The parent with the children during their parent time will ensure that the children arrive to school on time, is picked up on time and that they complete any and all assigned homework. The parents will discuss the children's homework and school

activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences.

j. While the children are with a parent, that parent shall provide them with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the children. That parent will also ensure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order.

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

l. If either parent is going out of town with the children, that parent shall provide to the other the address and telephone number of where the children will be prior to travel taking place as well as any flight arrangements or travel plans. Any out-of-state or country travel with the children shall require a minimum of 30 days' notice to the other parent.

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

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

SHARING OF INFORMATION

- o.** The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the children's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.
- p.** The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the children.
- q.** The parents will notify the other parent of illnesses the children may have when they are at the individual homes.
- r.** The parents will discuss any problems either one of them is experiencing with disciplining the children and they will work together to enforce similar discipline plans/goals at each home.
- s.** The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the children.
- t.** The parents agree not to place the children in the middle of their communications or conflicts that may arise, if any. They will not probe or question the children regarding the other parent, send messages to the other parent through the children disparage or degrade the other parent in the presence of the children or allow third parties to do so.

MAJOR DECISIONS AND DISPUTE RESOLUTION

- u.** The parents agree that all major decisions concerning the children including health, education, religion, day care, activities, and general welfare will be discussed, and that they will both have input as to what is in their children 's best interests if there is no agreement, Katarina shall make the final

decision subject to Joseph's right to request mediation or bring the issue back to court.

*End of Parenting Plan

13) CHILD SUPPORT: Joseph works earning \$6,666 from one full-time position

14) Katarina works earning \$6,250 per month from one full-time position.

15) Child support is calculated on a joint custody worksheet with Joseph having 4 overnights every two weeks during the school year and week-on/off during the summer which is Katarina having 243 overnights per year and Joseph having 122 overnights per year. Child support shall be paid by Joseph to Katarina in the amount of \$400 per month. This support shall begin as of September 2023. Child support is due by the 20th of each month. If Joseph relocates, the parties shall exchange pay information and recalculate child support with Katarina having 220 overnights and Joseph having 145 overnights.

16) Child support shall continue until such time as the minor child(ren) reaches the age of majority or graduate from high school during her normal and expected year of graduation, whichever occurs later, pursuant to Utah Code Annotated §78B-12-219.

17) That an order for child support should include, as a means for collecting child support, a provision for universal income withholding pursuant to Utah Code Annotated §62A-11-403, et seq.

18) The parties shall split the costs of agreed upon in writing extra-curricular activities for the minor children.

19) The parties shall split any school fees and mandatory costs of the minor children.

20) CHILD CARE: The parties shall equally split the cost of any daycare expenses incurred for the child for work-related care with the division being that Katarina will pay the child care while the children are in her care and custody and Joseph will pay the child care expenses while the children are in his care and custody.

21) MEDICAL: The parties shall each be ordered to maintain insurance for the children so long as it is available to them at a reasonable cost through their employment. Joseph currently has insurance and shall maintain that insurance for the benefit of the minor children. Katarina and Joseph shall each pay one-half of the children's pro rata share of the medical premium costs. If Katarina obtains insurance, the children shall be double covered with each parent paying their own insurance premium costs. The parties shall equally split any non-covered out of pocket medical expenses for the children 50/50.

22) The party incurring the medical expense shall provide written receipt within 30 days and the other party shall pay their share within 30 days.

23) The parties shall discuss all elective medical expenses with orthodontic care and therapy being equally split.

24) TAXES: The parties shall each claim one child for purpose of taxes. Upon only one child remaining, the parties shall alternate claiming the child with Katarina claiming the child odd numbered tax years and Joseph claiming the child even numbered tax year. Joseph's right to claim the children for taxes is dependent upon being current on child support by December 31 of the claiming year.

25) REAL PROPERTY: The parties have real property in Washington and in Fruit Heights. The parties shall each be awarded their equitable share of equity from both properties.

26) The Fruit Heights property shall be listed for sale with Justin Green within 30 days. Upon the sale of the home, the parties shall pay off the mortgage obligation, the cost of sale of the home to include closing costs, any necessary repairs to effectuate the sale of the home, and then any remaining amount is the net equity and that net equity shall be split with Katarina receiving 50% and Joseph receiving 50% of the net equity. The parties shall equally be responsible for any security deposit that is needed for the current renters. Any money

from the rental income from April 2023 until present shall be totaled. The parties are to pay the mortgage from that amount and costs associated with the rental. The parties will then place in escrow any security deposits owed. Any remaining amount of net rental income shall be divided equally.

27) The Washington property shall be refinanced or sold. The parties shall get a divorce appraisal on the Washington property. From that appraisal the mortgage obligation shall be deducted from the appraised value determining the net equity. Katarina shall receive 40% and Joseph shall receive 60% of that net equity. Joseph may elect to keep more equity in the Washington property and give Katarina more equity from the Fruit Heights property, but the determined equity shall be paid. Joseph shall have 60 days to complete a refinance on the Washington property and pay Katarina her share of equity and remove Katarina from the mortgage and title. If Joseph cannot refinance within 60 days, the home shall be listed with an agreed upon realtor and the net equity split. Neither shall further encumber the home, mortgage or HELOC.

28) Joe shall pay all expenses related to the Washington home until it sells or is refinanced.

29) PERSONAL PROPERTY: The parties acquired personal property during the marriage. The property shall be equitably divided

with each taking what is currently in their own possession. The parties shall each take their own vehicles and personal items. Joseph shall be awarded the motorcycles, tools, guns, wedding ring and will pay to Katarina the sum of \$10,000 to offset the difference in those items and the value of the vehicles. This shall be paid within 60 days.

30) The parties had approximately \$97,000 in a joint account.

Katarina removed \$50,000 at the time of separation and the remaining amount has stayed in the joint account. Katarina will take the money she withdrew and Joseph shall be awarded the balance in the joint account. The parties will take the money and accounts currently in their own possession waiving any further claims.

31) The parties also have a Chevy Silverado and Chevy Volt. The value of both vehicles is approximately \$14,000. The amount owing on the Silverado is \$10,000. Katarina will pay that debt.

32) The parties shall each receive their own personal effects and any property that is separate.

33) DEBTS & OBLIGATIONS: Any debt accrued during the course of the marriage shall be equitably divided. The debts that remain are the mortgages and Chevy Silverado debt which have been allocated above.

34) Any debt incurred after the date of separation; the date of filing the petition, shall be the responsibility of the party incurring the debt.

35) RETIREMENT: The parties shall each receive their own retirement free and clear of claims of the other party.

36) ALIMONY: Neither party shall pay or receive alimony past, present, or future.

37) MISCELLANEOUS: The parties shall be civil in all communications.

38) The Parties shall not make any disparaging comments or remarks about the other party in the presence of the minor child or to third parties in which the children may hear such information. The parties shall not allow a third party to do the same.

39) Each party shall pay their own attorney fees.

END OF ORDER

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

APPROVED AS TO FORM:

/s/: Chase Van Oostendorp

Signed with email permission by Brittany R. Brown

CHASE VAN OOSTENDORP

Attorney for Joseph Nielson

Rule 7

NOTICE TO THE ATTORNEY:

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

DATED this 23rd day of August, 2023

/s/: Brittany R. Brown

Brittany R. Brown
Attorney for Katarina

CERTIFICATE OF SERVICE

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

CHASE VAN OOSTENDORP
Attorney for Joseph Nielson

Dated this 23rd day of August, 2023

/s/:Kari Kulak

Kari Kulak

Paralegal