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**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of: KATELYN JANAE PERKES, Petitioner, and JONATHAN MAGALLANES, Respondent.	DECREE OF DIVORCE Civil No. 254402782 Judge: Christine Johnson Commissioner: Marla Snow
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The Court, having reviewed the file and the *Findings of Fact and Conclusions of Law*, and being duly informed as to all the facts of the case, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

DIVORCE

1. Marriage: The parties married on October 18, 2028, in Utah County, State of Utah.
2. The parties are granted a divorce based on the Declaration of Jurisdiction and Grounds for Divorce, the divorce to become final upon entry.

3. There is one (1) minor child (“minor child”) born of the marriage, to wit: A.B.M., born March 2020.

CUSTODY AND PARENT TIME

4. Physical Custody. It is in the best interests of the minor child that Respondent be awarded sole physical custody of the minor child under Utah Code Ann. § 81-9-302, and designated as the residential and custodial parent. Parent time with the minor child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the Petitioner’s reasonable right of parent time shall be defined under Utah Code Ann. § 81-9-302, modified as follows:

- a. Petitioner may exercise an additional four (4) weeks of extended parent time when the child is not in school. The parties shall communicate and coordinate to schedule the extended time.
- b. On the days when the minor attends school, the pickup and drop-off exchanges should take place no later than 5:30 pm on the night before a school day.
- c. The parties shall meet at the Orem Walmart to conduct exchanges for the pick-up and drop-off.

5. The parties’ holiday parent time schedule shall be as the parties agree. In the event the parties do not agree, the parties shall maintain a holiday schedule described in Utah Code Ann. § 81-9-302, as follows:

Holiday	Holiday Time Period	Years Noncustodial	Years Custodial
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		Parent is Granted Holiday	Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	Holiday begins Friday at: 9 a.m. if school is not in session and the parent can be with the minor child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Holiday begins Friday at: 9 a.m. if school is not in session and the parent can be with the minor child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years for Mom	All years for Mom
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years for Dad	All years for Dad
Juneteenth National Freedom Day	Holiday begins at: 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins on Friday at: 9 a.m. if school is not in session and the parent can be with the minor child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day.	Even years	Odd years

	(2) Holiday ends at 7 p.m. on Columbus Day.		
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: at the time that school is dismissed; or at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	Holiday begins on Wednesday at: 6 p.m.; or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	Holiday begins at: 6 p.m. on the day on that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

6. If either party relocates more than 150 miles from the other party, the provisions of Utah Code Ann. § 81-9-209 shall apply. The moving party shall provide sixty (60) days' advance notice, and the other party may request involvement from the court to make a determination for relocation.

7. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the minor child's school, education, religious, medical, and other records, and will include the

other party as the parent on such records. Both parents can speak to the providers directly concerning the welfare of the minor child.

8. The major decisions concerning the parties' minor child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree regarding the minor child, the parties shall discuss the issues with an appropriate third-party professional, such as a teacher, counselor, doctor, or therapist, to attempt to resolve the issue. If the issue then remains, the parties shall submit to good-faith mediation with a mutually agreeable mediator prior to initiating any process for court intervention.

9. Mediation. If the parties have any future disagreement pertaining to their child generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed-upon third party or mediator before the parties initiate legal action. The parties both agree, however, that either of the parties may seek emergency or enforcement relief from the Court in the future should an issue arise that would make formal negotiation impractical.

10. Both parties shall have the authority to make routine decisions regarding the minor child's day-to-day activities when the minor child is in his or her care.

11. Both parties shall be obligated to follow the policies, intent, definitions, and guidelines provided in Utah Code Ann. § 81-9-201, and the following Parenting Plan shall be implemented and ordered by the Court.

CHILD SUPPORT

12. In accordance with the Utah Child Support Act, as set forth in Utah Code § 81-6-101 et seq., child support shall be calculated based on the parties' gross monthly income and the parties' respective parenting time with the minor child.

13. Petitioner is imputed to earn a gross monthly income of \$1257, and Respondent earns a gross monthly income of \$4,584

14. The support has been calculated according to the Sole Physical Custody Worksheet. The Petitioner's child support obligation to Respondent shall be \$75.00 per month, and shall commence on March 1, 2026.

15. Unless the Court orders otherwise, support for the minor child terminates at the time and shall automatically adjust when, (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or, (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

16. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month, and the parties shall be entitled to mandatory income withholding payable through the Utah Office of Recovery Services, as provided by Utah Code Ann. § 62A-11-401 et seq.

PARENTING PLAN

17. The parties shall be entitled to contact the minor child by telephone, email, and other reasonable means of virtual communication as is reasonably available. Such contact shall be at

reasonable hours and for a reasonable duration. The minor child shall be able to contact either parent at any time requested by the minor child. If the minor child calls but the parent is unavailable, the parent shall be able to call back the minor child. The parents shall be able to contact the minor child through electronic or phone means, and such contact shall be at reasonable times and reasonable places.

18. The parties shall discuss and resolve any parent time issues among themselves, and such issues shall not be discussed with the minor child by any means.

19. Special consideration shall be given by each party to make the minor child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the minor child or in the lives of either parent, which may inadvertently conflict with the parent time schedule.

20. The parties shall refrain from speaking negatively about one another in the presence of the minor child, and the parties shall not discuss the custody and parent time schedule or any legal actions with, or in earshot of, the minor child. The parties shall also require other third parties that come into contact with the minor child to so refrain, and this restriction shall extend to all social media and networking websites and forums to which the minor child may have access.

21. The parties shall ensure that the minor child is properly supervised by an appropriate caregiver, clothed, and fed during their respective parent time

22. Each parent may make day-to-day and emergency decisions for the minor child during the time the parent is caring for the minor child. A parent who makes an emergency decision must notify the other parent as soon as reasonably possible.

23. All communication between the parties shall remain civil in nature and shall be related to parent time or other issues involving the minor child.

24. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

25. Each party shall keep the other party advised of his/her current address and telephone number, and if possible, advise the other party no less than sixty (60) days in advance of any move.

26. Should either party desire to travel out of the country with the minor child during their respective parent time, the party shall give the other party sixty (60) days' advance notice of travel and provide an itinerary and contact information for a third party who will know the minor child's whereabouts when traveling with the minor child. The party intending to travel shall obtain written approval from the other parent or a court order prior to any travel. No out-of-county travel shall be unreasonably denied by either parent.

27. When the minor child travels with either parent overnight, all of the following will be provided to the other parent 48 hours prior to their departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached;
- d. And the name and telephone number of an available third person who would be knowledgeable of the child's location.

CHILD INSURANCE AND MEDICAL EXPENSES

28. Respondent currently maintains insurance for the minor child's medical and dental needs and should continue to maintain his insurance coverage for the child. Petitioner should pay Respondent one-half of the cost of any out-of-pocket costs or fees not covered by insurance. Additionally, Petitioner should pay Respondent one-half of the payment for the minor child's pro rata share of the insurance premium actually paid by the Respondent.

29. Otherwise, each party should be ordered to maintain medical, dental, and optical insurance for the minor child's benefit so long as it is available to the respective parties through their employment at a reasonable cost.

30. If the child is covered under both parties' insurance plans, Respondent's insurance should be the primary insurance, and Petitioner's should be secondary for purposes such as billing. If both parties pay for the medical insurance premiums of their separate medical insurance plans, then the parties shall each be responsible for paying the premiums of their separate plans without contribution or deduction from the other.

31. The parties should equally pay any sums not covered by insurance, including but not limited to physician care, inpatient care, prescriptions, medically necessary medical supplies, eye

examinations, corrective lenses, dental and orthodontic care, and mental health services under the following guidelines:

- a. As required by Utah Code Ann. § 81-6-208, each party shall provide the other written notice and proof of medical, dental, and orthodontic expenses incurred and payments made thereon, by insurance or otherwise, within thirty (30) days of the date the expense is incurred. Each party shall provide the other with copies of statements or written notice received of payments made to a provider by insurance. The obligated party shall pay his or her portion, as specified above, of incurred medical, dental, orthodontic, optical, or mental health services within thirty (30) days of receiving written notice from that party.
- b. In addition to any other sanctions provided by the Court, a party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other Party's share of the expenses if the concurring party fails to comply with Utah Code Ann. § 81-6-210.
- c. Any party ordered and/or providing insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent child, and thereafter, on or before January 10th of each year. The insuring party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of the date the insuring parent first knew or shall have known of the change.

d. As required by Utah Code Ann. § 81-6-208, the parties shall share equally the out-of-pocket costs for the medical, dental, and optical insurance premiums paid for the minor child's portion of the insurance. The parent obligated to provide child support shall be entitled to an offset, either adding to or deducting from his or her monthly child support payments to facilitate the equal sharing of the out-of-pocket costs of a medical insurance premium.

CHILD CARE EXPENSE

32. Should it be necessary to incur a work-related childcare expense, the parties shall each pay the cost of childcare provided during their parent time.

SCHOOL, SCHOOL FEES, AND EXTRACURRICULAR ACTIVITIES

33. The minor child shall attend school at a location mutually agreed by the parties, currently attending school at Springlake Elementary. If Respondent moves away from Payson, Utah, then the parties shall convene and discuss the change pertaining to the minor child's school registration.

34. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their child may be involved in.

35. Both parties should have equal access to the child's school records, and both parents' names should be listed with the child's school as parents. The parties should ensure that the

school communicates equally with both parents regarding the minor child's grades, absences, or any other issues that may arise or relate to the minor child's schooling.

36. School Fees. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties should pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense should submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

37. The parties should take affirmative steps to share school and activity information concerning their child with each other, on a frequent basis, that is not available through the school calendar or email. The parties should notify each other of any school programs, extracurricular activities, and sporting events their child may be involved in that are not available online or through the emails of the program.

38. Extracurricular Activity Costs. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in-writing extracurricular activities that the minor child may be involved in. The parties should pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs should submit to the other party verification of the

incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same, and should be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extracurricular activity without receiving prior consent from the other parent should be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity should not infringe on the other parent's parent-time, and the enrolling parent should pay the full cost.

ALIMONY

39. Neither party shall be awarded alimony, and each party's claim to alimony shall be waived now and forever in the future.

PREMARITAL PROPERTY

40. Any premarital property, separate property, inheritance, or gifts intended to go to either party shall remain the sole and exclusive property of that party and is not subject to division by the Court. All property and all property rights that may be vested in either party as a result of family inheritance, trusts, or similar sources are awarded to the party from whose family it came.

REAL PROPERTY

41. The parties have no interest or ownership in any real property, and as such, there is no need for a division of real property.

PROPERTY

42. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Pink desk, Gaming chair, LED lights, Older TV	Katelyn Perkes

43. Each party is awarded their own personal property and effects, and that property is now in their individual possession or under their individual control, except as indicated within this stipulation. The parties should assume any debts and obligations related to any property he or she is awarded, and shall hold the other harmless therefrom.

44. Respondent is awarded the 2015 Dodge Dart and shall retain all title, rights, and interest to the vehicle and shall be responsible for all debt obligations pertaining to the vehicle.

INVESTMENT, RETIREMENT, AND BANK ACCOUNTS AND SECURITIES

45. During the course of the parties' marriage, the parties established retirement, savings, investments, bank accounts, and/or other securities. Each party will keep the established accounts that are currently in their name and will own and maintain such accounts free and clear from any claim or interest from the other party.

46. The parties agree to sign all documents consenting to remove their names from the other party's awarded account, give authorizations for their names to be removed from said account, or authorize the account to be closed.

47. Retirement Accounts: Petitioner is awarded \$28,729 as her equitable portion of the Respondent's 401(k) account from GPC Retirement Plan Services. The parties shall cooperate to have the funds transferred and sign any documentation needed. The parties shall equally pay the costs of any required QDRO.

DEBTS

48. During the course of the parties' marriage, the parties have incurred various debts. The Court shall determine equitable division and payment of those debts, except as provided herein, with the responsible party being required to indemnify the other and hold the other harmless from any loss, damage, demand, or claim of any kind arising from his or her failure or neglect to do so.

<i>Debt Description:</i>	<i>Approximate Amount of Debt</i>	<i>Obligation of:</i>
Best Buy Credit Card	\$978	Jonathan
Chase Credit Card	\$1,360	Jonathan
MACU Credit Card *9430 *1	\$11,706	Jonathan
MACU Signature Loan *9430 *2	\$6,241	Jonathan
MACU Credit Card *7625	\$500	Katelyn

a. The parties shall also be ordered to notify creditors or obligees of the Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties shall keep any and all joint-related debts current and in good standing with the creditors.

b. In addition to a creditor's duties as a secured party under Utah Code Ann. § 70A-9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under Utah

Code Ann., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Utah Code Ann. §§ 81-4-501 or 81-4-204 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, must provide to the debtors individually all statements, notices and other similar correspondences required by law or by contract.

c. With respect to a debtor who is not ordered by the court under Utah Code Ann. 81-4-204(1)(e), to make payments on a joint obligation, no negative credit report under Utah Code Ann. § 70C-7-107, and no report of the debtor's repayment practices or credit history under Utah Code Ann., Title 7, Chapter 14, Credit Information Exchange, shall be made regarding the joint obligation after the creditor is served notice of the court's order unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the payments.

49. Absent an agreement by the parties, any and all debts incurred by either party from the date of separation on January 3, 2025, and thereafter shall be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same. See *supra*.

TAXES

50. The parties shall file separate tax returns beginning in 2025 and each year thereafter.

51. Respondent shall be able to claim the minor child for federal and state tax credit purposes each year until 2033.

52. Beginning the 2033 tax year, the parties shall alternate claiming the minor child for tax dependency purposes, with Petitioner claiming the child in odd-numbered tax years and Respondent claiming the minor child in even-numbered tax years.

53. The parties shall only have the ability to claim the minor child for tax purposes if the party obligated to pay child support is current on his or her obligation by December 31 of the given year. Otherwise, the other party shall claim the child for federal and state income tax exemptions.

MUTUAL RESTRAINING ORDER

54. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, or a significant other of either parent, speaking to the child about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. Demeaning or disparaging means to say anything ill of the other, whether they believe it to be true or not. Both parties shall be restrained from making visitation arrangements through the child.

55. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child or committing any domestic violence or abuse against the other party or the minor child, or in the presence of the minor child.

56. Harassing, annoying, or otherwise bothering the other party includes, but is not limited to contacting the other party from any mechanism of communication without stating who the contacting party is; sending communications to the other party outside of the regular channels of communication; contacting the other party about any matter not related to the minor child or Decree; instructing or authorizing any third party to contact the other party unless there is an emergency or the third party is a childcare or medical care provider; and using a “burner” phone or fake text messages to contact the other party.

57. Neither party shall use alcohol in excess, use illegal drugs, or abuse prescription drugs within 24 hours before or during parent time with the child. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under the mutual restraining order, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

MISCELLANEOUS

58. Attorney’s Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney’s fees incurred in this action.

*****END OF ORDER*****

*****ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON
THE UPPER MARGIN OF THE FIRST PAGE PURSUANT TO UTAH STATE**

**DISTRICT COURT E-FILING STANDARD NO. 4 AND RULE 10(e) OF THE UTAH
RULES OF CIVIL PROCEDURE*****

APPROVED AS TO FORM BY:

/s/ Kurt A. Quackenbush

Kurt A. Quackenbush (Signed by Counsel with
Permission)

Licensed Paralegal for Respondent

Notice Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure

TO RESPONDENT: Notice is hereby given that pursuant to Rule 7(j)(4) of Utah R. Civ. P., this order prepared by Petitioner's counsel shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on March 9, 2026, I served a true and correct copy of the foregoing DECREE OF DIVORCE to:

Kurt Quackenbush
Licensed Paralegal for Respondent
kurt@quackenbushlegal.com

Method of Service:
EMAIL

/s/ Johnathan Duncan