



NATHANIEL GARRABRANDT (15137)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
nathaniel@brownfamilylaw.com

Petitioner's Attorney

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

In the Matter of the Marriage of

ANITA KATWALUBALA,

Petitioner,

&

SERGE KATWALUBALA,

Respondent.

DECREE OF DIVORCE

Case No. 244402873

Judge Derek Pullan

Commissioner Marian Ito

Petitioner, Anita Katwalubala, through her attorney, Nathaniel Garrabrandt, and Respondent, Serge Katwalubala, through his attorney, Randy Kester, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on May 13, 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

2. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.

3. Children. The parties are the parents of two minor children: E.K., born May 2018 and L.K., born November 2019.

4. Child Custody. The parties are awarded joint legal and joint physical custody of the minor children.

5. Parent Time. Parent-time with the children shall be as follows:

a. Reasonable parent-time shall be as the parties agree. If the parties do not agree, to a parent-time schedule, the following schedule — which is based on Utah Code, Section 81-9-303 — shall be considered the minimum parent-time to which Serge (i.e., the noncustodial parent) is entitled:

i. Regular Parent-time. Serge's regular parent-time shall be as follows:

ii. Week 1: Wednesday from after school, or the time school is normally out until drop-off Sunday morning one hour before Church.

iii. Week 2: Thursday after school, or the time school is normally out if school is not in session, until return to school Friday or at the time school normally commences.

ii. Forfeiture of parent-time: In the absence of emergency circumstances, Serge shall provide no less than 24-hour notification in writing to Anita of his intent to forfeit any parent-time to which he is entitled.

iii. The children are permitted to contact the other parent during designated parent-time and at reasonable hours and for a reasonable duration. (Presently, the children contact Serge via the tablet he provided them.)

iv. Holiday: Each holiday granted to the noncustodial parent according to the following schedule.

Holiday	Holiday Time Period	Noncustodial Parent's Years (Serge)	Custodial Parent's Years (Anita)
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or	Odd	Even

	(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.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (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 the day before school resumes.	Even	Odd
Spring Break	(1) 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	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the	Even	Odd

	parent can be with Minor Children; (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 Memorial Day.		
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 to Mother	All years to Mother
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 to Father	All years to Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at:	Odd	Even

	(a) 9 a.m. if school is not in session and the parent can be with Minor Children; (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 Labor Day.		
Fall Break	(1) 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	Even
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the	Even	Odd

	same day as the holiday begins.		
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) 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 night before school resumes.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) 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	Even
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m.	Even	Odd

	(2) Holiday ends at 7 p.m. on the day before school resumes.		
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even

b. Christmas Eve and Christmas Day: Father is awarded every Christmas eve, from 9:00 a.m. until 8:00 p.m., and Mother is awarded every Christmas day, from 8:00 p.m. on Christmas Eve at 8:00 p.m. until 9:00 a.m. on December 26th, but otherwise consistent with the standard holiday schedule.

c. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

d. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Children's attendance at school for that school day.

e. If there is more than one child and Minor Children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, Minor Children may remain together for the holiday period beginning the first evening that all Minor Children's schools are dismissed

for the holiday and ending the evening before the first Minor Child returns to school.

f. Extended: For extended parent-time with Minor Children and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with Minor Children, which may be consecutive, when school is not in session for summer break. For the four weeks:

- i. Two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and
- ii. Two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday parent-time.
- iii. The noncustodial parent is entitled to uninterrupted parent-time with the Minor Children for two weeks, which may be consecutive, when school is not in session for summer break.

g. Notification: Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.

- i. In odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1, and the custodial parent shall provide notice to the noncustodial parent by May 15.
- ii. In even numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15.

iii. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

iv. If the custodial parent intends to interrupt a noncustodial parent's interrupted extended parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within ten days on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

h. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. The holiday schedule for Mother's Day or Father's Day;
- ii. The holiday schedule for the minor children's birthdays, unless a parent is exercising uninterrupted extended parent-time and takes the minor children away from that parent's residence during the uninterrupted extended parent-time.

- iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Children's birthdays.
 - iv. Extended parent-time; and
 - v. The schedule for weekday or weekend parent-time.
- i. Elections: An election shall be made by the noncustodial parent at the time of the entry of the order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in Minor Children's schedule. An election by either parent concerning parent-time shall be made a part of the order.
6. Parenting Plan. The parties shall adopt the advisory guidelines found in U.C.A. §81-9-202 as their parenting plan, in addition to the following provisions:
- a. First Right of Refusal.
 - i. Each party shall have the option to provide care for the minor children over any other third party (i.e. surrogate care) if the parent responsible for the minor children is not available for a period of eight (8) hours or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation.
 - b. Communication. The parties may only communicate via text for the limited purpose of arranging parent time and addressing child related issues and the logistics of implementation court orders. All communication will be civil. The children will not be used as messengers between the parties. Other than as

indicated herein, the parties will have no direct or indirect contact with one another.

c. Exchanges/Transportation So long as Anita remains at the marital home, exchanges shall take place there. Should Anita relocate from the marital home, exchanges shall take place at a mutually agreed-upon location that is approximately equal distance from the parties' respective residences. If Parties are unable to agree, Anita shall provide Serge two locations and he shall pick one within 24 hours of Anita's correspondence regarding the same.

d. Day-to-day and emergency decisions. Both parties are permitted to make minor day-to-day or emergency decisions regarding the children while the children are in their respective care.

e. Major decisions. If the parties are unable to agree on a major decision affecting the children, they shall employ the following decision-making procedure: 1) They shall first confer in good faith, attempting to reach a decision in the children's best interest; 2) If the parties are then unable to agree, they shall confer with an authority on the subject of the decision (i.e. school official, doctor, therapist, etc.); 3) If still unable to agree, the parties shall attend mediation as soon as practicable, with the parties equally sharing the mediator's fees; 4) If unable to agree following mediation, either party may bring the issue before the court.

f. Ecclesiastical Decisions: Anita shall have sole decision-making authority regarding the children's ecclesiastical activities, participation, and religious

affiliations. This allocation of authority reflects the parties' prior ecclesiastical agreements and conduct during the marriage and is in the best interests of the minor children. Notwithstanding, Anita shall be required to notify Serge regarding ecclesiastical matters and events, such as baptisms, confirmations, setting apart, awards, or other church activities and his attendance shall not be interfered with, subject to the provisions of the parties' protective order.

g. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information. The parties shall not be assumed to have a duty to convey such information to which the other party has access or the ability to access.

7. Mutual Restraining Orders.

a. Impairing Substances. The parties are restrained from consuming illegal drugs or non-prescribed drugs. The parties are restrained from consuming alcohol to intoxication when the minor children are in their care or within 24 hours prior to caring for the minor children and from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

b. Disparagement. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front

of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children. Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. Supportiveness. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent.

d. Harassment. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Physical Discipline. The parties will not use or threaten to use corporal punishment or physical discipline on the minor children.

f. Belittling. The parties shall not disparage, belittle or demean the minor child(ren). Healthy correction and appropriate discipline will not be considered demeaning or disparaging to the children.

g. Arguing/Domestic Violence. The parties shall not argue with each other or their romantic partners within the hearing or conscious presence of the parties' minor children. The parties will not physically struggle with each other or any other person or commit any acts of domestic violence while in the sight or hearing of the child(ren).

h. Third Party Violations. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, removing the children from the presence of third party violators, if necessary.

8. Child Support. Petitioner's gross monthly income is imputed at \$2,346.30 gross per month. Respondent's income is \$4,848 per month. Serge shall pay child support to Anita in the amount of \$700 per month, beginning June, 2026. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by Venmo. This provision in no way constitutes a waiver of Anita's right to utilize the Office of Recovery Services to collect support.

a. Reduction When Child Becomes 18. In accordance with Utah Code, §78B-12-219, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of

children due child support. The award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

b. Reduction for Extended Parent-Time. In accordance with Utah Code Annotated, §78B 12-216, the base child support award shall be:

- i. Reduced by 50 percent (50%) for each child for the time periods during which the child is with the non-custodial parent by order of the Court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time.
- ii. 25% for each child for time periods during which the child is with the non-custodial parent by order of the Court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time.
- iii. Normal visitation and holiday visits to the custodial parent shall not be considered an interruption of the consecutive-day requirement. The per-child amount to which the abatement applies shall be calculated by dividing the base child support award by the number of children included in the award.

9. Health Insurance and Medical Expenses: Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

a. Serge shall remove Anita from his insurance as soon as possible after entry

of the Decree. The non-custodial parent shall be solely responsible for the cost of the health, dental, and optical insurance until the custodial parent is able to secure insurance, at which time both parties shall be individually responsible for their own insurance premiums. Until such time, the custodial parent will pay the out-of-pocket costs of doctor, dental, and optical visits up to \$50 per visit, beyond which both parties shall share such costs equally until the custodial parent can obtain insurance. When the custodial parent obtains insurance, then both parties shall share all out-of-pocket costs equally.

b. 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 Minor Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

c. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

d. 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 subparagraphs C and D above

e. The parent to whom written verification is provided shall reimburse the

parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

f. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Anita shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Serge shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

g. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

10. Child Care Expenses. Each party shall pay their own daycare cost with no reimbursement.

11. Alimony. Serge shall pay Anita alimony in the amount of \$250 per month for 58 months, beginning June 1, 2026. Alimony shall automatically terminate if Anita cohabits or remarries or if either party dies

12. Real Property. The parties acquired a marital home during the course of the marriage, located at 3930 W. 1850 N B301, Lehi, UT 84043.

a. Parties shall each have the right to obtain and exchange appraisals of the real property (accepting the mean amount if the appraisals differ) and Anita shall pay Serge fifty percent of the equity in the real property minus \$19,254.46 by August 3, 2026. The \$19,254.46 offset represents one half of Serge's 401(k), the entirety of which he will retain as set forth below. Serge shall obtain his appraisal, if he elects to obtain one, by June 7th, 2026.

b. Anita shall assume or refinance all mortgages on, and transfer all obligations related to, the real property into her own name by August 3, 2026. Serge shall fully cooperate in this process, including timely executing any documentation necessary, including execution of a quit claim deed.

i. It is anticipated that the funds used to pay Serge his share of equity in the property will be acquired by Anita as a gift from third-parties. As such, the funds during any point in time they are in Anita's possession, will be considered separate and not marital property.

c. Serge shall then execute a quitclaim deed conveying all interest and title to Anita.

d. Serge shall pay off his credit card debt within 30 days of receipt of his share of equity, if necessary for him to fulfill his alimony obligation to Anita.

e. If Anita does not assume the mortgage or refinance the real property by August 3, 2026, it shall be placed on the market as soon as practical and sold at fair market value. Parties shall mutually select a Realtor. If they are unable to do so, Anita shall provide Serge with the names and contact information of three

realtors, and Serge shall select one within seven days of Anita providing him the names. The parties shall abide by the recommendations of the Realtor. The parties shall equally divide the proceeds from the sale after all obligations and debts associated with the real property have been paid, less the \$19,254.56 offset in consideration for Serge retaining the entirety of his 401(k). The parties' outstanding credit card debts shall be paid off as completely as possible from their respective shares of remaining equity.

13. Financial Accounts: The parties shall be awarded the financial accounts in their own names.

14. Personal Property. The parties are awarded their personal property as they can agree. Serge presently has personal belongings at the marital residence. He shall provide through counsel provide within 14 days of entry of the Decree of Divorce an itemized list of the same for all property he wishes to receive. To this end, Serge shall be permitted to conduct a walk-through of the marital home within 14 days of entry of the Decree for the purpose of creating the itemized list. Anita shall have the option of police presence at the walk-through. If the parties cannot agree to a division of personal property, they shall attend mediation.

15. Vehicles: The parties' vehicles are awarded as follows:

a. Anita is awarded the 2015 Nissan Rogue. Serge shall provide to Anita within 7 days of execution of the Stipulation the spare key for this vehicle presently in his possession. If he is unable or otherwise fails to do so, he shall be responsible for the cost of having the vehicle re-keyed.

b. Serge is awarded the vehicle in his possession.

c. The parties shall be removed from insurance and registration on the vehicles they are not awarded as soon as practicable.

16. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

a. Each party shall be awarded the debts incurred in their own name. All debts shall be paid off as completely as possible from the proceeds of the sale of the marital home.

b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.

c. Each party shall be responsible for his or her own debts acquired since the date of separation (December 1 2024).

d. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

17. Retirement. Serge shall retain the retirement assets in his own name, subject to an offset to Anita from the equity in the marital home in the amount of \$19, 254.46 as set forth in Paragraph 15 above.

18. Taxes: When there are two minor children, each party shall be entitled to claim one for tax purposes. When there is one minor child, Anita shall claim for odd years and Serge shall claim in even years.

a. The party paying support must be completely current on all child support payments by December 31st to claim minor children on that year's taxes.

b. Within 30 days of entry of the Decree of Divorce, Serge shall be required to provide the full, complete, and unredacted 2024 tax return and pay to Anita one half of the amount received.

19. Maiden Name. Anita may resume using her maiden name of Anita Olsen if she so desires.

20. Dispute Resolution. The parties shall return to mediation prior to filing a Petition to Modify the final orders of the Court.

21. Attorney's Fees and Costs. Each party will pay his or her own attorney's fees and costs.

22. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions herein

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Randy Kester

Randy Kester

Respondent's Attorney

*(Signed by Nathaniel Garrabrandt with permission
received via email 5.21.26)*

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Randy Kester

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated May 20, 2026.

BROWN FAMILY LAW, LLC

/s/

Nathaniel Garrabrandt

Respondent's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on May 20, 2026 I caused to be served a true and correct copy of the foregoing by email to the following:

Randy Kester
Respondent's Attorney
kester@ykbjlaw.com

/s/ Nathaniel Garrabrandt

Nathaniel Garrabrandt

Respondent's Attorney