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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH,
HEBER CITY DISTRICT, WASATCH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:

JOSHUA M. NELSON,

Petitioner,

vs.

KATERIN B. NELSON,

Respondent.

DECREE OF DIVORCE

Civil No.: 264500038

Judge: JENNIFER A MABEY

The Court having entered its Findings of Fact and Conclusions of Law, and having reviewed the "Mediation and Settlement Agreement" of the parties as contained herein, and being otherwise fully advised, does hereby enter the following Decree of Divorce.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Residency:

1. The Petitioner is an actual and bono fide resident(s) of Wasatch County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.
2. The Petitioner resides at 1750 East Liberty Lane, Heber City, Utah 84032.
3. The Respondent resides at 1018 East 1300 South, Provo, Utah 84606.

Marriage Statistics:

4. The parties are husband and wife, having been duly married on April 20, 2019, in Provo, Utah County, Utah.

Grounds:

5. The parties separated on February 4, 2025, due to irreconcilable differences.
6. Petitioner should be granted a divorce on the grounds of irreconcilable differences.

Children:

7. There is one child at issue in common to the parties.
 - a. B.G.N. born on March 18, 2019.
8. Utah is the home state of B.G.N., having been born in the state of Utah and having resided in Utah for more than six (6) months in Utah prior to the filing of this action.
9. There is no other court proceeding regarding B.G.N. known to the Petitioner.

Custody:

10. It is in the best interests of the minor child, that the Petitioner be awarded sole physical custody subject to Respondent's parent-time as the parties may agree in writing or as contained herein in the accompanying Parenting Plan.

11. It is in the best interests of the minor child, that the parties be awarded joint legal custody with the Petitioner being granted final decision-making authority.

Parenting Plan:

12. The parties can modify the terms of this Parenting Plan upon subsequent agreement of the parties in writing. That writing should be broadly defined to include any digital or electronic transmitted data for communication, including but not limited to text, email, audio or voice recordings where the parties have a meeting of the minds understanding between them regarding their minor child.

13. For emergency purposes, whenever the children travel with either parent overnight or longer, the following should be provided to the other parent:

- (1) an itinerary of travel dates;
- (2) destinations;
- (3) places where the children or traveling parent can be reached; and,
- (4) the name and telephone number of an available third person who would be knowledgeable of the children's location;

14. The Respondent shall have parent-time and visitation as follows:

- a. All periods of parent-time or visitation exercised by the Respondent shall be contingent upon the condition that the minor child, B.G.N., shall be supervised at all times during such visitation by one of the

following individuals: (1) Respondent's parent(s); or (2) Respondent's sister(s), specifically America Barragan or Elizabeth Barragan. Said supervision shall be continuous and uninterrupted throughout the entirety of the child's time with the Respondent. Visitation by Respondent shall not occur in the absence of the designated supervising adult(s).

b. During the Academic School Year Weekdays: the minor child shall reside with the Petitioner from Sunday evening no later than 10:00 p.m. through Friday afternoon until no later than 6:00 p.m.

c. During the Academic School Year Weekends: Weekends shall alternate between the parties as follows: on alternating weekends, beginning on Friday no earlier than 6:00 p.m. and ending on Sunday no later than 10:00 p.m., the minor child shall be in the physical care of the Respondent, provided the required supervision visitation requirement condition is satisfied and outlined in paragraph 14(a) above. On the alternate weekends, the minor child shall remain in the custody of the Petitioner. If school is not in session on Friday of the weekend of Respondent's regular weekend visitation, Respondent may pick up the child at 10:00 a.m. in Heber to commence her visitation period.

d. Extended Parent-Time Schedule: the Respondent shall be entitled to two (2) non-consecutive one-week periods of uninterrupted parent-time with the minor child during the summer break from school. These weeks shall be scheduled pursuant to paragraph (e) below and shall be subject to the

supervision condition outlined in paragraph 14(a) above. The Petitioner shall be entitled to custody of the child at all other times during the summer break, except during Respondent's designated one-week periods, holidays, and alternating weekends as described below. Petitioner will select two weeks for his uninterrupted parent time.

e. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent time for summer break. For the notification requirement.

i. In odd-numbered years:

1. Petitioner shall provide notice to Respondent by May 1;

and

2. Respondent shall provide notice to Petitioner by May 15.

ii. In even-numbered years:

1. Respondent shall provide notice to Petitioner by May 1;

and

2. Petitioner shall provide notice to Respondent by May 15.

iii. If a parent fails to provide notification within the time periods described, the first parent to notify the other shall have first choice that year.

f. Neither party shall schedule their summer parent time during the other parent's holiday parent time.

g. Alternating Summer Weekends: The parties shall alternate

weekend parent-time during the summer on the same alternating schedule as in the school year. Visitation with Katerin Brenda Nelson on her assigned weekends remains subject to the supervision requirement described in paragraph 14(a).

h. Holiday Parent-Time: The parties shall follow the Holiday Schedule as set forth in U.C.A. § 81-9-302 (2024), and attached hereto as Appendix A, or as they may agree in writing. Respondent's Holiday Parent-Time Schedule is subject to paragraph 14(a) above at all times.

i. Enforcement and Modification: Failure to comply with the supervision condition in paragraph 14(a) above, shall constitute a material breach of this parenting plan and may result in the suspension, modification, or termination of visitation privileges for the Respondent, at the discretion of the Court or as otherwise agreed upon by the parties in writing.

j. Relocation: Unless the parties agree otherwise in writing, if either parent moves more than 150 miles from the other, the moving parent must give the non-moving parent written Notice of Relocation sent at least 60 days before the move and include: information about the move; a proposed parent-time schedule; and a statement that the parents will not interfere with the other parent's parent-time. The parties agree to follow U.C.A. § 81-9-209 (2024).

15. Each parent will make day-to-day decisions for the children during the time they are caring for the child. Either parent may make emergency

decisions affecting the health or safety of the child. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

16. If a child care provider for B.G.N. is used, the childcare provider, babysitter, or individual responsible for supervising B.G.N. during any parent-time or visitation period with the Respondent must be expressly authorized and approved in advance by the Petitioner. Absent such prior written or verbal authorization, the use of any childcare provider by the Respondent shall be considered a violation of this parenting agreement. The parent time supervisors approved above are also approved as childcare providers.

17. During their parent-time and subject to paragraph 14(a) above, the Petitioner may consent for B.G.N. to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others. If B.G.N. will be travelling for more than three (3) days, the parent arranging the travel will notify the other parent at least seven (7) days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least seven (7) days in advance. In case of emergency, the parent will provide as much notice as possible. Respondent shall not travel outside of the United States with B.G.N. under any circumstances.

18. Both parents should have access to records and the ability to consult with providers regarding education, child care, and health care.

19. The school B.G.N. will attend is based on the Petitioner's home residence. The Petitioner has authority to check B.G.N. out of school. The Petitioner has access to B.G.N. during school. If the parents cannot agree, education decisions

will be made by The Petitioner.

20. The Parents will communicate with each other by any method.

21. The parents will provide age-appropriate help to B.G.N. to communicate with the other parent and to give B.G.N. her privacy during their communication with the other parent. The parents will not interfere with or monitor communication between B.G.N. and the other parent. The Parents and B.G.N. may communicate with each other whenever B.G.N. wants and by any method.

22. Pick-up and drop-off (“exchanges”) of the child for parent-time or visitations, will be half-way at a pre-determined location as the parties will make arrangements for prior to each scheduled parent-time, unless the parties agree in writing differently.

23. If the parents need to resolve a dispute regarding B.G.N., they will discuss the issues in good faith and try to reach an agreement based on what is best for B.G.N. If the parents are unable to agree, they will consider the advice of the professionals and if they still can’t agree they will go to Mediation prior to bringing the matter to Court. It is reasonable and just that the parties share the costs of mediation equally.

Child Support:

24. The Petitioner is gainfully employed at Millstream Properties LLC, working a 40-hour a week job or less. Petitioner’s gross monthly income for child support purposes is \$6,067.00.

25. The Respondent is not currently employed, but has the ability to

earn above the federal minimum wage of \$7.25 an hour and therefore Respondent should be imputed gross monthly income of no less than \$1,257.00. Respondent's gross monthly income for child support purposes should be \$1,257.00.

26. The Child Support Worksheet consistent with the Utah Child Support Guidelines, attached hereto, that awards child support of \$75.00 to the Petitioner should be entered into the Decree.

27. Child support ends when: B.G.N. turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or B.G.N. dies, marries, becomes a member of the United States armed forces, or is emancipated. The parties should be ordered to notify each other within 30 days of any change in their income.

28. It is reasonable and just and consistent with the best interest of B.G.N. that Petitioner be allowed to deduct the child support amount awarded to him and any healthcare, or childcare expenses incurred for B.G.N. from the Alimony award contained herein, on a monthly basis. Petitioner will verify the child's portion of the medical insurance premium with the Respondent on a yearly basis and provide her with an insurance card for the benefit of the minor child.

Alimony:

29. It is reasonable and just that Respondent be awarded Alimony as part of the property settlement of the marital estate including the marital liabilities, child support, insurance and healthcare costs as defined and awarded herein.

30. It is reasonable and just that Petitioner pay the Respondent \$1,200.00 per month for 48 month in Alimony beginning August 1, 2026. Respondent shall ensure Petitioner has correct account information to complete the transaction on the first of each month, unless the parties agree otherwise.

Child Health Care:

31. The parties must provide health care coverage for the medical expenses of the B.G.N. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14), Petitioner must maintain medical, hospital, and dental care insurance for B.G.N., if it is available at reasonable cost. If medical insurance is not available at a reasonable cost, then both parents must ensure that B.G.N. has health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid. If, at any time, B.G.N. is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows: Petitioner's insurance will be primary coverage, Respondent's insurance will be secondary coverage. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows: Petitioner's spouse's insurance will be primary coverage. Respondent's spouse's insurance will be secondary coverage.

32. Both parties equally share the out-of-pocket costs of the insurance premiums.

33. Both parties equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children. If the Respondent incurs health care expenses for B.G.N., she must provide the other party written verification of the cost and payment within 30 days. If the Respondent does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child Care Expenses:

34. Both parties will equally share all reasonable work, career, or occupational training related child care expenses.

35. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or

occupational training-related child care expenses or recover the other party's share of the expenses.

Personal Property:

36. It is reasonable and just that any property in possession or ownership of a party prior to the marriage of the parties shall remain separate and not subject to equitable division, including the terms of the parties Prenuptial Agreement.

37. It is reasonable and just that all personal property not addressed in the divorce should be divided as the parties have already divided it and in whose possession the property is currently in.

38. If found, Petitioner will deliver to Respondent any of her clothes, personal items, an Alexa, one Kindle, and Respondent's immigration paperwork. Further Petitioner will pay to Respondent \$500 within 30 days as final property settlement in addition to the terms herein.

39. The parties acquired checking and savings accounts, stocks, bonds, securities, or money market funds as follows:

<i>Asset Description:</i>	<i>Est. Amount</i>
Wells Fargo Acct. # 6838	\$8,268.02
Vanguard Acc. # 1290	\$64,851.25

40. Petitioner and Respondent shall receive equal shares of the above Wells Fargo account and the Vanguard Account. The parties will divide the accounts within 21 days of the entry of the Decree of Divorce contingent upon the policies of the above institutions.

Debts:

41. During the course of the marriage, the parties did not accumulate any debt except for the debt included herein.

<i>Debt Description:</i>	<i>Amount</i>	<i>Awarded to:</i>
Intermountain Health Care Acct. # 9281	\$16,568.77	Petitioner

42. Petitioner will pay all of the above listed debt to IHC.

43. Any premarital debt is the sole debt of the party that incurred the debt and both parties will hold the other party harmless therefrom.

44. Any debt incurred after separation on February 4, 2025, shall remain the debt of the party who incurred it and shall release or otherwise hold harmless the other party.

45. Any debt not disclosed should be awarded to the party in whose name it is in and the other party should be held harmless and released therefrom.

Real Property:

46. No real property was acquired during the marriage.

Retirement:

47. The Petitioner acquired a retirement plan as follows:

<i>Debt Description:</i>	<i>Amount</i>	<i>Awarded to:</i>
Millstream Properties, LLC 401(k) Plan Acct. #2236	\$15,931.97	Petitioner

48. Petitioner is awarded 100% of the right and obligations associated with the Millstream Properties, LLC 401(k) Plan Acct. #2236. Respondent waives any right she may have to the 401K plan because Petitioner is assuming the IHC debt as outlined above.

Health and Dental Insurance:

49. Petitioner may remove Respondent from any Health Insurance and Dental Insurance Family Plan upon entry of the Decree of Divorce. Each party shall bear 100% of all costs associated with obtaining her own Health Insurance and Dental plan including all co-pays, deductibles, out-of-pocket expenses, or other expenses associated with said Health Insurance and Dental plan.

Taxes:

50. Petitioner may claim the parties' child as dependents/exemptions for tax purposes each year.

Miscellaneous:

51. Both parties are restrained from discussing their former union, harassing, stalking, disparaging or unduly communicating with the other party as well as permitting third-parties to do the same. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations. All discussions regarding the parties' former union, should be held in good-faith in confidence of family, faith leaders, or professionals.

52. Each party shall execute and deliver to the other party any documents necessary to implement the provisions of the Decree of Divorce entered by the Court within sixty (60) days of entry.

Maiden Name:

53. Respondent may be restored to her maiden name and be subsequently known as Katerin Brenda Barragan Garcia, if she so desires.

Attorneys fees

54. Each party will pay their respective attorneys fees and costs.

Drafting and Other Provisions

55. Drafting. Both parties have participated actively in the drafting and revising of this stipulation. Both parties have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

56. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all personal property and assets. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury and may be subject to other penalties under the law. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

57. Final Stipulation: This Stipulation is entire and complete and embodies all understandings and agreements between the parties. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation. The Stipulation of the parties becomes effective when signed by all parties.

EFFECTIVE WITH ELECTRONIC SIGNATURE ABOVE

**EXHIBIT A
NON CUSTODIAL HOLIDAY SCHEDULE**

Below is the holiday parent time schedule for Respondent.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents'	(1) Holiday begins	Even years	Odd years

Day	(a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.		
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth	Even years	Odd years

	National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Child's Birthday			
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CERTIFICATE OF SERVICE

I certify that on this 29 day of July, 2026, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE**, to be served via mail, postage prepaid, electronic notification or email to the following:

Katerin Nelson
Respondent Pro Se
katerinbarragan0318@gmail.com

/s/ William H. Nebeker
William H. Nebeker
Attorney for Petitioner