

The Order of the Court is stated below:

Dated: September 23, 2026
09:18:17 AM

/s/ RONALD G. RUSSELL
District Court Judge



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IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR MORGAN COUNTY; STATE OF UTAH

In the matter of the marriage of KAREN R. NELSON, PETITIONER, And, BRANDON D. NELSON, RESPONDENT.	DECREE OF DIVORCE Civil No. 26450027 Judge Ronald Russell Commissioner Julie Winkler
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Petitioner, KAREN R. NELSON (*hereinafter* “Wife” or “Mother”), having filed a *Verified Petition for Divorce* against Respondent, and Respondent, BRANDON D. NELSON (*hereinafter* “Husband” or “Father”), having answered Wife’s *Verified Petition for Divorce*, participated in good faith negotiations and having entered into a *Stipulation and Agreement* (*hereinafter* “Stipulation”) resolving all issues in their divorce, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*,

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

DIVORCE

1. Divorce. The parties are granted a divorce based upon their irreconcilable difference causing a breakdown of the marriage relationship. Utah Code Section 81-4-405(1)(h).

CUSTODY AND PARENT-TIME

2. As a result of the marriage the parties had born to them seven (7) children, two (2) of which are minors, to wit:

- a. M.N.N., born April 3, 2010 (age 16); and
- b. M.S.N., born April 3, 2010 (age 16).

3. Legal Custody. The parties are awarded joint legal custody of the children consistent with the parenting plan as outlined herein.

4. Physical Custody. Mother is awarded primary physical custody of the parties' children subject to Father's parent-time under Utah Code section 81-9-302. Given the age and maturity level of the children, they will have the option to exercise parent-time with Father at their discretion.

5. Neither parent will be subject to legal action for a child's noncompliance with the parent-time schedule. Notwithstanding, the parties have an affirmative duty to encourage the children in having a positive relationship with the other parent and spending time with them.

6. Modification of Protective Order. The parties will cooperate in a modification of the civil protective order, Utah Case No. 264500024 in Morgan County. The order will be amended to remove the parties' children as protected persons as well as removal of restriction on Father being at the children's school for special events.

7. **Family Systems Therapy.** Father will engage in family systems therapy with the parties' children at his discretion. Father will be responsible for setting up and paying for the therapy and follow the recommendations of the therapist in repairing his relationship with the minor children.

8. **Virtual Parent-time.** The parties are ordered each ensure that the children have access to their cell phones. Both parties will have access to the children's cell phone numbers. Both parties may communicate with the children at their discretion. The parties are ordered encourage the children to have positive communication and relationship with the other parent.

9. **Relocation.** Should either party seek to relocate more than 150 miles from their current residence, the parties are ordered abide by Utah Code Section 81-9-209.

10. **Travel.** When the children travel with either parent out of state, all of the following will be provided to the other parent.

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

PARENTING PLAN

11. **Decision Making.** Each parent has authority to make day-to-day decisions concerning the children while the children is in the care of that parent. Each parent also has authority to make emergency decisions concerning the children while the children are in the care of that parent.

12. The parties will share all major decisions concerning their children's health, education, religious upbringing and general welfare. The parties will use the following decision-making procedure as their guide;

- a. The parties will initially identify the issue;
- b. The parties will research the issue and possible solutions related to the issue and to listen to and understand each other's perspective;
- c. The parties will brainstorm all possible solutions related to that specific issue; and
- d. The parties will use the most sensible resolution that considers the needs and interests of everyone involved, particularly the children, in an attempt to reach a "win-win" solution.

13. Resolving Disputes. If the parties cannot reach a mutual decision regarding the children, then the parties are ordered participate in mediation or other alternative dispute resolution process. If they are unable to come to a consensus in alternative dispute resolution, they may seek court intervention. Failure to seek alternative dispute resolution will result in the award of attorney fees for the responding party to the premature filing for court intervention by the moving party.

14. Mother will have the presumptive final say. If Father disagrees with the decision he may seek judicial intervention under an actual harm standard, and not simply that he would have made a different decision, and with the prevailing party being awarded their attorney's fees and costs of court.

15. Special Considerations. The parents are ordered to abide by the following provisions as part of their parenting plan.

- a. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.
- b. The parent-time schedule will be utilized to maximize the continuity and stability of the children's lives.
- c. Special consideration will be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. The parent receiving the children will pick them up from the other parent or from the children's school at the times specified. The children's regular school hours will not be interrupted for parent-time.
- e. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the children, then that parent will notify the other as soon as possible to advise them and make appropriate alternate arrangements.
- f. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-order.
- g. Each parent will notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parents are entitled to attend and participate fully.

- h. Both parents will have unlimited access to the children's school, including full access to all school reports, homework, teachers, and other school staff.
- i. Both parents will have unlimited access to all records concerning the children, including medical records.
- j. Each parent must notify the other parent immediately in the event of a medical emergency regarding the children.
- k. Each parent must provide the other with a current address and telephone number within 24 hours of any change.
- l. Each parent will enjoy telephone, skype, video conference, email, letters, or other alternative forms of contact with the children at reasonable times and places considering the children's bedtimes and the other parent's needs.
- m. The parties must not consume any illegal or unprescribed drugs or alcohol while exercising parent-time with the children.

16. The parents are ordered to follow these principles.

- a. We agree to create a new co-parenting relationship based on trust and respect.
- b. We agree to create a cooperative co-parenting relationship.
- c. We understand we are creating a new relationship from this point forward.
- d. We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
- e. We recognize that the children's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.

- f. We agree to treat each other as we would like to be treated.
- g. We agree to be flexible to build goodwill with each other.
- h. We agree to communicate frequently regarding the best interests of the children and to return telephone calls promptly.
- i. We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
- j. We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.
- k. In our communications, we agree to not put down or otherwise show disrespect to the other parent as long as the communications are respectful and productive.
- l. We understand that we will share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.
- m. We recognize that the children have extended family relationships and agree to accommodate our co-parent's reasonable requests to take the children to special family events.
- n. We understand that the children will grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.
- o. We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.
- p. We agree that we will focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem

or issue. We understand it is helpful to share ideas and research as we work toward a resolution.

q. We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if a child has a problem with one parent, then the child and that parent alone should solve the problem.

r. We agree not to use the children as messengers or problem solvers.

s. We agree to allow the children to love both parents.

t. We recognize that as the children grow older, their friends, schools, and extra circular activities will become more significant in their lives. Consequently, it is helpful to have the children provide input to our time-sharing schedule and design ways to insure meaningful time with both parents.

u. We recognize that at times the children may not enjoy going back and forth between homes because it interrupts their lives. We agree to be supportive of the children spending meaningful time with both of her parents according to our time-sharing schedule and to enforce, encourage and support the time-sharing schedule. If the children express a strong desire to skip a time-sharing opportunity, the child and the parent involved should work through the issue one-on-one and arrange substitute time wherever possible.

v. We agree to discuss discipline problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front, the children will feel more secure and will not play one parent against the other.

w. We recognize that we have strengths and weaknesses. Each is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the children by healing our feelings and choosing to be respectful to the other parent.

x. We recognize that contention, and especially litigation, between us can cause the children to suffer emotional and behavioral problems. We agree to use our best efforts to resolve differences and solve problems without the need for litigation.

y. We agree to be courteous and respectful when exchanging the children.

z. We agree to discuss any financial issues or other significant issues at another time away from the children.

17. Communication. The parties will communicate regarding issues related to their minor (or unemancipated) children. They will communicate through OurFamilyWizard. Both parties will be solely responsible for the cost of their respective access to the service. Both parties must sign up for the service on or before September 1, 2026.

CHILD SUPPORT

18. The parties are ordered pay child support in compliance with the Uniform Child Support Guidelines. Mother's monthly income is \$7,274 and Father's monthly income is \$32,779 for the purposes of calculating child support. Father's support obligation is \$3,858 per month. This obligation will begin on August 1, 2026.

19. It is expected that M.S.N. will emancipate in June 2028. Child support for her will terminate at that time. It's expected that M.N.N., based upon her special needs, will require an additional two (2) years to graduate from high school with an expected graduation in June 2030. Therefore, starting July 2028 Father's support obligation will be \$2,461 per month through June 2030.

20. In the event that M.N.N. ceases her education or drops out of high school prior to graduation, Father's child support obligation will terminate at the time the child is no longer enrolled in an academic program designed to obtain a GED, diploma, or the equivalent during the academic year. Mother will provide Father with notice of termination or unenrollment of the child in such a program.

21. Child support for each child will terminate at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Section 78A-6-801 and based on the combined support amount as derived from the parties' imputed income to be determined by the court.

22. The monthly child support must be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

23. If the obligor parent is thirty (30) days late, the obligee parent will be entitled to mandatory income withholding relief pursuant to Utah Code Section 62A-11, Parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All withheld income will be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments will be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support is due on the first day of each month and delinquent on the first day of the following month.

24. Any Office of Recovery Service fee(s) will be paid by parent opening the case.

MEDICAL AND OTHER EXPENSES/CREDITS

25. **Division of Accounts.** Pursuant to Utah Code Section 15-4-6.7, each party will elect for dental, medical and school expenses to be created in separate billing accounts.

26. **Health Insurance/Expenses.** The parties are be ordered to maintain medical, dental and vision insurance for the children so long as it is available to them at a reasonable cost. Each party are ordered pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid by the covering parent for the children's portion of the medical and dental insurance as provided in Utah Code section 81-7-102. In the event the children are covered by both parents, the parents will pay their own premium without contribution of the other.

27. A party carrying medical insurance on behalf of the minor children must provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the he/she first knew or should have known of the change.

28. If, at any point in time the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, and/or dental insurance plan of Mother will be primary coverage for the dependent children and the health, hospital, and/or dental insurance plan of Father will be secondary coverage for the dependent children. If a parent remarries and their dependent child is covered by that parent new spouse's health, hospital, and/or dental insurance, that insurance will have the same designation as if it were the insurance policy of the parent to which the person the step-parent is married.

29. The parties are ordered to share equally in all uninsured routine medical and dental expenses for the children including expenses for surgery, orthodontic care psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma as well as other reasonable and necessary uninsured medical and dental expenses, in accordance with Utah Code Section 81-7-102.

30. A parent who incurs medical or dental expenses on behalf of the children must provide written verification of the cost and payment of medical and dental expenses to the other parent with thirty (30) days of payment for such expense. Pursuant to Utah Code Section 81-7-102, the

parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The parent reimbursing the other parent must make payment within thirty (30) days of receiving notice of the expense with proof of payment.

31. Unless there is written agreement between the parties otherwise, they will utilize "in-network" providers who are covered by insurance whenever possible.

32. Child Care. Given the age of the children, the parties do not anticipate the need for childcare.

33. Other Child Expenses. The parties are ordered to split the costs of the children's expenses including school fees, school lunches, etc. with Mother paying fifty-percent (50%) and Father paying fifty-percent (50%). Reimbursement for these expenses will be completed consistent with medical expenses as described herein.

34. Extracurricular Activities. The parties are ordered to equally share the cost of extracurricular activities that they mutually agreed upon in writing. Any activities or extracurricular activities in which the children participated in during the marriage are deemed to be agreed upon. Should a party not be able to afford the ongoing costs of extracurricular activities, they may provide notice to the other parent at least thirty (30) days prior to the child's next season/billing cycle for the activity.

35. The children are entitled to participate in at least one school sponsored/related activity or sport without objection by the other parent.

36. The parents must not sign-up the children for activities that imposes on the other parent's parent-time without their express written consent.

37. Child Tax Credit/Exemption. For tax purposes (State and Federal) Mother will claim M.N.N. for tax purposes in all years. Father will claim M.S.N. in all years.

38. Father must be current on his child support obligation as of December 31st of each year in order to claim the child on his taxes. If his is not current on his support obligation, Mother will be entitled to claim both children for tax purposes.

39. The “tax year” refers to the year preceding the year in which the tax return is filed.

DIVISION OF ASSETS AND LIABILITIES

40. Separate and Premarital Property. Each party is awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein.

41. Personal Property. Prior to and during the course of the parties’ marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items. The parties will make good-faith efforts to divide the property. If there is a dispute regarding items, the parties will participate in good-faith negotiations with a neutral third-party/mediator.

42. Precious Metals. Any gold and silver will be equally divided between the parties.

43. AR-15. Wife will surrender the parties’ AR-15 to their son, Robbie, within on or before August 24, 2026.

44. Family Pet(s). The pets are awarded to Wife along with all liability and maintenance thereof.

45. Titled Vehicles/Assets. These vehicles/assets are awarded along with all liability and maintenance thereof as follows:

- a. Wife is awarded the 2026 Jeep lease and the Mercedes Sprinter Van;
- b. Husband is awarded the 2021 Chevy Silverado, Plane, Forester RV Motorhome, 2004 Cobalt Boat, and Polaris Ranger.
- c. The parties will award their children M.S.N. and M.N.N. the Ford Explorer for their possession and use.

46. Exchange of Property Documents. The parties will exchange the documents or titles to any property awarded to the other party on or before September 9, 2026.

47. Financial Accounts. These accounts are awarded as follows:

INSTITUTION	NAME ON ACCOUNT	APPROX. BALANCE	AWARDED TO
First Comm. Bank (0230)	Husband/Wife	\$9,572	Husband
First Comm. Bank (Brandon/Bus-5488)	Husband	17255	Husband
Goldenwest CU (7602 All)	Husband	\$5,074	Husband
First Comm. Bank (All)	Wife	\$51,776	Wife
Goldenwest CU	Wife	\$138	Wife
Goldenwest CU	Wife	\$107,868	Wife

- a. For jointly-held accounts, the parties will make good-faith efforts to facilitate the removal of the party not awarded the account to/from the other party within fourteen (14) days of signing this Stipulation.

48. Retirement and Other Investment Accounts. These accounts are awarded as follows:

INSTITUTION	NAME ON ACCOUNT	APPROX. BALANCE	AWARDED TO
401Go	Husband	\$236,775	Husband
Fidelity Roth IRA	Husband	\$22,246	Husband
Fidelity IRA	Husband	\$8	Husband
Fidelity IRA	Husband	\$0	Husband
Whole Life Ins. Policy	Husband	\$64,598	Husband
Fidelity (Trust Acct.)	Husband/Wife	\$81,248	Wife
MyPlanProvider 401k	Wife	\$220,558	Wife

FnG Ann. and Life	Wife	\$167,674	Wife
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49. The parties are awarded these accounts without claim by the other. The parties must cease use or access to any accounts not awarded to them upon execution of their Stipulation.

50. The parties must make good faith efforts remove themselves from any accounts upon which they are listed as an owner, but awarded to the other party.

51. Each party is awarded the accounts subject to and be solely liable for any debts or liabilities associated therewith.

52. Debts and Obligations. The parties are awarded the following marital debts:

CREDITOR	NAME ON DEBT	APPROX. BALANCE	AWARDED TO
Amex (8100-1)	Husband	\$13,522	Husband
Amex (8100-2)	Husband	\$2,035	Husband
Capital One (8415)	Husband	\$3,631	Husband
Amex (Bus)	Wife	\$17,089	Wife
Amex (Per)	Wife	\$4,340	Wife
Capital One (Bus)	Wife	\$896	Wife
Amazon (Per)	Wife	\$1,582	Wife

a. The parties must each cease use of any accounts awarded to the other party immediately upon execution of their Stipulation. They must also cease to use any jointly-held accounts, including the HELOC on the marital residence.

b. In accordance with Utah Code Section 81-4-204(1)(e), the parties will notify and inform each creditor which party is primarily liable for the debt with that creditor following the entry of this Decree of Divorce in this matter and each party will be required to give the creditor the name and address of both parties.

c. In the event that either the State of Utah or Federal Government (Internal Revenue Service) completes an audit of any jointly-filed tax returns during the marriage

and determines that the parties owe unpaid taxes (to include penalties, fees, or other associated costs), the parties will be equally responsible for any owed amounts with each paying fifty-percent (50%).

53. Real Property. The parties will sell the property at 1956 Patterson Drive, Morgan, Utah 84050 with Laurann McGuire as elected by Husband. Wife will sign the listing agreement within forty-eight (48) hours of receiving an electronic request for signature from the realtor. The parties will follow the recommendations of the realtor regarding minor repairs/improvements, marketing strategies, pricing strategies, etc. The parties will be equally responsible for the costs of the repairs/improvements agreed upon in writing. The proceeds distributed as follows.

- a. The mortgage and HELOC will be paid in full at the time of closing;
- b. The realtor and closings costs will be paid in full pursuant to the corresponding contractual terms; and
- c. Wife will receive the first \$50,000 of the remaining proceeds;
- d. Husband will be reimbursed any money paid toward the HELOC after the signing of this Stipulation; and
- e. The remaining proceeds will be distributed to the parties in equal portions.

54. Husband will have exclusive use and possession of the real property while it is being sold. He will be solely responsible for the costs associated with living in and maintaining the property until it is sold including, but not limited to: the mortgage with Truist Bank, the HELOC with Goldenwest Credit Union, and any utilities provided to the property.

55. Wife is awarded the real property at 11 North Commercial Street, Morgan, 84050 and any equity therein subject to any mortgages, home equity lines of credit, or other encumbrance or

liabilities attached thereto. Wife will hold Husband harmless from any debts or liabilities attached to the real property.

56. Timeshares. The timeshares with 2004 Houseboat/Water Therapy are awarded to Husband without claim by Wife. Husband is solely responsible for removing Wife's name within sixty (60) days of signing this Stipulation. Husband is responsible for all fees and costs associated with removing Wife from the timeshares.

57. Alimony. Wife has a need for alimony and Husband has the ability to pay. The parties agree that in consideration of the property division as awarded herein, that Wife will waive this alimony claim.

58. Name Change. At Her election Wife will be restored to Her maiden surname of "Rose".

ADMINISTRATIVE PROVISIONS

59. Duty to Sign Documents. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

60. Attorney Fees. The parties are responsible for their own attorney's fees in this action.

SO ORDERED.

SIGNED BY THE COURT
As indicated by the electronically added seal and date atop page 1.
HONORABLE JUDGE RONALD RUSSELL
SECOND DISTRICT COURT

APPROVED TO FORM:

/s/ Amy Livingston

By Luke A. Shaw with permission.

Amy Livingston

Attorney for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 10th day of September 2026, to the following:

Amy Livingston
Marco Brown
BROWN FAMILY LAW, LLC
8915 S 700 E, Ste 203
Sandy, Utah 84070
amy.l@brownfamilylaw.com

() U.S. Mail, Postage Prepaid
() Hand Delivered
() Facsimile Transmission
(X) Email/EFILE
() Overnight Mail

/s/ Courtney Hanson