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Attorney for Jade Privett

IN THE THIRD DISTRICT COURT SALT LAKE COUNTY
STATE OF UTAH

In the matter of the marriage of:	DECREE
JADE PRIVETT,	Case No. 264900150
and	Judge NELSON
NATHAN NARVAEZ.	Commissioner BLOMQUIST

THE COURT, having made and findings of facts and conclusions of law,
hereby make the following orders:

JURISDICTION

1. Jade is a bona fide resident of Salt Lake County, State of Utah.
Utah is the home state of the child.
2. Jade believes all of the following to be fair, just, and in the best
interest of the child.

MARITAL AND MINOR CHILD STATUS

3. Jade and Nathan were married in July 2020 and are presently
married. The parties separated November 2023 and Nathan has moved to
Texas. Jade moved to Utah in March of 2025.
4. The parties are the biological or legal parents of: D.A.M.N.
(August 2023).

GROUND FOR DIVORCE

5. Jade should be granted a divorce from Nathan on the grounds of irreconcilable differences.

OTHER PROCEEDINGS

6. There was a divorce case in Oklahoma that was filed but dismissed for of a lack of jurisdiction.

CHILD CUSTODY

7. The parties are awarded the joint legal custody of the parties' child.

8. Jade should be awarded the sole physical custody of the parties' child.

PARENTING PLAN

9. Nathan will have parent-time consistent with Utah Code Section 81-9-304, with the follow reintroduction modifications:

- a. A virtual parent-time on Friday, August 14, 2026 before 5:00 p.m.
- b. Three, quick age appropriate virtual not more than 15 minutes visits during the week until Nathan provides an update virtual Nathan provides a letter from his medical providers with the VA providing an update on his current status. Nathan will also provide an additional update within the next 6 months as requested by Jade.

After the first letter has been provided, Nathan will have parent-time as follows: (The parent-time only advances if Nathan takes him time)

- c. **Month 1:** Weeks 1 and 3 will be three two-hours visits. This are supported by Jade's family members. Weeks 2 and 4 will be three, quick virtual visits as referenced above.
- d. **Month 2:** Weeks 1 and 3 will be three three -hours visits. Weeks 2 and 4 will be three, quick virtual visits.
- e. **Month 3:** Weeks 1 and 3 will be a three hour visits and an 8 hour visit on the weekends. Weeks 2 and 4 will be at least one quick virtual visits, with an 8 hour visit on the weekends.
- f. **Month 4:** Weeks 1 and 3 will be a two 8 hour visits on the weekend. Weeks 2 and 4 a mid-week visit and will be at least one quick virtual visits.
- g. **Month 5:** Weeks 1 and 3 will be a mid-week visit and one overnight on the weekend. Weeks 2 and 4 will be a mid-week visit with at least one additional quick virtual visit.
- h. **Month 6:** Parent-time will be consistent with Utah Code Section 81-9-304.

Nathan will provide all transportation for his visits until there is an

overnight stay. Then will provide all transportation for non-overnight visits but on overnights, the receiving parent picks up.

10. Holidays will start with the Martin Luther King holiday 2027. However, Nathan will have the child for 3 hour on Christmas starting at 1:00 p.m. with one four hour visits during the second half of the Christmas break as the parties can arrange. Nathan will not exercise time on Thanksgiving this year.

11. Day-to-day decisions regarding the care, control, and discipline of a child shall be made by the parent with whom a child is residing at the time. Either parent may make emergency decisions regarding the health and safety of a child. The parties shall discuss the significant decisions regarding the child, including, but not limited to, a child's education, health care, and religious upbringing. Specifically, the parents shall timely exchange information concerning the health, education, and welfare of the child, and where possible, confer before making decisions concerning any of these areas. If the parties cannot reach a mutual decision, Jade shall then have the final say.

12. The parties shall be able to communicate with the child in writing, unless they agree otherwise. Neither party shall attempt to have a child transfer verbal or written messages between the parties.

13. Both parents shall recognize that the best interests of a child

require them to cooperate and treat each other with dignity and respect, especially in the presence of a child. Both parents shall encourage affection and promote respect toward the other parent.

14. Neither parent shall attempt to harm the relationship between a parent and a child. This includes making disparaging comments about the other parent, or allowing the child in the presence of anyone who does.

15. Both parents shall share information on any condition, problem, significant fact or circumstance, which may affect the other parent's relationship with a child or the well-being of a child.

16. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, e-mail addresses and any other important contact information, including how to be reached in the event of an emergency.

17. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse (mental, physical, emotional, or otherwise) against the other party.

18. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party 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 committing such violations or shall remove a child from such circumstances.

19. The parties shall not do drugs or drink alcohol in excess while in the presence of a child. The parties shall not be drunk, high, or hung-over while in the presence of a child. Neither parent shall drive while intoxicated or under the influences of any drug. The parties shall not smoke/vape in the presence of a child, or in his or her home while exercising parent-time, or in the car while transporting a child.

20. If a parent fails to comply with any of the provisions under this Parent-Time Section, the other parent's obligations under said section are not affected.

CHILD SUPPORT AND EXPENSES

Child Support

21. The Court should order child support that is consistent with a child Support Obligation Worksheet for Sole Custody and the Uniform Sole Child Support Schedule. Nathan's income is \$4,218. When Nathan obtains employment, if his income exceeds that amount, child support will be recalculated based on that higher wage based on when employment begins. Nathan is required to inform Jade when he obtains his employment. Jade's income is \$3,954 month. This starts September 1, 2026. This would calculate to child support in the amount of \$478 per month. Payment will be paid through CashApp, or as the parties agree.

22. Nathan owes \$4000 in back child support from the parties' prior stipulation. However, Nathan will pay back \$3000 of this by paying Jade

\$62.50 per month for four years. The remaining \$1000 will be reimbursed by Jade claiming the minor child on her taxes until the child is no longer a minor child.

23. Child support shall continue until a minor child reaches the age of eighteen (18) or graduates from high school during their normal and expected graduating class, whichever occurs later.

24. For future child support changes, it may be adjusted by motion when the most recent Child Support Order is older than three (3) years and by petition when the most recent Child Support Order is less than three (3) years old.

Medical Insurance and Medical Expenses

25. Jade and Nathan shall divide equally the child's pro rata portion of health insurance. If both parties have insurance for the child, then they will just pay their own insurance. The parties shall share equally all medical, dental, orthodontic, therapeutic, optical, or similarly related expenses of a child which are not covered by insurance.

26. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of (Nathan's) shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of (Jade's) shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's

health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

27. The parent who incurs necessary medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment.

28. The parent who incurs 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 provide written verification and payment within thirty (30) days of payment.

29. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent.

30. Jade and Nathan shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth herein.

31. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of a child, and thereafter on or before January 2nd of each calendar year.

32. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits

within thirty (30) days of any change.

Child Care Expenses

33. The parties shall share equally any daycare, school, or work related child care expenses and such expenses shall be reimbursed by the notified party within thirty (30) days of receipt of child care invoices, receipts, and/or bills.

Extracurricular activities

34. The parties will equally share in the costs of all extracurricular activities that are agreed to in writing. If an activity is not agreed to in writing, the parent signing the child up for the activity will be fully responsible for the costs and the child may still participate in the activity, but it is presumed optional on the non-agreeing parent's time.

ASSET/DEBT DIVISION AND PROVISIONS

35. The parties shall divide personal property as currently divided with each party keeping their own retirement accounts.

Separate Property

36. All property and all property rights which may be vested in either party as a result of acquisition prior to marriage, family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

Debts and Obligations

37. Each party shall be responsible for any current debt in his or her name. While the parties had agreed that Nathan was responsible for debts at

the time of their stipulation he did these but the issue of this debt is resolved with Jade claiming the minor child on her taxes.

ADDITIONAL FINANCIAL PROVISIONS

Alimony

38. Each party waives any claim for alimony.

Taxes

39. Jade will claim the child for tax purposes as outlined above.

Attorney's Fees

40. Each party shall pay all of their own attorney's fees and costs.

PUBLIC ASSISTANCE

41. Neither Jade nor Nathan is receiving public assistance in the form of food stamps; therefore the State need not be joined as a party in this matter.

COOPERATION

42. Jade and Nathan shall cooperate with each other, through counsel and otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to insure that the Decree of Divorce is carried out in every detail.

43. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of

Divorce entered by the Court.

THE COURT'S SIGNATURE IS ON THE TOP OF PAGE 1

APPROVED BY:		
<u>/s/ ANDREW GILES</u>		9-4-16
Andrew Giles		Date

NOTICE TO RESPONDENT

Pursuant to Utah Rules of Civil Procedure, Rule 7(j)(4), you have seven days after service of this Order on you to file your Notice of Objection. If no Notice of Objection is filed within seven days, the foregoing order will be presented to the Court for signature.

DATE:	Friday, August 28, 2026	/s/ MARK HALES
		MARK HALES

CERTIFICATE OF SERVICE

I certify that on I transmitted a true and correct copy of the foregoing document via email to the following:
Andrew Giles

DATE:	Friday, August 28, 2026	/s/ MARK R. HALES
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MARK R. HALES