



IN THE FOURTH JUDICIAL DISTRICT COURT OF MILLARD COUNTY STATE OF UTAH 765 South Highway 99, Suite 6, Fillmore, UT 84631	
In the Matter of the Marriage of:  JORDAN LYNN NICHOLS  and  CRAIG WILLIAM NICHOLS	<p style="text-align: center;"><b>DECREE OF DIVORCE</b></p> <p>Case No.: 244700036 Judge: Anthony HOWELL</p>

The parties in the above-entitled matter participated in an agreement which resolved all of the issues in this matter. That agreement is as set out in the Amended Stipulation executed by the parties, counsel, and submitted to and filed with the Court on April 13, 2026. The Court having approved and adopted the Amended Stipulation executed by the parties and having made and entered its written Findings of Fact and Conclusions of Law, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

1. Jurisdiction: The Court has jurisdiction over the parties, their children and the subject matter of this action. Utah is the home state and habitual residence of the minor children.

2. Divorce: Petitioner is awarded a Decree of Divorce from respondent. Said Decree to become final and absolute upon entry by the Court.
3. Children. There are three children born as issue of this marriage, to wit: L.A.N, born in July of 2008, W.T.N, born in July of 2010, A.R.N, born in October of 2012.
4. Child Custody Jurisdiction: Utah has jurisdiction to make the initial child custody determination pursuant to Utah Code 78B-13-101, et. seq. The children have resided in Utah for at least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children's care, protection, training, and personal relationships.
5. Legal Custody. Jordan Nichols shall have sole legal custody.
6. Physical Custody. Jordan Nichols shall have sole physical custody.
7. Suspension of Parent-time. Pursuant to Utah Code 81-9-207 and based on Respondent's conviction in Case No. 231700022, Respondent's parent-time rights are suspended in their entirety. This suspension includes all forms of contact (in-person, virtual, telephone, and written), except as provided in the child-initiated contact section below.
8. Child-Initiated Contact & Mandatory Review

a. Respondent shall not initiate any contact or communication with any of the minor children.

b. If a minor child voluntarily initiates written contact, Respondent may provide a response subject to mandatory screening.

c. All responses from Respondent must be sent directly to Petitioner for review and approval prior to being shared with the child.

Petitioner may withhold any communication she determines is manipulative, discusses Respondent's criminal case, disparages any party, or is not in the child's best interest.

d. Neither Respondent nor any individual acting on his behalf (including family members, his Power of Attorney, or other representatives), with Respondent's prior knowledge and consent, shall coerce, pressure, or encourage the minor children to initiate contact with the Respondent.

9. Divorce Education. Petitioner has completed the mandatory courses. Respondent's requirement was waived by Court Order on December 4, 2025.

10. Petitioner's Income. Petitioner earns a gross monthly income of \$3907 (annualized self-employment income).

11. Respondent's Income. Respondent is currently incarcerated. Respondent is a retired military veteran eligible for gross retired pay of \$2701.00 per month. His gross monthly income for child support purposes is established at \$2701.00

12. Child Support.

a. Pursuant to Utah Code 78B-12-202 et seq., Craig Nichols is ordered to pay child support to Jordan Nichols in the amount of \$511 per month while three (3) children are eligible for support; \$446 per month while two (2) children are eligible for support; and \$258 per month when one child remains eligible.

b. Support for each child shall 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 80-7-102 and seq.

c. Child support shall begin the month immediately following the entry of an order for child support. The monthly child support shall be due on the 1st day of each month.

d. Any funds paid by the VA directly to Petitioner through apportionment shall be credited toward the monthly child support obligation.

e. The parties stipulated to a mutual waiver and satisfaction of all competing and past-due child support arrearages. As of the date of the Amended Stipulation, all prior debts are satisfied in full.

i. The sole custody worksheet was used to calculate child support in

this matter.

13. Taxes. Petitioner shall be entitled to claim the parties' children as dependents for tax purposes in all years.

a. 14. Child Health and Dental Insurance. Pursuant to Utah Code 781-6-208:

b. a. Respondent shall continue to maintain the minor children as beneficiaries on his military health insurance (TRICARE).

c. b. If for any reason TRICARE becomes unavailable, both parents shall provide health care coverage for the medical expenses of a minor child as defined in Utah Code 81-6-101. If insurance for a child's medical and/or dental expenses is available or becomes available to either parent at reasonable cost, the parent(s) shall be responsible for maintaining insurance for each dependent child.

d. c. If at any point both parents maintain insurance for a dependent child, the insurance plan of Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Jordan Nichols will be secondary coverage for the dependent child. If a parent

remarries and their 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 health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child.

e. d. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance, as calculated in Utah Code 81-6-208(9).

f. e. Both parents shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments.

g. f. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

h. g. The party 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 cost within 30 days

of receipt of the written verification.

i. h. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

j. 15. Childcare Expenses. Pursuant to Utah Code 81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

k. a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

l. b. The party not directly paying for childcare shall begin paying his or her share of childcare expenses on a monthly basis

immediately upon presentation of proof of the childcare expense.

- m. c. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.
- n. 16. Personal Property. The parties acquired personal property during the marriage. This property has already been divided as currently held by the parties.
- o. 17. Debts. Neither party is aware of any marital debt. If any debts exist, each party shall be responsible for debts in their own name, and Respondent shall be responsible for any joint debts.
- p. 18. Real Property. The parties have no real property that is marital property, or which is necessary to address in this case.
- q. 19. Alimony. Neither party is seeking alimony now or in the future.
- r. 20. Retirement Funds. Petitioner waives her entire interest in Respondent's military retirement as a divisible asset. In exchange, the full retirement benefit is considered gross income for child support purposes.
- s. 21. Notice to Creditors/Providers Regarding Payment of Children's Medical Expenses: The parties agree that pursuant to Utah



Code 15-4-6.7(1), having received a copy of this Decree or a court order or administrative order providing for payment of children's medical or dental expenses, a provider shall, upon request from either parent, separately bill each parent for his/her share of the medical or dental expenses that the parent is required to pay under the order. If one parent has paid in full the share of the medical or dental expenses that he/she is required to pay under the order, a provider/creditor may not, within 30 days after the date on which the medical or dental service is rendered, make a claim for unpaid medical or dental expenses against that parent, and may not, within 30 days after the date on which the medical or dental service is rendered, make a negative credit report under Section 70C-7-107 or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding that parent.

t. 22. Notice to Creditors/Providers Regarding Payment of Children's School Fees: Pursuant to Utah Code 15-4-6.7(2), a provider who receives a copy of a court order providing for the payment of school fees of a minor child before the day on which the provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the

order. A provider who receives a copy of the order (regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee) may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a minor child's school fee regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

u. 23. Notice to Creditors Regarding Joint Debts: The parties agree that pursuant to Utah Code 15-4-6.5, a creditor, having received a copy of a court order giving notice that joint debtors are divorced, and having been expressly advised of the separate current addresses of the debtors, shall provide copies of all statements, notices, and other similar correspondence (required by law or by the contract) to both debtors individually. If a party is not ordered by the court to make payments on a joint obligation, no negative credit report under Utah Code 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served

with this notice, until all of the following have occurred:

- v. a. the creditor has made a demand on the party who is ordered by the court to make payments on the joint obligation,
- w. b. the party who is ordered by the court to make payments on the joint obligation has failed to pay, and
- x. c. the creditor has made a demand on the party who is not ordered by the court to make payments.

y. 24. Duty to Sign Documents which Implement Decree of Divorce. The parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this Decree. If a party fails to execute a document within 60 days of the entry of this Decree, the other party may bring a Motion to Enforce Order 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.

z. 25. Mutual Restraining Orders. Unless the parties agree otherwise in writing, the following applies:

- aa. a. Neither party should attempt, threaten, or commit domestic violence against the other party or a party's minor child. This includes physically harming, stalking, or harassing the

other party or child by any means, including electronically.

bb. b. Neither party should enter the other party's place of residence without express written permission.

cc. c. Neither party should access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

dd. d. Neither party should distribute the other party's image or personal information.

ee. e. Neither party should use the other party's name, likeness, image, or identification to conduct any sort of transaction, make any type of agreement or contract, open an account for service, or obtain a service.

ff. f. Any communication between the parties shall be civil in nature (swearing at the other party, name calling, badgering and derogatory language are never considered civil) and reasonable in time, length, and frequency. All communication should be through text message or email only, unless agreed otherwise by the parties in writing, and should be limited to communication related to a minor child, unless agreed otherwise

by the parties in writing. After any communication limitations have been lifted, these limitations may be reinstated upon written request of either party.

gg. g. Neither party should do the following in the presence or hearing of a minor child: demean or disparage the other party, attempt to influence a child's preference regarding custody or parent time, say or do anything that would tend to diminish the love and affection of a child for the other party, or involve a child in the issues of the custody case. Each party has a duty to use their best efforts to prevent third parties from doing what the parties themselves are prohibited from doing under this paragraph and must remove the child from those third parties if necessary.

hh. 27. Attorney Fees and Other Costs. The parties shall pay their own attorney fees.

**IT IS SO ORDERED**

**By the Court:**

Electronic signature, date of entry, and judicial seal at top

HONORABLE ANTHONY HOWELL

Fourth

District Court Judge

**Approved as to Form:**

Date: April 13, 2026

/s/ Brian Burn

Brian Burn Attorney for Petitioner

Date: April 13, 2026

/s/ Rachel Whipple

Electronically signed by Brian Burn with permission of RACHEL  
WHIPPLE

Attorney for Respondent