

**The Order of the Court is stated below:**

**Dated:** May 07, 2026  
05:33:19 PM

/s/ **MICHAEL S. EDWARDS**  
District Court Judge



BURTON LAW FIRM, P.C.  
**Troy R. Jensen (09017)**  
3785 Harrison Blvd., Main Floor  
Ogden, Utah 84403  
Telephone: (801) 393-1106  
Facsimile: (801) 393-1107  
troy@burtonlawfirm.com

Attorney for Respondent

**IN THE SECOND JUDICIAL DISTRICT COURT  
IN AND FOR DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT**

**IN THE MATTER OF THE  
MARRIAGE OF**

**DECREE OF DIVORCE**

**AARON THOMAS NICHOLSON,**

**Petitioner,**

**Case No: 254701912**

**and**

**Commissioner: Christina Wilson**

**KRISTIN KAT RUITER,**

**Judge: Michael Edwards**

**Respondent.**

The Petitioner, Aaron Thomas Nicholson, hereafter referenced as Aaron, filed his Petition for Divorce on the 15<sup>th</sup> day of December, 2025. The Respondent, Kristin Kat Ruiter, hereafter referenced as Kristin, filed her Answer on the 20<sup>th</sup> day of January, 2026. The parties signed a Stipulation and Settlement Agreement which is on file with this Court. The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having

previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

**DECREE OF DIVORCE**

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

**CHILD CUSTODY AND PARENT-TIME**

1. There have been four (4) children born as issue of this relationship and marriage, to wit, two (2) of which remain minors and are subject to this action: L.B.N., born March 2011; and K.F.N. born April 2016.
2. Kristin is awarded the sole physical and legal care, custody and control of the minor children. Aaron is awarded parent-time as agreed upon by the parties and at minimum as set forth in UTAH CODE ANN. § 81-9-302 with the exception that Aaron shall not exercise overnight parent-time until the following conditions are all met:
  - a. Aaron completes a psychosexual evaluation with a lie detection component and completes all recommended treatment.
  - b. Aaron has stable housing with sufficient accommodation for each child to have their own bedroom and appropriate bedding.
3. Until the conditions set forth in paragraph 2 are completed, Aaron shall be awarded the following minimum parent-time unless agreed otherwise by the parties:

- a. A midweek parent-time visit each Wednesday from 5:00 p.m. until 8:00 p.m.
- b. Every other weekend on Saturday from 10:00 a.m. until 8:00 p.m. until the youngest child turns twelve, at which point visits will be from 10:00 a.m. until 10:00 pm; and Sundays from 10:00 a.m. until 8:00 p.m.
- c. Holidays designated to the noncustodial parent from 10:00 a.m. until 8:00 p.m.

4. Limitations and Conduct: During parent-time with the minor children, a parent shall not engage in, nor permit the presence of any excessive alcohol consumption to the point of impairment, unlawful drug use, sexually explicit activities or pornography, violence, abuse, or neglect of the children, or illicit activity, or disrespect for law and order.

5. General Safety and Cleanliness Guidelines: The parties shall maintain clean and appropriate homes for the children, including working appliances that are accessible, a clean kitchen that is safe for food preparation, sleeping quarters free from excessive garbage, walkways shall be clear, bathrooms shall be clean, and smoke alarms shall be installed at a minimum on every floor of the home and in each sleeping room. Medications, firearms, weapons, and dangerous chemicals shall be secured and inaccessible to children. If firearms are stored in the home, they shall always be stored in an approved gun safe when the children are in the home.

6. School and Education: The minor children shall remain enrolled in their current schools and shall enroll in the same feeder schools as their classmates unless the parties agree otherwise. When school is in session, the parent who is exercising overnight parent-time on a school night

shall deliver the minor children to school prior to the designated starting time and shall ensure their homework is completed.

7. The parties shall take note that UTAH CODE ANN § 81-9-202 contains additional advisory guidelines which are to govern all parent-time arrangements between the parties, unless otherwise agreed upon by the parties.

8. Pursuant to UTAH CODE ANN § 81-9-202(19), for emergency purposes, whenever a minor child travels with either parent, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

9. In the event either party moves 150 miles or more from the residence of the other parent the parties shall abide by UTAH CODE ANN. § 81-9-209, including its notice provisions.

#### **CHILD SUPPORT**

10. Aaron is currently employed at Lynnwood Service Center and is earning a base gross monthly income of approximately \$5,200.00, excluding overtime. Kristin is currently unemployed and unable to work due to various disabilities. Kristin shall be imputed a gross monthly income of \$0.00.

11. The parties shall exchange relevant income verification to support the domestic support obligations entered herein.

12. Aaron's child support obligation shall be set at \$1,203.00 per month, pursuant to the "Uniform Civil Liability for Support Act", UTAH CODE ANN § 81-7-102 Commencing January 1, 2026. Aaron is entitled to credit for any support and premium payments tendered on or after

January 1, 2026. The parties waive any claims for retroactive support, arrears, or credits prior to January 1, 2026.

13. Child support shall be paid one-half by the fifth day of each month and the second half by the twentieth day of that month.

14. The parties shall equally share all expenses for extracurricular activities for the minor children so long as the activity is agreed upon by each party in writing.

15. Public Assistance. Kristin is receiving public assistance from the State of Utah in the form of TANF and Medicaid. Aaron shall pay child support to Kristin unless she is receiving public assistance from the State of Utah or she elects to apply for withholding services with the Office of Recovery Services. Pursuant to UTAH CODE ANN § 81-7-102, If Kristin is on public assistance Aaron shall pay child support, other than any Court ordered childcare costs, on or before the 1<sup>st</sup> day of each month to the Utah State Office of Recovery Services (P.O. Box 45011, Salt Lake City, Utah 84145-0011), unless the Office of Recovery Services notifies him that payments should be sent elsewhere. At any time when public assistance is being provided for the parties' minor children, the ongoing child support shall be awarded to the State.

16. It is proper that any federal and state tax refunds and rebates due to the child support obligor may be intercepted and applied to any then-existing child support arrearages.

17. Pursuant to UTAH CODE ANN § 26B-9-206 and/or 26B-9-207, if either party is on public assistance, the parties shall notify the Office of Recovery Services of any changes in their residence, employment, income or medical or dental insurance premiums or coverage, or change in custody, not including periods of court-ordered visitation.

18. Whether or not delinquency has occurred, the Decree of Divorce shall include an order that Kristin may request that the Office of Recovery Services implement income withholding

procedures for payment of domestic support obligations including child support and/or spousal support. UTAH CODE ANN § 26B-9-313 and UTAH CODE ANN §26B-9-405(3)(a).

19. Future Modification of Child Support: Pursuant to Utah Code Ann. § 81-6-212, the parties are hereby notified of the opportunity to adjust a child support order under any of the following circumstances:

a. Under Utah Code Ann. § 81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the order adjusting the payor's ordered support amount does not deviate from the guidelines.

b. Under Utah Code Ann. § 81-6-212(4), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others. The Court shall adjust the payor's ordered support amount to that which is provided for in the guidelines if it results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the

appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child(ren) other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

### **MEDICAL AND INSURANCE**

20. Pursuant to UTAH CODE ANN. § 81-4-406(3) and § 81-6-208, each party shall provide medical and dental insurance for the minor children if available at a reasonable cost. Each party shall equally share the out-of-pocket costs of the premium actually paid by a party for the children's portion of insurance. Any reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children shall be equally shared between the parties.

21. A party 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. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance shall provide verification of coverage to the other party, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year.

22. The party shall notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change. A party incurring medical 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 the notification requirements herein.

### NOTICE TO MEDICAL EXPENSE CREDITORS

23. Pursuant to UTAH CODE ANN § 15-4-6.7, § 81-3-105, § 81-4-204, and § 81-4-406(3): the court orders that each parent equally pay the medical and dental expenses of a minor child under UTAH CODE ANN § 81-4-204, or § 81-6-202(10), or an administrative order under § 26B-9-224, a creditor who has been provided with a copy of this order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, each party shall:

- a. Send a copy of the Court order referenced above to the creditor of the particular medical expense of the particular minor child;
- b. Notify the particular creditor of that party's current address;
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under UTAH CODE ANN §70C-7-107 or a 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 that share of the medical and dental expenses required to be paid by that parent under the order.

### ALIMONY

24. Aaron shall pay alimony to Kristin in the monthly amount of \$500.00, effective April 1, 2026, and continuing each month thereafter until the earliest of the following events to occur: (1)



the death of either party; (2) Kristin's remarriage or cohabitation with another person; (3) or the expiration of 12 years (144 months).

25. Alimony shall be paid in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

### **REAL PROPERTY**

26. During the marriage the parties have not acquired any interest in real property.

### **PERSONAL PROPERTY**

27. During the marriage the parties obtained personal property which shall be equitably divided as follows:

- a. Kristin is awarded the pool table and bed frame currently held in a storage unit owned by Aaron's father.
- b. Each party is awarded the remaining personal property as presently held in their use, possession, and control.

28. All property and all property rights which may be vested in either party because of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

29. Upon entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name.

30. If any personal property disputes arise after the Decree of Divorce has been entered, the parties shall participate in mediation to come to a resolution between them regarding the division of the disputed property, the cost of said mediation to be equally born by the parties.

### **DEBTS AND OBLIGATIONS**

31. The Parties are not aware of any existing joint debts or obligations accrued during the marriage. Each party shall be responsible for the debts incurred in their own name.

32. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt. The responsible party shall not include the debts in any bankruptcy petition.

#### **NOTICE TO CREDITORS**

33. Pursuant to UTAH CODE ANN §§ 15-4-6.5, 81-3-105 and 81-4-406(3), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

#### **HEALTH INSURANCE**

34. Kristin is currently covered by Medicaid. Each party shall be responsible for their own health insurance throughout the divorce proceedings and after the Decree of Divorce has been entered.

### **LIFE INSURANCE**

35. If either party owns a life insurance policy or an annuity contract, the court, pursuant to UTAH CODE ANN. § 81-4-406(3)(d), shall acknowledge that the owner of the policy (a) has reviewed and updated, where appropriate, the list of beneficiaries; (b) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (c) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

### **STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS**

36. The parties have not acquired any interest in stocks, bonds, mutual funds, retirement and/or other pension related assets.

### **TAX FILING**

37. The Parties shall equally share the federal tax refund (\$5,854.00) and state tax refund (\$2,457.00) for the tax year 2025. These funds have already been deposited in Aaron's bank account. Aaron shall pay Krisin one-half of the federal tax refund in the amount of \$2,957.00, and one-half of the state tax refund in the amount of \$1,228.50, a combined total \$4,155.50, no later than Friday, March 20, 2026. The Parties shall file their taxes individually for the tax year 2026 and each year thereafter.

### **MINOR'S TAX DEPENDENCY STATUS**

38. Aaron shall claim the eldest child L.N. born March 2011 as a tax dependent each and every year until only one child remains eligible to be claimed as a tax dependent. Kristin shall claim the youngest child K.N. born April 2016 as a tax dependent each and every year until only one child remains eligible to be claimed as a tax dependent. Once L.N. is no longer eligible to be

claimed as a tax dependent, the parties shall alternate claiming K.N. with Kristin claiming the child in the first eligible year. If either party is not eligible to claim a child under current tax provisions, the right to claim the child shall revert to the other parent.

39. Pursuant to UTAH CODE ANN § 81-6-210, if Aaron is not current in his domestic support obligations as ordered herein the full amount of any stimulus payment, tax credit and/or tax refund related to claiming the minor children as tax dependents shall automatically revert to Kristin in the full amount.

#### **ATTORNEY'S FEES AND COSTS**

40. The Parties shall each pay their individual costs and attorney fees incurred in this divorce action.

#### **RESTRAINING ORDERS**

41. The following restraining orders shall issue:

- a. Both parties are restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.
- b. Both parties are restrained from making visitation arrangements through the children.
- c. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.

d. 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 or shall remove the children from such circumstances.

e. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

f. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted. The children's name, likeness, image, identification, or photographs shall be strictly guarded and only released on non-public and private sites to close friends and family.

g. All contact and communication between the parties shall be via email or text, except for medical emergencies; which may be and shall be communicated via telephone immediately. Communication will be limited to matters regarding the minor child or other co-parenting or support issues. Communication shall be civil and free from harassment and any form of profanity or derogatory or demeaning language. Neither party will block the other from email or text.

h. Both parties are restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express permission.

#### **MISCELLANEOUS PROVISIONS**

42. Each party shall be ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the decree of divorce entered by the Court.

43. Kristin shall be entitled to resume use of her surname Ruiter, if she so elects.

#### **ENFORCEMENT AND MODIFICATION**

44. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties shall make a good faith attempt to resolve the issue through mediation with a court-approved mediator with each party equally paying the mediation fees

45. DEFAULT: If either party defaults in their obligations ordered herein, the party in default shall be liable to the other party for all reasonable expenses, including reasonable attorney's fees and court costs incurred in the enforcement of the obligations created herein.

--END OF ORDER--  
*Signed as indicated at the top of page one*

DATED this 9<sup>th</sup> day of April, 2026

Approved as to form and content:

/s/ Jonathan Felt\*  
Jonathan Felt  
Attorney for Petitioner

\*Electronically signed by Livi Davenport  
with consent provided via email April 9,  
2026.

**RULE 7 NOTICE TO PETITIONER**

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven days (and an additional seven (7) days if mailed by post) unless written objection is filed within that time period

Dated April 8, 2026

*/s/ Troy R. Jensen*  
Attorney for Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of April, 2026 I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Jonathan Felt  
Attorney for Petitioner

x      Email

*/s/ Livi Davenport*  
Paralegal