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Attorney for Respondent

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

IN THE MATTER OF THE MARRIAGE
OF:

TOBIN CUTLER,
Petitioner,

and

NATHAN CUTLER,
Respondent.

DECREE OF DIVORCE

Case: 264700374

Judge: Blaine Rawson

Commissioner: Julie Winkler

This matter came before the Court upon the stipulation and agreement of the parties. The Court, having reviewed the pleadings, the parties' Stipulation and Property Settlement Agreement, and the Findings of Fact and Conclusions of Law entered concurrently herewith, and being fully advised in the premises, hereby ORDERS, ADJUDGES, and DECREES as follows:

JURISDICTION AND GROUNDS

1. This Court has jurisdiction over the parties and the subject matter of this action.

2. The bonds of matrimony heretofore existing between Petitioner, Tobin Cutler, and Respondent, Nathan Cutler, are hereby dissolved, and they are granted a Decree of Divorce from each other on the grounds of irreconcilable differences.

ALIMONY / SPOUSAL SUPPORT

3. Based on the explicit waiver by both parties, alimony is hereby permanently denied to both Petitioner and Respondent.

CHILD CUSTODY AND PARENT-TIME

4. The parties are awarded the joint legal care, custody, and control of the minor children: O.C. (born February 2019) and C.C. (born March 2022).

5. The parties are awarded joint physical custody of the minor children.

6. The Joint Parenting Plan filed concurrently herewith is approved, adopted, and incorporated by reference into this Decree of Divorce. The parties shall strictly adhere to the custody, parent-time, extra-curricular, and dispute resolution provisions outlined in the Joint Parenting Plan.

7. Pursuant to the Joint Parenting Plan, Tobin's home is designated custodial for purposes of the children's school.

SUPPORT PAYMENTS

8. **Child Support:** Based upon Petitioner's gross monthly income of \$4,333 and Respondent's gross monthly income of \$5,416, and calculated according to the Utah Uniform Child Support Guidelines using the Joint Physical Custody Worksheet, Respondent shall pay to Petitioner the sum of \$625 per month for child support.

9. **Duration:** The child support obligation shall continue each month until a child attains the age of eighteen (18) years and graduates from high school with his or her regular class, or otherwise becomes emancipated.

10. **Income Withholding:** Pursuant to Utah law, all child support payments shall be subject to immediate income withholding through the Office of Recovery Services (ORS), unless the Court or ORS finds good cause to waive income withholding or the parties mutually agree in writing to an alternative payment arrangement.

11. **Child Care Expenses:** The parties shall share equally (50%/50%) all reasonable, work-related child care expenses incurred for the minor children. Pursuant to Utah Code § 81-6-209, the parent incurring the expense must provide the other parent with written proof of the expense within thirty (30) days of incurring it, and the other parent shall reimburse their 50% share within thirty (30) days of receiving such proof. If Petitioner is able to provide child care at no charge, she shall be given first opportunity to do so before other child care arrangements are made and expenses incurred.

HEALTH AND LIFE INSURANCE

12. **Medical Insurance:** The parties shall maintain statutory medical insurance for the minor children. Respondent shall provide the primary coverage. The parent providing statutory medical coverage for the minor children is entitled to a credit for one-half of the premiums paid for the minor children, which may be offset against the child support.

13. **Uninsured Medical Expenses:** The parties shall share equally (50%/50%) all out-of-pocket and uninsured medical, dental, optical, and orthodontic expenses for the minor children.

Pursuant to Utah Code § 81-6-208, the parent incurring the expense must provide the other

parent with written proof of the expense within thirty (30) days of payment, and the other parent shall reimburse their 50% share within thirty (30) days of receiving such proof.

14. **Life Insurance:** Each party shall maintain the children as beneficiaries on their respective life insurance policies.

REAL PROPERTY

15. The marital home shall be put up for sale by July 1, 2026.

16. The parties shall exchange real estate agent options within seven (7) days and engage one of them as soon as possible. If the parties cannot agree on a name from their provided lists, they shall engage the agent from the list who provides services at the lowest percentage or cost.

17. From the sale proceeds, the parties shall pay off the following debts and divide any remaining equity equally, except that Nathan shall be responsible for reducing the amount of the HELOC by \$4,000 out of his portion of the proceeds for his prior HELOC withdrawal: a. 1st Mortgage (estimated at \$230,000) b. HELOC (estimated at \$23,000) c. Roof expense (\$6,000) d. Sam's Card balance (\$2,500) e. Costco Card balance (\$5,400)

DEBTS AND FINANCIAL ACCOUNTS

18. Nathan shall pay Tobin \$1,600 for the phone out of his share of the equity from the sale of the home.

19. Nathan shall reimburse Tobin \$750 for withdrawals from the shared account out of his share of the equity from the sale of the home.

20. Each party is awarded their respective student loans as their sole and separate debt.

21. The parties shall take all necessary steps to remove Nathan from the joint America First Credit Union account.

22. Nathan shall immediately move the auto withdrawals from the Apple Credit Card and Affirm to his individual bank account.

23. Tobin is awarded the right to keep and manage the children's savings accounts for their benefit.

24. **Hold Harmless and Indemnification:** Each party shall be solely responsible for the debts assigned to them herein. If either party fails to pay a debt assigned to them, they shall indemnify and hold the other party harmless from any resulting damages, liability, collection costs, and attorney fees.

VEHICLES

25. Each party is awarded the vehicle they are currently driving as their sole and separate property.

26. The parties shall take all reasonable steps necessary to remove the other's name from any vehicle loans or titles.

27. Nathan shall acquire his own auto insurance by July 1, 2026.

28. Nathan shall reimburse Tobin \$206 for the June vehicle insurance payment out of his share of the proceeds from the sale of the house, if not sooner.

PERSONAL PROPERTY

29. The parties are awarded the personal property currently in their respective possession.

30. Nathan is awarded the dog, Rey. Should Nathan decide to sell or rehome the dog, Tobin is granted the right of first refusal.

MINOR'S TAX DEPENDENCY STATUS

31. The parties shall each be entitled to claim one of the minor children for purposes of tax dependency status, so long as there are two minor children. Once the oldest child has reached majority, the parties shall alternate years claiming the youngest child on taxes. Petitioner shall be entitled to claim the dependency status for the first year after only one minor child remains, so long as Respondent's child support is current.

MISCELLANEOUS PROVISIONS

32. Each party is ordered to take any action and to execute and deliver to the other party such documents as are required to implement the provisions of this Decree of Divorce.

33. Petitioner, Tobin Cutler, is entitled to resume the use of her maiden name, Niebrugge, should she desire to do so.

34. This Decree of Divorce shall constitute a final judgment on the merits of this case.

JUDGE'S SIGNATURE APPEARS AT TOP OF FIRST PAGE

RULE 7 NOTICE TO PETITIONER

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Judge of the above-entitled Court for his signature, upon the expiration of seven (7) days from the date this Decree of Divorce is emailed to you, and after allowing seven (7) additional days for mailing (if this order is mailed to you), or upon written objection.

DATED this 8th day of June, 2026.

/s/Michael Forsberg

Michael Forsberg
Attorney for Respondent

DATED this 11th day of June, 2026
Approved as to form and content:

/s/Robert Froerer (with email permission)

Robert Froerer
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of June, 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):

Robert Froerer
Attorney for Petitioner

Electronic Filing
X Email

Nathan Cutler

X Email

/S/Rebecca Buck, LPP