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**IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

KRISTEN JEANETTE SMITH,
Petitioner,

and,

NICKOLAS GEORGE SMITH,
Respondent

**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 254904287

Judge: Gibson

Commissioner: Blomquist

This matter came before the Court on Respondent's *Motion for Entry of Decree of Divorce* and in accordance with Rule 104 of the Utah Rules of Civil Procedure. The parties entered into a *Stipulation and Settlement Agreement* resolving all outstanding issues related to the case and the stipulation has been filed with the Court. The Court has reviewed the file in this matter and has determined that the Court has jurisdiction to enter a final *Decree of Divorce*, and, that the parties meet the criteria for the grounds of irreconcilable differences. The Court having previously entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED AND DECREED

The Parties are awarded a *Decree of Divorce* severing the marital bonds that exist between the parties.

CHILDREN

1. The following children have been born as issue of the parties' marriage:
 - a. S.O.J.S. date of birth July, 2005 (who has reached the age of majority);
 - b. M.A.J.S. date of birth July, 2007 (who has reached the age of majority) and;
 - c. T.N.S. date of birth March, 2009.
 - d. No other children are expected.

CHILD CUSTODY

2. The parties shall share joint legal and joint physical custody of T.N.S.
3. T.N.S. will reach the age of majority in March of 2027.
4. For purposes of parent-time, the parties shall follow abide by U.C.A. 81-9-305. Kristen will be designated the non-custodial parent for holiday and extended parent-time purposes and Nickolas will be designated the custodial parent. A copy of U.C.A. 81-9-302 is attached herein and incorporated by reference. This statute references the holiday parent-time schedule the parties will follow.
5. The parties agree that given the child's age, they will respect the child's opinions and desires about the parent-time schedule. The parties agree that they will support T.N.S. spending time with Kristen especially during the holidays.
6. **Relocation:** The parties shall follow the relocation statute outlined in Utah Code Ann. §81-9-209 and *Ross v. Ross*, 2019 UT App 104.

CHILD SUPPORT

7. Kristen is currently unemployed but looking for work. The parties 2024 personal tax return shows that in 2024 Kristen earned income from Home Depot in the amount of \$3,528.00 and a distribution from her 401k of \$24,451.00 Kristen has gross yearly earnings of \$27,979.00 or \$2,331.58.
8. Nickolas is currently self employed by Coordinare. The parties 2024 personal tax return shows that Nickolas had gross monthly earnings of \$1,690.00.
9. Using the current incomes of the parties and a joint child support worksheet, Kristen's child support obligation to Nickolas is \$53.00. This amount is in compliance with the Child Support Guidelines.
10. Given the nominal amount of child support under the worksheet, the parties agree that neither party will exchange child support with the other.

MEDICAL EXPENSES

11. Whichever party has insurance available to them for medical, dental, vision and orthodontic expenses at a reasonable cost through their employer, will carry insurance for and on behalf of the minor child.
 - a. Both parties agree to share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion shall be calculated by dividing the premium amount by the number of parties on said plan.
 - b. Both parties will share equally all reasonable and necessary uninsured medical, dental, vision and orthodontic expenses, including deductibles and co-payments, incurred for the minor child, and actually paid by the parties.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent will notify the other parent or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

d. A parent who incurs medical, dental, vision and orthodontic expenses will provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, vision and orthodontic 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 comply with the above paragraphs.

12. The parties are on notice that pursuant to UCA §15-4-6.7, the collection of medical and miscellaneous expenses of the minor child are subject to the following provision. Upon this Court entering an order

a. that provides for the payment of medical and dental expenses of the minor children, a provider who receives a copy of the order: a. at or before the time the provider renders medical or dental services to the minor children shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

- b. within 30 days after the day on which the provider renders the medical or dental service, may not:
- c. make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or
- d. 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 medical and dental expenses that the parent is required to pay under the order.

CHILD RELATED EXPENSES

13. Both parties will share equally all child related expenses incurred for the minor child, including but not limited to: school registration fees and costs, educational related fees and costs, and any agreed upon extra-curricular activities on behalf of the minor child. Both parties shall pay their one-half share directly to the provider, school, or program for and on behalf of the child. If one parent pays the entire cost, that parent will email the other parent proof of the cost and payment and the reimbursing parent shall pay their share within thirty (30) days of receiving verification of the expense.

PARENTING PLAN

- 14.** The parties' communication will focus on the needs and interests of their child.
- 15.** The parties will be civil in their communication with one another.

16. The parties will do their best to accommodate their co-parent's reasonable requests to take the child to special family events.
17. Each party will strive to focus their conversations with one another on the child, rather than on each other; to encourage their child to understand that differences will occur and attempt to adapt to those differences without suggesting that the other parent must love them less.
18. The parties will abide by a "no contention" rule. This means that from this day forward, they will not allow any contention to occur between them. Rather, they will focus on problem solving rather than fighting. To solve a problem, they may need to postpone a conversation until after they have obtained more information or completed research concerning the problem or issue. Rather than rash personal opinions, the parties will share their ideas and research as they work towards a resolution.
19. If there is a dispute and the parties are unable to reach an agreement on their own, prior to making a decision on the same, the parties will attend mediation. The costs of mediation will be shared equally between the parties. If an agreement is not reached in mediation, a party can then choose to bring the matter before the court.
20. The parties will not use their child as messengers or problem solvers.
21. The parties will be courteous and respectful when exchanging the child.
22. Each parent will ensure that the child attends regularly scheduled activities while the child is with that parent, including school functions, sports activities, and mutually agreed upon extra-curricular activities.

23. Both parties will reasonably assist and facilitate the minor child in his homework, school projects and other extra-curricular activities/projects.
24. The parties will ensure that the minor child attends regular school and will ensure that the child arrives at school on time daily. The parent, with whom the child has resided during the night, will ensure that the child is taken to school the next morning.
25. The receiving party will be responsible for transportation.
26. The parties will have reasonable telephone/electronic access to the child when the child is in the care of the other parent. The child is always free to contact the other parent whenever the child desires.
27. Both parties will notify one another in the event they travel away from their home out-of-state overnight, with the child. Notification will consist of departure and return dates, itinerary, and number where the other party can be reached. Notification will be provided as soon as the trip is scheduled but in no event, at least 48 hours before departure.
28. If either party wishes to travel with the child to a foreign country, written consent from the other party shall be obtained. Consent shall not be unreasonably withheld. Notification of any foreign travel shall take place at least 14 days prior to travel. The child's passport will be given to the party who is traveling with the child.
29. Neither party will speak negatively about the other party in the presence of the child. The parties also are ordered to remove the child from the presence of any third party who is speaking negatively about the other party in the presence of the child. Both parties are restrained from discussing any litigation issues with the child.

30. Each party will always know where the minor child is living. Any addresses will be shared within 24 hours of any change in address. Each party will always be provided a telephone number where the child can be reached.

31. The parties agree that Kristen will have a weekly update, from Nickolas, about what is happening with T.N.S. with school; medically; socially and otherwise. This weekly update can be via email or on the phone. Kristen will provide T.N.S. with a phone (that she will pay for) that she will use to communicate with T.N.S. and Nickolas will ensure that T.N.S. is available for a weekly phone call between T.N.S and Kristen. Absent mutual written agreement otherwise, the phone call will take place on Monday at 7:00 p.m. Kristen will initiate the call. If the call needs to be rescheduled, the parties will find a mutually agreed upon time that works.

REAL PROPERTY

32. During the marriage the parties acquired two (2) separate homes located at the following addresses: 13844 Belle Isis Bay, Herriman, Utah 84096 and 5281 Saguaro Drive, West Jordan, Utah 84081. These homes have both been sold.

33. The proceeds from the sale of the Belle Isis Bay home are currently being held with Bhava Title. Kristen will be awarded all proceeds from the sale of the Belle Isis Bay home free and clear of any claim by Nickolas. These funds shall be immediately all released to Kristen. The parties agree that upon presentation of this Stipulation and Settlement Agreement executed by both parties, the title company can release all funds they are holding directly to Kristen.

34. Nickolas will deliver (through counsel) (\$41,800.00) from the sale of the 5281 Saguaro Drive residence to Kristen by no later than August 28, 2026. Kristin will pick up this money from Nickolas' attorney's office, unless otherwise agreed.

PERSONAL PROPERTY

35. During the marriage the parties acquired the following vehicles that shall be divided as follows:

a. 1993 Ford Bronco: This vehicle is awarded to Kristen free and clear of any claim by Nickolas. Nickolas will deliver the title of this vehicle to Kristen at the same time that he brings the funds to Kristen from the West Jordan home. (No later than August 28, 2026).

b. 2018 Chevrolet Suburban: This vehicle is awarded to Nickolas free and clear of any claim by Kristen.

c. 1986 Ford Bronco: This vehicle shall be awarded to the parties' son T.N.S. with neither party receiving equity from the vehicle.

d. 2012 Infinity: This vehicle shall be awarded to the parties' adult daughter, S.S., with neither party receiving equity from the vehicle. Nickolas will deliver the title of this vehicle to Kristen (who will then give it to S.S.) at the same time that he brings the funds to Kristen from the West Jordan. (No later than August 28, 2026).

e. Toyota 4-Runner: This vehicle shall be awarded to the parties' adult daughter, M.A.J.S. with neither party receiving equity from the vehicle.

f. Camper Trailer: This trailer shall be awarded to Nickolas free and clear of any claim by Kristen. There is a debt on this trailer in the amount of approximately \$24,000.00. Nickolas

alone will assume financial responsibility for this debt holding Kristen harmless for any liability therein. This trailer is financed only in Nickolas' name.

g. Enclosed Trailer: This trailer shall be awarded to Nickolas free and clear of any claim by Kristen.

h. 4-Wheeler: The 4-Wheeler shall be awarded to Nickolas free and clear of any claim by Kristen.

36. Each party shall be awarded the personal property items that are currently in their possession.

37. Within thirty (30) days after entry of the Decree of Divorce, the parties will separate car insurance from one another. Nickolas will be responsible for maintaining vehicle insurance and T.N.S.' until he is no longer a minor without contribution from Kristen.

PROVISIONS RELATING TO DEBT

38. During the course of the marriage the parties have acquired marital debt.

39. Each party shall assume and be responsible for any and all debts in their individual names holding the other party harmless for any liability therein. There are not any joint debts.

PROVISIONS RELATING TO BANK AND INVESTMENT ACCOUNTS

40. Each party shall be awarded the bank accounts in his or her individual name free and clear of any claim by the other party.

41. There are not any joint bank accounts. If any joint accounts do exist or someone is listed on an account, the parties will both cooperate in executing any documents to remove their names from the account and give it to the primary account holder.

42. Kristen shall be awarded her retirement accounts free and clear of any claim by Nickolas. Nickolas has represented that he does not have any retirement accounts.

43. Nickolas is awarded the stock accounts with Tellus and the investments with Miller Bates and Title Petroleum free and clear of any claim by Kristen.

FAMILY SUPPORT

44. Neither party shall pay alimony to the other.

45. Within two (2) years from entry of the Decree of Divorce, Nickolas will pay Kristen \$200,000.00 as a property settlement. This amount will be paid as follows: \$100,000.00 will be paid by no later than one year from entry of the Decree of Divorce and the second installment of \$100,000.00 will be paid to Kristen by Nickolas by no later than two years from entry of the Decree of Divorce. Nothing prevents Nickolas from paying off these sums to Kristen sooner if he is able.

MISCELLANEOUS PROVISIONS

46. **Tax Filings:** 2025 tax year: The parties agree that they will file their 2025 tax returns married filing separate. Each party will be responsible for their own tax liabilities associated with those years. Each party would be awarded any refund associated with their filings holding the other party harmless therein. Nickolas will return Kristin's tax

documentation for 2025 to her (along with the delivery of other items identified herein) within 30 days of entry of the Decree of Divorce.

BUSINESS INTERESTS

47. During the marriage, the parties acquired various interests in different business entities including, but not limited to: Coordinare, LLC, Auxilium LLC, Milo Holdings, Nicco Development, SFV Inc, Trout Development. There may be other business interests not identified herein that exist. The parties agree that Nickolas shall be awarded these business interests free and clear of any claim by Kristen. The parties agree that Nickolas will assume all financial responsibility and liability for these business interests, holding Kristen harmless for any liability therein.

48. The parties agree that they will work with one another to identify and dissolve any business interest that lists both parties on the business documentation. Nickolas alone will be responsible for any costs associated with preparing the dissolution paperwork. This process will happen within ninety (90) days after entry of the Decree of Divorce.

MISCELLANEOUS PROVISIONS

49. Both parties shall be restrained from bothering, threatening, or harassing one another.

50. Kristen shall be restored to her maiden name of WILEY shall she choose.

51. Nickolas will transfer ownership of Kristen's business website so that she can be the administrator of her business website. This will happen within seven days of entry of the Decree of Divorce.

52. The parties will cooperate with one another to dissolve the Nickolas and Kristen J. Smith Family Trust. This cooperation will happen within thirty (30) days from entry of the Decree of Divorce.

53. Document Execution. Each party shall be ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

**END OF DOCUMENT
COURT SIGNATURE CAN BE FOUND ON THE TOP OF THE FIRST PAGE**

Approved as to Form

/s/ Sarah Giacobelli
Counsel for Petitioner
E-signed by Wade Taylor
With Permission of Sarah Giacobelli
Given Via Email on September 3, 2026

Rule 7(j) Notice

Pursuant to Rule 7, Utah Rules of Civil Procedure, a true and correct copy of the above Order was served electronically, and if necessary, by being mailed, postage pre-paid on the 25th day of August, 2025, to the parties listed below. Notice of objections to this Order must be submitted to the Court and counsel within 7 days after service. Shall no objections to this Order be submitted to the Court and counsel within 7 days after service, this Order shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served via electronic service, or if necessary, by US Mail, a true and correct copy of the foregoing *Decree of Divorce* on the 25th day of August, 2025 to the following individuals:

Sarah Giacobelli
Counsel for Petitioner

/s/ Wade Taylor