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**Attorney for Petitioner**

**IN THE DISTRICT COURT OF UTAH**  
**SECOND JUDICIAL DISTRICT, WEBER COUNTY**  
**2525 Grant Avenue, Ogden, Utah 84401**

In the Matter of the Marriage of:  
**JORDYN ANN RIZER,**  
Petitioner,

and

**NICK RIZER,**  
Respondent.

**DECREE OF DIVORCE**

Case No. 264900585

Judge: Catherine Conklin  
Commissioner: Brandon Richards

Petitioner, **JORDYN ANN RIZER**, by and through her counsel of record, Ally Jamerson of Fontenot Law, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

**DIVORCE**

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

**JURISDICTION**

2. The above-titled court has personal jurisdiction over both Petitioner (hereinafter "Jordyn") and

Respondent (hereinafter “Nick”) pursuant to Utah Code Annotated § 81-4-402, because both parties were bona fide residents of Weber County, Utah, for more than ninety (90) days immediately prior to the commencement of this action.

3. Utah has jurisdiction over the custody and parent-time issues pursuant to Utah Code Annotated §§ 81-11-101, 81-11-201, and 81-11-208. Utah is the current home state of the minor children and has been for over six (6) months immediately prior to the commencement of this action. Furthermore, neither party is aware of any other custody, child support, or parent-time cases involving the minor children in any court or government agency.

### **CHILD CUSTODY**

4. The parties are the legal parents of the following minor children: N.L.A.R. (born January 2020) and S.M.J.R. (born December 2022).

a. Neither party is aware of any custody, child support, or parent-time cases involving the minor children in any court or government agency. This includes filed, pending, and completed cases.

b. The parties have physical custody of their minor children and are the only people who have custody, child support, and parent-time rights to their children.

5. The parties shall be awarded joint legal custody of their minor children.

6. The parties shall be awarded joint physical custody of their minor children.

### **PARENT-TIME**

7. Parent-time shall be as the parties may agree. If they are unable to agree, the parties shall be awarded parent-time as follows:

- a. Jordyn shall exercise parent-time from Monday to Friday.
- b. Nick shall exercise parent-time from Friday to Monday.
- c. Whenever possible, all exchanges shall occur at the minor children's school at the time school is normally released. When school is not in session, the parties shall exchange the children at 4:00 p.m.

**8.** Extended parent-time shall be as the parties may agree. If they are unable to agree, the parties shall be awarded extended parent-time pursuant to Utah Code Annotated § 81-9-305(5), as follows:

- a. Each year, both parties may designate two (2) consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.
- b. In even-numbered years, Nick shall make his designation any time before May 1<sup>st</sup> and Jordyn shall make her designation after May 1<sup>st</sup>.
- c. In odd-numbered years, Jordyn shall make her designation any time before May 1<sup>st</sup> and Nick shall make his designation after May 1<sup>st</sup>.
- d. If a party fails to make their designation by May 1<sup>st</sup> in their given year, the party who provides notice first shall be given priority.

**9.** Holiday parent-time shall be as the parties may agree. If they are unable to agree, the parties shall be awarded holiday parent-time pursuant to the table below.

<b>Holiday</b>	<b>Holiday Time Period</b>	<b>Nick</b>	<b>Jordyn</b>
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be	Odd years	Even years

	<p>with the minor child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>		
Columbus Day	<p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p> <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p>	Even years	Odd years
Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>	Odd years	Even years
Halloween	<p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>	Even years	Odd years
Veterans Day	<p>(1) Holiday begins at 6 p.m. on the day before Veterans Day.</p> <p>(2) Holiday ends at 7 p.m. on Veterans Day.</p>	Odd years	Even years
Thanksgiving	<p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school.</p>	Even years	Odd years

Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school	Odd	Even

	dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	years	years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years	
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years

Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years
Jordyn's Birthday	Jordyn shall have parent-time each year on her birthday from 3:00 p.m. until the following morning when Jordyn delivers the child to school, or 8:00 a.m. if there is no school.		All years
Nick's Birthday	Nick shall have parent-time each year on his birthday from 3:00 p.m. until the following morning when Nick delivers the child to school, or 8:00 a.m. if there is no school.	All years	

**10.** The following provisions shall apply regarding holiday parent-time:

- a. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the party exercising the holiday or the party's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school.
- b. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over extended parent-time if the party exercising extended parent-time takes the child away from that party's residence for the extended parent-time.

**11.** There shall not be curbside transfers. The party dropping-off or picking-up a child may accompany the children to the other party when parent-time transfers are made.

## **PARENTING PLAN**

### ***Joint Decision-Making***

**12.** Each party shall make day-to-day decisions for the children during the time they are caring for the children. Either party may make emergency decisions affecting the health or safety of the children. A party who makes an emergency decision must share the decision with the other party as soon as reasonably possible.

**13.** The parents shall share responsibility for making major decisions about the children. If there is a disagreement and the parties need to resolve a dispute regarding the children, they shall discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they shall attend mediation before bringing the issue to the court.

#### ***Education Plan***

**14.** The minor children shall attend school based on Jordyn's home residence.

**15.** Both parties have the authority to check the children out of school. Both parties have access to the children during school.

**16.** If the parties cannot agree, education decisions shall be made by Jordyn.

#### ***Communication***

**17.** The parties shall communicate with each other by any method.

**18.** The parties agree they will: (a) provide age-appropriate help to the children to communicate with the other party; and (b) give the children privacy during their communication with the other party. The parties shall not interfere with or monitor communication between the children and the other party.

**19.** The parties and children may communicate with each other whenever the children choose by any method.



### ***Records and Information Sharing***

20. Both parties shall have access to records and the ability to consult with providers regarding education, child care, and health care.

### ***Travel by Children***

21. During their parent-time, the party may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

22. If the children will be travelling for more than seven (7) days, the party arranging the travel shall notify the other party at least thirty (30) days in advance. That party shall give the other party the travel schedule, locations, and phone numbers at least seven (7) days in advance. In case of emergency, the party shall provide as much notice as possible.

### ***Relocation by Parent***

23. Neither party may relocate with the minor children more than 100 miles from their current residence without a written agreement signed by the parties or further court order.

24. If either party lives more than 149 miles away from the other or the parties live in separate countries, costs for the children's travel expenses for parent-time shall be paid by the party who moved.

25. If a party has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they shall be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within thirty (30) days of receipt of documents detailing those expenses.

### **CHILD SUPPORT**

**27.** Jordyn is currently employed by Sam's Club, and her gross monthly income for child support purposes is \$5,250.00.

**28.** Nick is currently employed by AAA, and his gross monthly income for child support purposes is \$6,663.00.

**29.** Based upon a joint custody worksheet with Jordyn awarded 200 overnights and Nick awarded 165 overnights, Nick's child support obligation would be \$399.00. Therefore, the parties agree that Nick shall pay child support in the amount of \$400.00 each month to Jordyn.

**30.** Pursuant to Utah Code Annotated § 81-6-213, child support for a minor child shall terminate at the time: (i) the child becomes eighteen years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Annotated Title 80, Chapter 7, Emancipation.

**31.** Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet pursuant to Utah Code Annotated, Chapter 6, Parts 1 and 2. The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

**32.** Nick shall pay child support via Venmo unless otherwise agreed upon by the parties in writing.

**33.** If the parties elect to use ORS, Nick shall pay any ORS fees. If Jordyn is the ORS applicant and the fees are withheld from payments to Jordyn, Nick shall reimburse Jordyn.

**34.** The parties must notify each other within thirty (30) days of any change in their income.

### **DEPENDENT CHILDREN FOR TAX PURPOSES**

**35.** Jordyn shall claim the parties' children as dependents/exemptions for tax purposes in odd-numbered tax years.

**36.** Nick shall claim the parties' children as dependents/exemptions for tax purposes in even-numbered tax years

### **HEALTH INSURANCE**

**37.** Pursuant to Utah Code Annotated § 81-6-309, the parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage.

**38.** The parties shall maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost, then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

**39.** If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Nick shall be primary coverage for the child and the health insurance plan of Jordyn shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent 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 child.

**40.** Both parties shall equally share the out-of-pocket costs of the insurance premiums. Both

parties shall equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

**41.** The party who pays health care expenses must provide the other party written verification of the cost and payment within thirty (30) days.

**42.** If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

**43.** On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

**44.** If there is any change in coverage, within thirty (30) days of the change, the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

#### **CHILD CARE EXPENSES**

**45.** Pursuant to Utah Code Annotated § 81-6-209, both parties shall equally share all reasonable work, career, or occupational training-related child care expenses.

**46.** The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information.

**47.** The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within thirty (30) calendar days of the change.

**48.** The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

49. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

50. Unless otherwise agreed upon by the parties in writing, a child care provider for the children must be: (a) a licensed child care provider, or (b) a relative, friend, or neighbor.

#### **PUBLIC ASSISTANCE STATEMENT**

51. Pursuant to Utah Code Annotated §§ 81-6-106(2) and (3), neither party has received or is receiving public assistance from the State of Utah.

#### **PERSONAL PROPERTY**

52. All personal property not addressed in this Decree of Divorce shall be divided as the parties have already divided it.

#### **DEBTS AND OBLIGATIONS**

53. The parties are not aware of any debts or obligations from the marriage. If any debts exist, each debt shall be the responsibility of the party who incurred the debt.

54. Each party shall indemnify and hold the other party harmless on any and all debts or obligations that the other party is ordered to pay.

55. Pursuant to Utah Code Annotated § 81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

#### **REAL PROPERTY**

56. During the course of the marriage, the parties acquired real property located at 2156 West

5500 South, Roy, Utah 84067, more specifically described as follows:

- a. Tax ID: 09-170-0015
- b. Legal Description: ALL OF LOT 27, ROSEWOOD ESTATES, ROY CITY, WEBER COUNTY, UTAH.
- c. Date property acquired: August 1, 2016
- d. Names on title: Nicklaus A. Rizer and Jordyn Warren
- e. Original cost: \$147,000.00
- f. Current value: \$348,300.00 (property values estimated based on Zillow)
- g. Names on mortgage: Nicklaus A. Rizer
- h. Date mortgage acquired: August 1, 2016
- i. Mortgage balance: \$113,370.03 (at the time of signing the Divorce Stipulation)
- j. Monthly payment: \$1,116.88 (at the time of the signing the Divorce Stipulation)

**57.** Nick shall be awarded the sole ownership of this property.

**58.** Nick shall be solely responsible for the mortgage of this property, and Nick shall provide a copy of this Decree of Divorce to the lender.

**59.** It is the parties' understanding that Jordyn is not on the mortgage of the home. However, if it is discovered that Jordyn is named on the mortgage, then the parties shall work together to immediately refinance the mortgage into Nick's name. Each party shall cooperate in this process and execute any paperwork necessary to remove Jordyn's name from this debt.

**60.** Jordyn shall sign a quitclaim deed transferring all interest in the home to Nick. Each party

shall cooperate in this process and execute any paperwork necessary to remove Jordyn's name from the title of the home.

#### **ALIMONY**

**61.** Neither party shall pay alimony now or in the future.

#### **RETIREMENT AND RELATED ASSETS**

**62.** The parties do not need a court order about retirement money.

#### **MISCELLANEOUS**

**63.** Jordyn Ann Rizer changed her name when the parties married. Jordyn Ann Rizer's name shall be **Jordyn Ann Warren** after the divorce.

**64.** Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

**65.** The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF  
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/ Nick Rizer

Nick Rizer

Respondent

\*\* Signed electronically with permission  
via email from Nick Rizer.

**CERTIFICATE OF DELIVERY**

I hereby certify that on this 15<sup>th</sup> day of May, 2026, I e-filed and/or emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Nick Rizer  
2156 West 5500 South  
Roy, Utah 84067  
rizer30@gmail.com

/s/ Angela Trolio