



Nonie Ferguson #16044
Aubrey Staples #18103
Attorneys for Petitioner
LAW ELEVATED, LLC
1795 Sidewinder Drive, Ste. 200
Park City, UT 84060
435-800-2963
nonie@law-elevated.com
aubrey@law-elevated.com

PRIVATE RECORD

IN THE FOURTH JUDICIAL DISTRICT COURT, HEBER CITY DEPARTMENT,
IN AND FOR WASATCH COUNTY, STATE OF UTAH

In the matter of the marriage of:	
NICOLE LEAH RUSHIN,	DECREE OF DIVORCE
Petitioner,	Tier 4
and	Civil No. 264500115
CHARLES JAMES RUSHIN,	Judge Jennifer A. Mabey
Respondent.	

The above-entitled matter came before the court on Petitioner, Nicole Rushin's (hereinafter, "Nicole"), and Respondent, Charles Rushin's (hereinafter, "Charles"), *Stipulated Petition for Decree of Divorce*, [Docket #1] (hereinafter "Stipulation") which has been filed with the Court and resolves all issues. The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

Jurisdiction

1. Nicole is a *bona fide* resident of Wasatch County and has been for more than 90 days immediately prior to the commencement of this action.

2. The parties were married on April 4, 1998, in Duval County, State of Florida, and are presently married.

3. Pursuant to Utah Code Ann. §81-4-402(1)(c), both parties to the marriage have consented to personal jurisdiction for divorce under Utah Code Ann. §81-2-303(5)(a)(ii). The parties have consented to subject matter jurisdiction pursuant to Utah Code Ann. §78A-5-102(1).

4. Neither party is an active member of the U.S. military.

5. Neither party is receiving public benefits in the form of food stamps or Medicaid.

Grounds

6. During the course of the relationship, the parties have experienced difficulties that cannot be reconciled, which have prevented the parties from continuing a viable marriage relationship.

7. The parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences, and their marriage is hereby dissolved immediately.

Children

8. There are no remaining minor children born as a result of the marriage, and none are expected.

Debts and Obligations

9. There are no joint debts that need to be divided.

10. Each party shall take their sole and separate debt and shall indemnify, assume, and hold the other harmless from any and all sole and separate debts.

11. Pursuant to Utah Code Ann. § 81-4-406(3), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses and refinance any debt that is in the other party's name into solely their name within 60 days.

Provisions Relating to Financial Assets

12. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts. The financial assets acquired during the parties' marriage are listed below:

- a. Wells Fargo xx2457;
- b. Wells Fargo xx2952; and
- c. Wells Fargo xx 3427.

13. The three accounts identified above shall be closed and all proceeds equally divided between the parties. If either party wishes to maintain any account(s) identified above, they may do so with the agreement of the other, provided that they pay one-half (1/2) of the total value of all assets held in the account to the party relinquishing the account, and that they take all necessary steps to remove the other party from the account within thirty (30) days from the entry of any final decree.

14. Neither party shall diminish the value of the accounts except to pay for daily living necessities.

15. All separate financial assets acquired after the parties' separation shall be awarded to the party whose name appears on the account.

16. The parties are currently pursuing a "lemon lawsuit" related to their UTV. Pursuant to the agreement of the parties, any money received from the lawsuit shall be equally divided between them after they first pay their lawyer.

17. Any account not specifically mentioned herein shall be equitably divided between the parties.

Vehicles, Trailers, Boats, UTV's, Etc.

18. During the course of the marriage, the parties acquired certain vehicles, which shall be awarded free and clear to the indicated recipient without any claim by the other as follows:

- d. 2015 Porsche Macan – awarded to Nicole;
- e. 2017 Jeep Wrangler – awarded to Nicole;
- f. 2006 Chevy Silverado - awarded to Charles;
- g. 2019 Renegade 3200 AM – this vehicle is in the process of being purchased and the parties have agreed on a division of the proceeds;
- h. 2024 Can Am – this has been sold and the proceeds divided;
- i. 2010 Grizzly – awarded to Charles;
- j. 2025 Yamaha Tenere - awarded to Charles; and
- k. H2 – This is the UTV referenced in paragraph 16 above. Pursuant to the agreement of the parties, any proceeds from the pending lawsuit shall be divided equally after any associated legal fees have been paid.

19. For each vehicle awarded to either party above, they shall be awarded the same free and clear of any claim by the other. The party who is awarded a vehicle shall assume indemnify and hold the other harmless from any and all debts and liabilities associated with the same.

20. Each party shall be responsible for the upkeep, maintenance, and bills of any vehicle or other item of personal property they are awarded.

21. The parties shall complete any necessary transfer document(s) needed to transfer any vehicle titles as needed. Any vehicles currently financed under both parties shall be refinanced solely in the name of the party being awarded the vehicle within 60 days from the entry of the final decree of divorce.

Personal Property

22. During the course of the marriage, the parties acquired various items of personal property which shall be equitably divided between the parties as they can agree. If they can't agree, they shall flip a coin in the air and Nicole shall call it first. If Nicole wins the coin toss, she gets to keep the item. The parties shall do this for all items in dispute rotating who gets to call the item in the air.

23. The parties shall cooperate to divide any remaining personal property that has not already been divided.

24. Each party shall be awarded his/her own clothing and personal effects and any items acquired prior to the marriage or during the marriage as gift or inheritance.

25. Each party shall return to the other any personal items that may inadvertently be in his/her possession.

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

Real Property

27. During the course of their marriage, the parties acquired real property located at 5282 North Oldgate Road, Heber City, UT 84032 (hereinafter “Heber Home”).

28. The parties have previously listed the Heber Home for sale with a mutually agreed upon real estate agent. Once the Heber Home is sold, the proceeds shall be used first to pay off any home mortgage, loan, realtor fees and commissions. Thereafter, the parties shall divide the remaining equity equally. In the event of a dispute over the real property related to the sale, the parties shall defer to the realtor. Until the Heber Home is sold, neither party shall have romantic guests at the property.

29. The parties also acquired real property known as MZA 2 Lot 5, Phase II, Valle del Sol, Cabo San Lucas, Mexico (hereinafter “Mexico House”). A home is being constructed on the Mexico House, and to date the parties have expended Five Hundred Ten Thousand Dollars (\$510,000) in total on the real estate and construction costs.

30. The Mexico House shall be awarded to Charles, subject to Charles paying Nicole one-half (1/2) of the marital costs, or Two Hundred and Fifty-Five Thousand Dollars (\$255,000). Charles shall immediately pay Nicole her share of the equity from the Mexico House from his proceeds of the Heber Home when it is sold if the Mexico House is completed before the Heber home is sold.

31. The parties have also acquired an interest in real property described as Santa Maria Lot Los Barilles, Mexico (hereinafter “Mexico Property”).

32. Charles shall be awarded the Mexico Property subject to paying Nicole one-half of the current marital equity in the property of One Hundred Eighty-Five Thousand Dollars (\$185,000), equaling a payment to Nicole of Ninety-Two Thousand Five Hundred Dollars (\$92,500). Charles shall pay Nicole her one-half ($\frac{1}{2}$) share of the equity from share of his proceeds when the Heber Home is sold.

a. Charles shall initiate the removal of Nicole’s name from the fideicomiso/property within 7 days of Nicole receiving her payout.

33. The parties have also acquired an interest in real property described as Villa La Estancia, Cam Viejo a Sn Jose, Tourist Corrido, El Medano, Cabo San Lucas (hereinafter “Mexico Condo”).

34. The parties own $\frac{1}{4}$ a share of the Mexico Condo and paid Two Hundred Forty-Three Thousand Dollars (\$243,000).

35. The Mexico Condo shall be sold and the profit shall be split equally.

36. If the Mexico Condo is not sold by November 2026, Nicole gets to use the Mexico Condo from November 14, 2026 through December 19, 2026.

37. Both parties shall execute any necessary documents for the assumption, refinance, and/or listing and sale of the said real property. In the event that either party fails to execute said documents, he/ she may submit an ex-parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the Clerk of the Court to execute said necessary documents.

Alimony

38. The parties agree that they are able to provide for themselves, and each party waives any claim they may have to spousal support from the other. Therefore, no alimony shall be ordered, now or in the future.

Retirement Accounts, Pensions, and Related Assets

39. Any pension and/or profit-sharing plans or other retirement benefits acquired during the course of the parties' relationship/marriage shall be awarded to the party whose name appears on the account.

Business Interests

40. During the course of the marriage, the parties have acquired an interest in the following businesses:

l. Hydrodyne.

41. Charles shall be awarded full ownership and control of the above-listed businesses.

42. Charles shall be responsible for and hold Nicole harmless from any payables, encumbrances, or other obligations associated with said business.

43. Nicole waives her interest in the business.

Personal Conduct

44. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming each other at either party's place of residence, employment or any other place. Both parties shall attempt to be civil and respectful in their communications with one another. Both parties shall be restrained from making false

allegations regarding the other party to professional licensing agencies, to police, Facebook or other social networking sites, or otherwise in any public forum.

Taxes

45. The parties shall file separate taxes for 2026. The parties shall be responsible for any and all obligations and refunds related to their individual tax filing. The parties shall continue to file their taxes separately in all years going forward.

Attorney's Fees

46. Each party shall be responsible for their own attorney fees and costs.

Other

47. Nicole shall be entitled to restore her maiden name of “Thurmond” if and when she so desires.

48. **Utah Law:** This document shall be governed by Utah law in all respects.

49. Each party shall execute and deliver to the other such documents as required to implement the provisions of this final Decree of Divorce entered by the Court.

50. If any provision of this final Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this final Decree of Divorce.

51. Dispute Resolution: In the event either party disagrees or needs clarification on any of the terms in the Stipulation and/or Decree of Divorce, the parties shall first try to discuss the issue between them. Any agreements shall be reduced to writing and acknowledged/signed by both parties within 24 hours after the agreement is reached. In the event the parties are unable to reach an agreement, the parties shall attend mediation,

equally splitting the cost of mediation before bringing a matter to Court unless it is a Motion to Enforce or an emergency.

52. Tax Advice: The parties acknowledge that no tax advice was given to either party and the parties were encouraged to speak with a tax advisor prior to signing the Stipulation.

53. Mutual Cooperation: The parties shall cooperate with the other to effect changes outlines herein and to cooperate in each and every other way necessary and proper to insure that the terms of this Decree are carried out in a timely fashion in every detail.

****COURT SIGNATURE AND SEAL AT TOP OF FIRST PAGE OF DOCUMENT****

Approved as to form by:
/s/Charles Rushin
Charles Rushin
Respondent
(Signed by Aubrey Staples
with permission of Charles Rushin.
Permission given 9/10/2026).

RULE 7(j) NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, a true and correct copy of the foregoing proposed *Decree of Divorce* was provided on the @ day of September, 2029, to Respondent, Charles Rushin, in this matter. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

DATED this 9th day of September 2026.

LAW ELEVATED, LLC

/s/ Aubrey Staples
Aubrey Staples
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email, a true and correct copy of the foregoing *Decree of Divorce* on this 9th day of September 2026, to the following:

Charles Rushin
Respondent
Email: <zrp4000@gmail.com>

/s/ Bryan Griffin
Bryan Griffin