

FILED

JUN 26 2026

SECOND
DISTRICT COURT

Richard Wayne Ferguson

Name

2159 N Summerwood Drive

Address

Farmington, Utah 84025

City, State, Zip

801-989-4322

Phone

rferg117323@hotmail.com

Email

In the Court of Utah

SECOND Judicial District DAVIS County

Court Address 800 WEST STATE STREET, FARMINGTON, UT 84025

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Richard Wayne Ferguson

(name of Petitioner)

and

Isabelle Jane Ferguson

(name of Respondent)

Other parties (if any)

Divorce Decree

264700592

Case Number

Bean

Judge

Winkler

Commissioner (domestic cases)

The court decrees:

Divorce

1. Richard Wayne Ferguson is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Richard Wayne Ferguson. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Richard Wayne Ferguson and Isabelle Jane Ferguson** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

- a.
Child Name: **Collins Jane Ferguson**
Date of Birth: **Aug 10, 2015**

- b.
Child Name: **Bowie June Ferguson**
Date of Birth: **Jun 25, 2019**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

- a.
Child Name: **Collins Jane Ferguson**
Date of Birth: **Aug 10, 2015**

- i.
Move-out Date: **This is the child's current address**
Move-in Date: **Oct 10, 2020**
Address: **104 Birmingham Lane, North Salt Lake 84054 United States**

- (1).
Caretaker at this address: **Richard Wayne Ferguson**
Caretaker current address: **2159 N Summerwood Dr, Farmington, Utah**

84025 United States

- (2).
Caretaker at this address: **Isabelle Jane Ferguson**
Caretaker current address: **104 Birmingham Lane, North Salt Lake 84054**

United States

- ii.
Move-out Date: **Oct 10, 2020**
Move-in Date: **May 1, 2017**
Address: **1230 South 500 West APT 5k, Bountiful, Utah 84010 United States**
- (1).

Caretaker at this address: **Richard Wayne Ferguson**
Caretaker current address: **2159 N Summerwood Dr, Farmington, Utah**
84025 United States

(2).

Caretaker at this address: **Isabelle Jane Ferguson**
Caretaker current address: **104 Birmingham Lane, North Salt Lake 84054**
United States

iii.

Move-out Date: **May 1, 2017**
Move-in Date: **Oct 1, 2015**
Address: **30 w 100 n, Kaysville, UT 84037 United States**

(1).

Caretaker at this address: **Richard Wayne Ferguson**
Caretaker current address: **2159 N Summerwood Dr, Farmington, UT**
84025 United States

(2).

Caretaker at this address: **Isabelle Jane Ferguson**
Caretaker current address: **104 Birmingham Lane, North Salt Lake 84054**
United States

b.

Child Name: **Bowie June Ferguson**
Date of Birth: **Jun 25, 2019**

i.

Move-out Date: **This is the child's current address**
Move-in Date: **Oct 10, 2020**
Address: **104 Birmingham Lane, North Salt Lake 84054 United States**

(1).

Caretaker at this address: **Richard Wayne Ferguson**
Caretaker current address: **2159 N Summerwood Dr, Farmington, Utah**
84025 United States

(2).

Caretaker at this address: **Isabelle Jane Ferguson**
Caretaker current address: **104 Birmingham Lane, North Salt Lake 84054**
United States

ii.

Move-out Date: **Oct 10, 2020**

Move-in Date: **Jun 25, 2019**

Address: **1230 South 500 West APT 5k, Bountiful, Utah 84010 United States**

(1).

Caretaker at this address: **Richard Wayne Ferguson**

Caretaker current address: **2159 N Summerwood Dr, Farmington, Utah
84025 United States**

(2).

Caretaker at this address: **Isabelle Jane Ferguson**

Caretaker current address: **104 Birmingham Lane, North Salt Lake 84054
United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Richard Wayne Ferguson** and **Isabelle Jane Ferguson's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Richard Wayne Ferguson** and **Isabelle Jane Ferguson** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Richard Wayne Ferguson** and **Isabelle Jane Ferguson**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Richard Wayne Ferguson** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Richard Wayne Ferguson's** home **146** overnights each year and in **Isabelle Jane Ferguson's** home **219** overnights each year.

Parent-time

9. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

a. **The children will reside primarily with Isabelle Jane Ferguson. Richard Wayne Ferguson shall have parenting time every other weekend and every Wednesday overnight. Additional parenting time shall be allocated through holidays and school breaks as set forth in the attached Exhibit A — Holiday and Special Occasion Parenting Schedule, and as further detailed in the Marital Settlement Agreement attached hereto**

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent'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. (Utah Code 81-9-302, 303).

Holiday	Period	Noncustodial parent	Isabelle Jane Ferguson
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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 child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the	Even years	Odd years

Holiday	Period	Noncustodial parent	Isabelle Jane Ferguson
	election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
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
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	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 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 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 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 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 dismisses for spring break. (2) Holiday ends: (a) upon delivering the 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.	Odd years	Even 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 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 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: Isabelle Jane Ferguson is the mother
Summer Break	Noncustodial parent will have up to two weeks of uninterrupted	Odd years	Even years

Holiday	Period	Noncustodial parent	Isabelle Jane Ferguson
	extended summer Parent-time when school is not in session, at the option of Noncustodial parent. Noncustodial parent will have an additional two weeks of extended Summer Parent-time at the option of Noncustodial parent, subject to weekday parent-time for Isabelle Jane Ferguson, but not weekends normally exercised by Isabelle Jane Ferguson. Noncustodial parent will notify Isabelle Jane Ferguson of the summer break extended parent-time by May 1 each year. Isabelle Jane Ferguson will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Isabelle Jane Ferguson. Isabelle Jane Ferguson will notify Noncustodial parent of the summer break extended parent-time by May 15 each year. If the notification by Noncustodial parent is not timely, Isabelle Jane Ferguson may determine the schedule for extended parent-time for Noncustodial parent, so long as Isabelle Jane Ferguson has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
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 Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Isabelle Jane Ferguson's Birthday	Isabelle Jane Ferguson will have parent-time each year on Isabelle Jane Ferguson's birthday from 3:00 p.m. until the following morning when Isabelle Jane Ferguson delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Noncustodial parent's Birthday	Noncustodial parent will have parent-time each year on Noncustodial parent's birthday from 3:00 p.m. until the following morning when Noncustodial parent delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that	All years	

Holiday	Period	Noncustodial parent	Isabelle Jane Ferguson
	parent's residence for the uninterrupted extended parent-time.		

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

Transfer at beginning of parent-time will be by **Richard Wayne Ferguson** picking up/dropping off the children at this address:

Richard Wayne Ferguson's home
2159 N Summerwood Drive
Farmington, Utah 84025
8019894322
rferg117323@hotmail.com

Transfer at end of parent-time will be by **Isabelle Jane Ferguson** picking up/dropping off the children at this address:

Richard Wayne Ferguson's home
2159 N Summerwood Drive
Farmington, Utah 84025
8012182339
izzy311@gmail.com

Curbside transfers

12. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

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

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

14. The school the children will attend is based on **Isabelle Jane Ferguson's** home residence.

15. Richard Wayne Ferguson and Isabelle Jane Ferguson has authority to check the children out of school. Richard Wayne Ferguson and Isabelle Jane Ferguson has access

to the children during school. If the parents cannot agree, education decisions will be made by Richard Wayne Ferguson.

Communication with each other

16. Parents will communicate with each other by any method.

Communication with the children

17. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

18. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

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

21. If the children will be travelling for more than 5 days, the parent arranging the travel will notify the other parent at least 14 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

22. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

23. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and

- A statement that the parents will not interfere with the other parent's parent-time.
 - b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.
24. If either parent lives more than 149 miles away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

- a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:
 - i. Thanksgiving holiday beginning Wednesday until Sunday; and
 - ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
 - i. the entire winter school break period; and
 - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.
- d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
 - i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
 - ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
 - iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.
- e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

25. Other terms about relocating: Any proposed relocation of more than 150 miles

shall require 60 days written notice per the parties' Marital Settlement Agreement.

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The relocating parent shall be responsible for any additional travel expenses incurred for the children to maintain parent-time with the non-relocating parent**

27. If a parent 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 will be responsible for the child's related travel expenses.

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

Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will 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 will go to the following before bringing the issue to the court:

a. Mediation

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

30. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Richard Wayne Ferguson) (Utah Code 81-6-203)

31. **Richard Wayne Ferguson's** gross monthly income for child support purposes is **\$12446**. **Richard Wayne Ferguson** receives the following gross monthly income:

Income: Respondent (Isabelle Jane Ferguson) (Utah Code 81-6-203)

32. **Isabelle Jane Ferguson's** gross monthly income for child support purposes is **\$1450**. **Isabelle Jane Ferguson** receives the following gross monthly income:

a. **Isabelle Jane Ferguson** is voluntarily unemployed. Based on **Isabelle Jane Ferguson's** work experience, **Isabelle Jane Ferguson** is capable of earning **0** per hour, or **\$1450** per month. (Utah Code 81-6-203)

33. The adjusted gross monthly income for **Isabelle Jane Ferguson** is **\$1450**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

34. **Richard Wayne Ferguson** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are The parties have mutually agreed to child support of \$1,338.50 per month pursuant to their Marital Settlement Agreement. This amount reflects the base guideline obligation of \$1,458.00, reduced by \$119.50 per month representing Richard Wayne Ferguson's one-half share of the children's health insurance premium per Utah Code Ann. § 81-6-208(8). The parties agree to equally share the cost of the children's health insurance premium so long as Richard Wayne Ferguson maintains coverage..

35. It is in the best interest of the children that **Richard Wayne Ferguson** be ordered to pay child support to **Isabelle Jane Ferguson** as follows:

- a. **\$1,338.50** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

36. 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 (Utah Code Title 81, 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.

37. Child support will be paid as follows:

Richard Wayne Ferguson shall pay child support directly to Isabelle Jane Ferguson via mutually agreed upon electronic transfer (such as Zelle, Venmo, or direct bank transfer) on the first (1st) and fifteenth (15th) of each month.

38. The issue of past-due child support may be decided by future court or administrative action.

39. **Richard Wayne Ferguson and Isabelle Jane Ferguson** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Isabelle Jane Ferguson**, **Richard Wayne Ferguson** will reimburse **Isabelle Jane Ferguson** for half the fee.

40. The parties must notify each other within 30 days of any change in their income.

41. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

42. **Isabelle Jane Ferguson** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

43. 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. Utah Code 81-6-101(14),

44. **Richard Wayne Ferguson** must 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.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Richard Wayne Ferguson's** insurance will be primary coverage.
- **Isabelle Jane Ferguson's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Richard Wayne Ferguson's** spouse's insurance will be primary coverage.
- **Isabelle Jane Ferguson's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will 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.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. 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.

g. 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.

h. If there is any change in coverage, within 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 (Utah Code 81-6-209)

45. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. 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.

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 30 calendar days of the change.

b. 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.

c. 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.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

46. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

47. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

48. Vehicles will be divided as follows:

a.

Year: **2008**

Make: **Honda**

Model: **Civic**

VIN: **1hgfa165x8L054921**

Owner (before divorce): **Isabelle Ferguson, Richard Ferguson**

Current value: **\$4,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Market value, looked at used cars.**

Ownership After Divorce: **Richard Wayne Ferguson**

Loan: **N/A**

b.

Year: **2016**

Make: **toyota**

Model: **rav4**

VIN: **jtmbfrev7gj068638**

Owner (before divorce): **Richard Ferguson, Isabelle Ferguson**

Current value: **\$20,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Market value, looked at used cars.**

Ownership After Divorce: **Isabelle Jane Ferguson**

Loan: N/A

Bank and credit union accounts

49. Bank and credit union accounts will be divided as follows:

a.

Account Number: 2111

Account Type: Checking

Institution Name: Chase Bank

Address: 270 Park Ave, New York, NY 10017

Date Opened: N/A

Balance (US Dollars): \$5,267.63

Estimated: no

Owner: Richard Wayne Ferguson

Co-Owner(s): N/A

Divide as follows: All jointly held liquid assets shall be divided equally (50/50) as of the date the Decree of Divorce is entered. The exact balance shall be determined and documented by both parties at that time.

b.

Account Number: 2875

Account Type: HYSA

Institution Name: American Express

Address: 200 Vesey Street, New York, NY 10285.

Date Opened: N/A

Balance (US Dollars): \$9,836.93

Estimated: no

Owner: Richard Wayne Ferguson

Co-Owner(s): N/A

Divide as follows: All jointly held liquid assets shall be divided equally (50/50) as of the date the Decree of Divorce is entered. The exact balance shall be determined and documented by both parties at that time.

c.

Account Number: 7494

Account Type: Checking

Institution Name: Chase

Address: 270 Park Ave, New York, NY 10017

Date Opened: N/A

Balance (US Dollars): \$2,430.00

Estimated: no

Owner: **Isabelle Jane Ferguson**

Co-Owner(s): **N/A**

Divide as follows: **All jointly held liquid assets shall be divided equally (50/50) as of the date the Decree of Divorce is entered. The exact balance shall be determined and documented by both parties at that time.**

Cash owned by Richard Wayne Ferguson

50. The cash owned by Richard Wayne Ferguson will be divided as follows:

a.

Address: **2159 N Summerwood Drive, Farmington, Davis, Utah 84025 United States**

Balance (US Dollars): **N/A**

Estimated: **no**

Owner: **N/A**

Divide as follows: **Richard Wayne Ferguson should be awarded the entire balance of from this money.**

Debts

51. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **0000**

Institution Name: **ALL**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1.00**

Minimum Monthly Payment (in US Dollars): **\$1.00**

Owner: **Richard Ferguson, Isabelle Ferguson**

Estimation Basis: **All joint credit card balances shall be paid in full prior to or at the time of the entry of the Decree of Divorce. We're going to pay our credit cards and net them out of cash. Then we will divide our cash.**

The debt will be paid as follows: **Richard Wayne Ferguson will pay half of the debt. Isabelle Jane Ferguson will pay half of the debt. Richard Wayne Ferguson will provide a copy of the divorce decree to the lender.**

Real property

52. The parties acquired the following real property during the marriage:

a.

Description: **House**
Address: **104 Birmingham Lane, North Salt Lake, Davis, Utah 84054 United States**
Tax ID: **01-317-0002**
Legal Description: **ALL OF UNIT B, BLDG 101, COVENTRY AT FOXBORO PHASE 10, A CONDO.**
Date property acquired: **Oct 10, 2020**
Names on title: **Richard Ferguson, Isabelle Ferguson**
Original cost: **\$295,000**
Current value: **\$385,000.00**
Property values estimated: **yes**
Estimation basis for property value: **2025 Tax Statement (market value).**
Disposal: **Isabelle Jane Ferguson will receive sole ownership of this property.**

i.
Creditor: **N/A**

Names on mortgage: **Richard Ferguson, Isabelle Ferguson**
Date mortgage acquired: **Oct 10, 2020**
Mortgage balance: **\$266,929.00**
Monthly payment: **\$1,466.20**
Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Richard Wayne Ferguson shall pay the monthly mortgage obligation of \$1,466.20 directly to the mortgage lender on behalf of Isabelle Jane Ferguson as part of his alimony obligation, as set forth in the Marital Settlement Agreement. Richard Wayne Ferguson has waived all equity interest in the property and retains no ownership claim. Isabelle Jane Ferguson shall be solely responsible for refinancing the mortgage into her sole name within three (3) years of the entry of the Decree of Divorce. Richard Wayne Ferguson may, in his sole discretion, grant Isabelle Jane Ferguson one additional year to complete the refinance by providing written notice within thirty (30) days of the expiration of the three-year deadline. Upon completion of the refinance, Richard Wayne Ferguson shall execute a Quitclaim Deed conveying any remaining title interest to Isabelle Jane Ferguson. Richard Wayne Ferguson will provide a copy of the divorce decree to the lender.**

Alimony

Isabelle Jane Ferguson's Financial Need

53. **Isabelle Jane Ferguson's ability to earn (after taxes) is \$1,295.00 per month. This amount is based on these sources of income:**

Monthly Ability to Earn

Source	Monthly income
Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 1450
Rental income	\$
Business income	\$
Interest	\$
Income from interest refers to the money you earn as a result of lending money to others or depositing money in an interest-bearing account.	
Dividends	\$
Dividends refer to a portion of a company's profits paid out to its shareholders as a form of return on their investment.	
Retirement income (including pensions, 401(k), IRA, etc.)	\$
Worker's Compensation	\$
Social Security Disability (SSDI)	\$
Supplemental Security Income (SSI)	\$
Social Security (Other than SSDI or SSI)	\$
Private Disability Insurance	\$
Unemployment benefits	\$
Education benefits (Including grants, loans, cash scholarships, etc.)	\$
Veteran's Benefits	\$
Alimony (from a prior marriage)	\$
Child Support (from a prior order)	\$
Payments from civil litigation	\$
Payments from civil litigation refer to the compensation received by an individual or entity as a result of a legal dispute settled through the court system, such as a settlement or court-awarded damages.	

Victim restitution \$ _____

Victim restitution refers to the court-ordered payment made by a convicted offender to their victim(s) as a form of compensation for the harm or losses caused by their criminal actions.

Utah Cash Assistance \$ _____

Family Employment Program (FEP), etc.

Federal Cash Assistance \$ _____

Temporary Assistance for Needy Families (TANF), etc.

Financial support from household members \$ _____

Financial support from household members refers to the money received by an individual from other members of their household, such as a spouse, parent, or child, to help cover living expenses or other financial obligations.

Financial support from non-household members \$ _____

Financial support from non-household members refers to the money received by an individual from someone who is not a member of their household, such as a friend, relative, or member of a charitable organization, to help cover living expenses or other financial obligations.

Trust income \$ _____

Trust income refers to the money earned by a trust, a legal arrangement where a trustee holds and manages assets on behalf of beneficiaries, typically through investments, rental income, or interest on financial instruments.

Annuity income \$ _____

Annuity income refers to the periodic payments received by an individual from an annuity, a financial product that provides a guaranteed stream of income for a fixed period or for the rest of the individual's life in exchange for a lump sum or series of payments made to the annuity provider.

\$ _____

\$ _____

Total Gross Monthly Income \$1450

Monthly Tax Deductions from Ability to Earn

Type of Deductions	Amount
Federal Income Tax	\$ _____
State Income Tax	\$ _____
Municipal Income Tax	\$ _____
FICA	\$ _____

Medicare \$ _____
Total Monthly Tax Deductions \$ _____

54. **Isabelle Jane Ferguson** will be receiving per month in child support in this case.

55. **Isabelle Jane Ferguson's** current reasonable monthly expenses are as follows:

Rent or Mortgage \$ 1466
Real estate taxes (if not \$ 0
included in mortgage)
Real estate insurance (if not \$ 0
included in mortgage)
Real estate maintenance \$ 100
Food and household \$ 1300
supplies
Clothing \$ 150
Automobile payments \$ 0
Automobile insurance \$ 164
Automobile fuel \$ 100
Automobile maintenance \$ 50
Other transportation costs \$ 0
(public transportation,
parking, etc.)
Utilities (such as electricity, \$ 150
gas, water, sewer, garbage)
Telephone \$ 100
Paid television, cable, \$ 50
satellite
Internet \$ 50
Credit card payments \$ 0
Loans and other debt \$ 0
payments
Alimony from previous \$ 0
marriages
Child support \$ 0
Child care \$ 200

Extracurricular activities for children	\$ 200	
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses (excluding insurance listed above)	\$ 100	
Other insurance	\$ 0	
Entertainments	\$ 300	
Laundry and dry cleaning	\$ 20	
Donations	\$ 0	
Gifts	\$ 50	
Union and other Dues	\$ 0	
Garnishment or income withholding order	\$ 0	
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0	
Other	\$ 277	
Other	\$ 190	
Total current monthly expenses		\$5017

56. **Isabelle Jane Ferguson's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$ 1466
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 100
Food and household	

supplies	\$ 1300	
Clothing	\$ 150	
Automobile payments	\$ 0	
Automobile insurance	\$ 164	
Automobile fuel	\$ 100	
Automobile maintenance	\$ 50	
Other transportation costs	\$ 0	
(public transportation, parking, etc.)		
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 150	
Telephone	\$ 100	
Paid television, cable, satellite	\$ 50	
Internet	\$ 50	
Credit card payments	\$ 0	
Loans and other debt payments	\$ 0	
Alimony from previous marriages	\$ 0	
Child support	\$ 0	
Child care	\$ 200	
Extracurricular activities for children	\$ 200	
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses (excluding insurance listed above)	\$ 100	
Other insurance	\$ 0	
Entertainment	\$ 300	
Laundry and dry cleaning		

	\$ 20
Donations	\$ 0
Gifts	\$ 50
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 190
Other	\$ 277

57. The difference between **Isabelle Jane Ferguson's** monthly net income (including child support) and monthly expenses is **\$3,722.00** based on **current** expenses. This is **Isabelle Jane Ferguson's** monthly financial need.

Richard Wayne Ferguson's Ability To Pay

58. **Richard Wayne Ferguson's** net income (after taxes) is **\$9,187.29** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 12445.83
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than	

SSDI or SSI)	\$0
Private Disability Insurance	\$0
Unemployment benefits	\$0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$0
Veteran's Benefits	\$0
Alimony (from a prior marriage)	\$0
Child Support (from a prior order)	\$0
Payments from civil litigation	\$0
Victim restitution	\$0
Utah Cash Assistance	\$0
Federal Cash Assistance	\$0
Financial support from household members	\$0
Financial support from non- household members	\$0
Trust income	\$0
Annuity income	\$0
	\$0
	\$0

Total Gross Monthly Income \$12445.83

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$1779.54
State Income Tax	\$525
Municipal Income Tax	\$0
FICA	\$773
Medicare	\$181

59. **Richard Wayne Ferguson** will be paying \$0 per month in child support in this case.

60. **Richard Wayne Ferguson's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$1550
Real estate taxes (if not included in mortgage)	\$0
Real estate insurance (if not included in mortgage)	\$0
Real estate maintenance	\$0
Food and household supplies	\$600
Clothing	\$100
Automobile payments	\$0
Automobile insurance	\$150
Automobile fuel	\$150
Automobile maintenance	\$50
Other transportation costs (public transportation, parking, etc.)	\$0
Utilities (such as electricity, gas, water, sewer, garbage)	\$150
Telephone	\$40
Paid television, cable, satellite	\$50
Internet	\$0
Credit card payments	\$0
Loans and other debt payments	\$0
Alimony from previous marriages	\$0
Child support	\$0
Child care	\$0
Extracurricular activities for children	\$100
Education (children)	\$0
Education (self)	\$0

Health care insurance	\$405	
Health care expenses	\$50	
(excluding insurance listed above)		
Other insurance	\$0	
Entertainment	\$100	
Laundry and dry cleaning	\$20	
Donations	\$0	
Gifts	\$50	
Union and other Dues	\$0	
Garnishment or income withholding order	\$0	
Retirement deposits	\$498	
(including pensions, 401(k), IRA, etc.)		
Other	\$0	
Other	\$0	
Total marital monthly expenses		\$4063

61. The difference between **Richard Wayne Ferguson's** monthly net income and monthly expenses (including child support) is **\$5,124.29**. This is **Richard Wayne Ferguson's** ability to pay alimony each month.
62. **Richard Wayne Ferguson** and **Isabelle Jane Ferguson** have been married for 10 years and 7 months.
63. The value of real property during the marriage is **\$385,000.00**
64. The value of personal property during the marriage is **\$24,000.00**.

Alimony Payment

65. **Richard Wayne Ferguson** will pay **Isabelle Jane Ferguson** **\$2,100.00** in alimony each month.
66. These are the reasons for this amount: **The parties have mutually agreed to alimony of \$2,100.00 per month as set forth in their Marital Settlement Agreement. This amount reflects a negotiated middle-ground position acceptable to both parties. Richard Wayne Ferguson acknowledges that certain discretionary items in Isabelle Jane Ferguson's budget are on the higher end, and voluntarily agrees to this amount in the interest of fairness and cooperative resolution. The agreed**

amount is consistent with Utah Code Ann. § 81-4-502 and reflects the parties' agreement to resolve all financial matters cooperatively without court intervention

67. Alimony will start the month immediately following entry of the divorce decree.

68. The payment schedule will be:

a. Alimony shall be paid in two installments each month. On the first (1st) of each month, Richard Wayne Ferguson shall pay \$1,466.20 directly to the mortgage lender on behalf of Isabelle Jane Ferguson, applied to the monthly mortgage obligation on the property at 104 Birmingham Lane, North Salt Lake, Utah. On the fifteenth (15th) of each month, Richard Wayne Ferguson shall pay \$633.80 directly to Isabelle Jane Ferguson. Together these two payments constitute the full monthly alimony obligation of \$2,100.00. Upon Isabelle Jane Ferguson's successful refinance of the mortgage into her sole name, the full alimony obligation of \$2,100.00 shall be paid directly to Isabelle Jane Ferguson in two equal installments of \$1,050.00 on the first (1st) and fifteenth (15th) of each month.

69. Richard Wayne Ferguson's alimony obligation will end the earliest of the following:

- 6 years and 0 months.
- If Isabelle Jane Ferguson dies.
- If Isabelle Jane Ferguson remarries.
- If Isabelle Jane Ferguson cohabits. Cohabitation must be proven in court before Richard Wayne Ferguson stops paying alimony.

Retirement money

Retirement money – retirement accounts

70. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

71. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **4512**

Plan Name: **SMITH POWER PRODUCTS, INC. 401K PLAN**

Plan Administrator: **ADP**

Company Name: **SMITH POWER PRODUCTS, INC**

Address: **ADP Boulevard, Roseland, New Jersey 07068, USA**

Date Opened: **Jan 17, 2023**

Plan Value: **\$93234**

This plan is in the name of: **Richard Wayne Ferguson**

Divide as follows: **The entire account should be awarded to Richard Wayne Ferguson.**

b.

Account Number: **8336**

Plan Name: **Schwab S&P 500 INDEX**

Plan Administrator: **CHARLES SCHWAB & CO INC CUST**

Company Name: **CHARLES SCHWAB & CO INC CUST**

Address: **3000 Schwab Way, Westlake, TX 76262**

Date Opened: **Sep 30, 2017**

Plan Value: **\$1506**

This plan is in the name of: **Richard Wayne Ferguson**

Divide as follows: **The entire account should be awarded to Richard Wayne Ferguson.**

Additional provisions

72. The parties will adhere to the following additional provisions:

a.

Additional Provision: The parties have executed a comprehensive Marital Settlement Agreement which is attached hereto and incorporated by reference. All terms regarding property division, alimony, child support, parenting schedule, and all other matters are fully set forth in the attached Agreement. The parties request the Court approve and incorporate the Marital Settlement Agreement into the Decree of Divorce.

Duty to sign documents

73. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

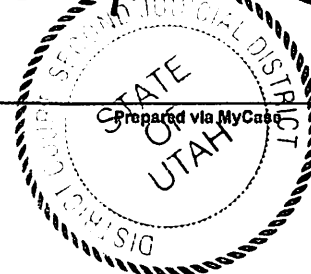
6-26-26
Date

Signature

Joseph M. Dean

Judge

Joseph M. Dean



Date

Signature ▶ _____

Commissioner _____

Approved as to Form.

Other Party
Signature ▶

Isabelle Jane Ferguson

Other Party Name Isabelle Jane Ferguson

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Isabelle Jane Ferguson**

Method of service: **Email**

Address: **izzy311@gmail.com**

Date of Service: **Jun 22, 2026**

06/22/2026

Date

Signature ▶

Richard Ferguson

Printed
Name

Richard Ferguson