

Cody James Fisher

Name

2932 s Fetzer drive

Address

magna, Utah 84044

City, State, Zip

801-864-6251

Phone

codyf84321@gmail.com

Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

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

Cody James Fisher

(name of Petitioner)

and

Rebecca Jo Fisher

(name of Respondent)

Other parties (if any)

**Divorce Decree**

264902666

Case Number

James Gardner

Judge

Renee Blocher

Commissioner (domestic cases)

The court decrees:

**Divorce**

1. Cody James Fisher is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Cody James Fisher. The divorce will become final upon entry of the divorce decree.

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

2. **Cody James Fisher** and **Rebecca Jo Fisher** 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: **Hudson Taylor Fisher**

Date of Birth: **Mar 28, 2012**

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: **Hudson Taylor Fisher**

Date of Birth: **Mar 28, 2012**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 17, 2017**

Address: **2932 s Fetzer drive, magna 84044 United States**

(1).

Caretaker at this address: **Cody fisher**

Caretaker current address: **2932 s Fetzer drive, magna 84044 United**

**States**

(2).

Caretaker at this address: **Rebecca Jo Fisher**

Caretaker current address: **8329 W Arbor Park Dr, APT 211, magna, Utah 84044 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 **Cody James Fisher** and **Rebecca Jo Fisher's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Cody James Fisher** and **Rebecca Jo Fisher** 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 **Cody James Fisher** and **Rebecca Jo Fisher**.

### 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. **Cody James Fisher** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Cody James Fisher's** home **182** overnights each year and in **Rebecca Jo Fisher's** home **183** overnights each year.

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))

10. The chart below shows how this schedule will function.

| Week | Evening   | Parent     |
|------|-----------|------------|
| 1    | Monday    | petitioner |
| 1    | Tuesday   | petitioner |
| 1    | Wednesday | respondent |
| 1    | Thursday  | respondent |
| 1    | Friday    | petitioner |
| 1    | Saturday  | petitioner |
| 1    | Sunday    | petitioner |
| 2    | Monday    | petitioner |
| 2    | Tuesday   | petitioner |
| 2    | Wednesday | respondent |
| 2    | Thursday  | respondent |
| 2    | Friday    | respondent |
| 2    | Saturday  | respondent |
| 2    | Sunday    | respondent |

## Parent-time for special occasions

11. 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                                                                                                                                                                                                                                                                                                                                                                         | Cody James Fisher                                                                               | Rebecca Jo Fisher                                                                               |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Dr. Martin Luther King Jr. Day  | (1) Holiday begins:<br>(a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.                                                                                                                       | Odd years                                                                                       | Even years                                                                                      |
| Presidents' Day                 | (1) Holiday begins:<br>(a) at the time that school is dismissed for Presidents' Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes.                                                                                                                                       | Even years                                                                                      | Odd years                                                                                       |
| Spring Break                    | (1) Holiday begins at:<br>(a) the time that school is dismissed for spring break; or<br>(b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes.                                                                                                  | Odd years                                                                                       | Even years                                                                                      |
| Memorial Day                    | (1) Holiday begins:<br>(a) at the time that school is dismissed for Memorial Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Memorial Day.                                                                                                                                                           | Even years                                                                                      | Odd years                                                                                       |
| Mother's Day                    | (1) Holiday begins at 5:30 p.m. on the day before Mother's Day.<br>(2) Holiday ends on Mother's Day at 8:30 p.m..                                                                                                                                                                                                                                                              | All years if Cody James Fisher is the mother or other parent granted Mother's Day in the order. | All years if Rebecca Jo Fisher is the mother or other parent granted Mother's Day in the order. |
| Father's Day                    | (1) Holiday begins at 5:30 p.m. on the day before Father's Day.<br>(2) Holiday ends on Father's Day at 8:30 p.m..                                                                                                                                                                                                                                                              | All years if Cody James Fisher is the father or other parent granted Father's Day in the order. | All years if Rebecca Jo Fisher is the father or other parent granted Father's Day in the order. |
| Juneteenth National Freedom Day | (1) Holiday begins at:<br>(a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or<br>(b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day. | Even years                                                                                      | Odd years                                                                                       |

| Holiday                                    | Period                                                                                                                                                                                                                                                                        | Cody James Fisher | Rebecca Jo Fisher |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| Independence Day                           | (1) Holiday begins on July 3rd at 5:30 p.m.<br>(2) Holiday ends on July 5th at 8:30 p.m.                                                                                                                                                                                      | Odd years         | Even years        |
| Pioneer Day                                | (1) Holiday begins on July 23rd at 5:30 p.m.<br>(2) Holiday ends on July 25th at 8:30 p.m.                                                                                                                                                                                    | Even years        | Odd years         |
| Labor Day                                  | (1) Holiday begins:<br>(a) at the time that school is dismissed for Labor Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Labor Day.                                                                | Odd years         | Even years        |
| Fall Break                                 | (1) Holiday begins at:<br>(a) the time that school is dismissed for fall break; or<br>(b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes.       | Odd years         | Even years        |
| Halloween                                  | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 3 p.m. if there is no school.<br>(2) Holiday ends at 8:30 p.m. on the same day the holiday begins. | Even years        | Odd years         |
| Thanksgiving                               | (1) Holiday begins at:<br>(a) the time that school is dismissed for Thanksgiving; or<br>(b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes. | Even years        | Odd years         |
| Winter Break (First Half)                  | (1) Holiday begins at:<br>(a) the time that school dismisses for winter break; or<br>(b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday.<br>(2) Holiday ends on December 27th at 8:30 p.m.                     | Odd years         | Even years        |
| Winter Break (Second Half)                 | (1) Holiday begins on December 27th at 8:30 p.m.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.                                                                                                                                    | Even years        | Odd years         |
| Day of Minor Child's Birthday              | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m.                                                                                                                                                                                                                 | Even years        | Odd years         |
| Day Before or After Minor Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m.                                                                                                                                                                                                                 | Odd years         | Even years        |

## Parent-time transfers

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

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

## Curbside transfers

13. 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

14. 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

15. The school the children will attend is based on a specific plan for where the children will attend school: **Which ever school the child wants to attend within the boundaries of the parents permanent residence. .**

16. Cody James Fisher and Rebecca Jo Fisher has authority to check the children out of school. Cody James Fisher and Rebecca Jo Fisher has access to the children during school. If the parents cannot agree, education decisions will be made by Cody James Fisher.

## Communication with each other

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

## Communication with the children

18. 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.

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

- By any method

## Records and information sharing

20. 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

21. 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.

22. If the children will be travelling for more than **14** days, the parent arranging the

travel will notify the other parent at least **60** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **10** days in advance. In case of emergency, the parent will provide as much notice as possible.

### Child care

23. A child care provider for our children must be:  
A relative, friend, or neighbor.

### Relocation of a parent

24. Neither parent may relocate with the minor children more than **1000** miles from their current residence without a written agreement signed by the parties or further court order.

25. If either parent lives 150 miles or more 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 parent who moved**.

26. 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.

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

### Resolving disputes

28. 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.

29. 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 (Cody James Fisher) (Utah Code 81-6-203)

30. **Cody James Fisher's** gross monthly income for child support purposes is **\$7771**.  
**Cody James Fisher** receives the following gross monthly income:

Income: Respondent (Rebecca Jo Fisher) (Utah Code 81-6-203)

31. **Rebecca Jo Fisher's** gross monthly income for child support purposes is **\$2326**.

**Rebecca Jo Fisher** receives the following gross monthly income:

- a. **Rebecca Jo Fisher** has other children that are not in common to both parties and who are not part of this case. **453** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

32. The adjusted gross monthly income for **Rebecca Jo Fisher** is **\$1873**.

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

33. It is in the best interest of the children that **Cody James Fisher** be ordered to pay child support to **Rebecca Jo Fisher** as follows:

- a. **\$322.00** per month base support. This amount complies with the Utah Child Support Act.

34. 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.

35. The **joint** custody worksheet was used to calculate child support.

36. The base child support amount using the joint custody calculation is **\$322** per month.

#### **Child support reduction for extended parent-time**

37. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

38. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

39. The person ordered to receive child support can request mandatory income withholding (Utah Code 62A-11 parts 4 and 5). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.

- a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to:

450 South State Street Salt Lake City, Utah 84114

unless ORS gives notice that payments should be sent elsewhere.

40. If ORS begins mandatory income withholding, child support is due on the first day of

each month and will be past due on the first day of the next month.

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

42. **Cody James Fisher** and **Rebecca Jo Fisher** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Rebecca Jo Fisher**, **Cody James Fisher** will reimburse **Rebecca Jo Fisher** for half the fee.

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

44. 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

45. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

46. **Cody James Fisher** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Rebecca Jo Fisher** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

47. 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),

48. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children 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:

- **Cody James Fisher's** insurance will be primary coverage.
- **Rebecca Jo Fisher'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:

- **Cody James Fisher's** spouse's insurance will be primary coverage.
- **Rebecca Jo Fisher'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)**

49. 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))**

50. 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)**

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

#### **Vehicles**

52. Vehicles will be divided as follows:

- a.  
Year: **2019**  
Make: **lexus**

Model: **NX300H**

VIN: **N/A**

Owner (before divorce): **Cody fisher**

Current value: **\$22,750.00**

Amounts Estimated: **no**

Ownership After Divorce: **Rebecca Jo Fisher**

I.

Lender: **Toyota Financial Services**

Address: **P.O. Box 22171, Tempe, AZ 85285.**

Date Acquired: **N/A**

Amount Owed: **\$17,476.66**

Amounts Estimated: **no**

Monthly Payment: **\$649.17**

The debt will be paid as follows: **Rebecca is to pay the asset off in full with proceeds from other assets/funds listed in this divorce. Cody will surrender the title of the asset to Rebecca once the asset is paid off and title is mailed to Cody.**

b.

Year: **2007**

Make: **Dodge**

Model: **Ram**

VIN: **N/A**

Owner (before divorce): **Cody Fisher**

Current value: **\$19,232.00**

Amounts Estimated: **no**

Ownership After Divorce: **Cody will pay Rebecca one half of the value of the asset totaling \$9,616. These funds will come from Cody's 401k, added onto Rebecca's payout through QDRO. see QDRO details in retirement payout details.**

Loan: **N/A**

c.

Year: **1986**

Make: **volkswagen**

Model: **cabriolet**

VIN: **N/A**

Owner (before divorce): **Cody Fisher**

Current value: **\$3,500.00**

Amounts Estimated: **no**

Ownership After Divorce: **Rebecca Jo Fisher**  
Loan: **N/A**

d.

Year: **1976**  
Make: **Glastron**  
Model: **Sportster boat**  
VIN: **N/A**  
Owner (before divorce): **Cody Fisher**  
Current value: **\$3,500.00**  
Amounts Estimated: **no**  
Ownership After Divorce: **Cody James Fisher**  
Loan: **N/A**

e.

Year: **2003**  
Make: **Kawasaki**  
Model: **ATV**  
VIN: **N/A**  
Owner (before divorce): **Cody Fisher**  
Current value: **\$2,000.00**  
Amounts Estimated: **no**  
Ownership After Divorce: **Cody James Fisher**  
Loan: **N/A**

f.

Year: **2011**  
Make: **Wells Cargo**  
Model: **Trailer**  
VIN: **N/A**  
Owner (before divorce): **Cody Fisher**  
Current value: **\$5,000.00**  
Amounts Estimated: **no**  
Ownership After Divorce: **Rebecca Jo Fisher**  
Loan: **N/A**

53. **Cody James Fisher** will receive the following property:

- a. **guitars**
- b. **Firearms/archery equipment**
- c. **Tools: including power tools, handtools and other equipment.**

54. This other property will be divided as follows:

**Normal Household items including furniture (indoor/outdoor), electronics, and decor. Rebecca can retain possession of any of the items that she pleases.**

## **Debts**

55. 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.

### **Other Debt**

a.

Account Number: **3187**

Institution Name: **Goodleap**

Address: **8781 Sierra College Blvd, Roseville, CA 95661.**

Amount owed on debt (in US Dollars): **\$26,706.87**

Minimum Monthly Payment (in US Dollars): **\$189.34**

Owner: **Cody Fisher**

The debt will be paid as follows: **Cody will assume full financial responsibility and continue to pay the minimum payment. Rebecca has no financial obligation to this debt.**

## **Real property**

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

a.

Description: **House**

Address: **2932 s Fetzer drive, magna, salt lake, ut 84044 United States**

Tax ID: **14-28-202-023-0000**

Legal Description: **317ENSIGN PK PH 328 01S02W317ENSIGN PK PH 328 01S02W317ENSIGN PK PH 328 01S02W317ENSIGN PARK PH 03317ENSIGN PARK PH 03317ENSIGN PARK PH 03317ENSIGN PARK PH 03**

Date property acquired: **May 17, 2017**

Names on title: **Cody James Fisher**

Original cost: **\$319,000**

Current value: **\$542,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Rocket Mortgage estimated home value**

Disposal: **Cody will pay Rebecca exactly one half of the equity in the home based on a walk through home appraisal ordered by the lending financial institution. Cost of this appraisal is to be split evenly by Cody and Rebecca. Appraisal is to be performed within 30 days of the finalization of this divorce, and payment issued to Rebecca immediately once funds are deposited and**

available. A copy of the appraisal will be provided to Rebecca.

i.

Creditor: **N/A**

Names on mortgage: **Cody**

Date mortgage acquired: **May 17, 2017**

Mortgage balance: **\$290,312.27**

Monthly payment: **\$2,076.76**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Cody James Fisher will pay the entire debt. Cody James Fisher will provide a copy of the divorce decree to the lender.**

## Alimony

### Rebecca Jo Fisher's Financial Need

57. **Rebecca Jo Fisher's** ability to earn (after taxes) is **\$2,500.00** 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)                                                   | \$ 2500        |
| 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 \$ 2500

### 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 | \$ _____ |

58. **Rebecca Jo Fisher** will be receiving per month in child support in this case.

59. **Rebecca Jo Fisher's** current reasonable monthly expenses are as follows:

Rent or Mortgage \$ 1905

Real estate taxes (if not \$ 0  
included in mortgage)

Real estate insurance (if not \$ 50  
included in mortgage)

Real estate maintenance \$ 0

Food and household \$ 400  
supplies

Clothing \$ 100

Automobile payments \$ 650

Automobile insurance \$ 120

Automobile fuel \$ 100

Automobile maintenance \$ 40

Other transportation costs

(public transportation, \$ 0  
parking, etc.) \_\_\_\_\_

Utilities (such as electricity, \$ 290  
gas, water, sewer, garbage) \_\_\_\_\_

Telephone \$ 150 \_\_\_\_\_

Paid television, cable, \$ 0  
satellite \_\_\_\_\_

Internet \$ 0 \_\_\_\_\_

Credit card payments \$ 100 \_\_\_\_\_

Loans and other debt \$ 0  
payments \_\_\_\_\_

Alimony from previous \$ 0  
marriages \_\_\_\_\_

Child support \$ 0 \_\_\_\_\_

Child care \$ 0 \_\_\_\_\_

Extracurricular activities for \$ 0  
children \_\_\_\_\_

Education (children) \$ 0 \_\_\_\_\_

Education (self) \$ 0 \_\_\_\_\_

Health care insurance \$ 0 \_\_\_\_\_

Health care expenses \$ 0  
(excluding insurance listed  
above) \_\_\_\_\_

Other \_\_\_\_\_ \$ 0  
insurance \_\_\_\_\_

Entertainment \$ 0 \_\_\_\_\_

Laundry and dry cleaning \$ 0 \_\_\_\_\_

Donations \$ 0 \_\_\_\_\_

Gifts \$ 0 \_\_\_\_\_

Union and other Dues \$ 0 \_\_\_\_\_

Garnishment or income \$ 0  
withholding order \_\_\_\_\_

Retirement deposits \$ 0  
(including pensions, 401(k), \_\_\_\_\_

IRA, etc.)  
Other \$ 0  
Other \$ 0

Total current monthly expenses \$3905

60. **Rebecca Jo Fisher's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage \$ 0  
Real estate taxes (if not \$ 0  
included in mortgage)  
Real estate insurance (if not \$ 0  
included in mortgage)  
Real estate maintenance \$ 0  
Food and household \$ 550  
supplies  
Clothing \$ 0  
Automobile payments \$ 650  
Automobile insurance \$ 0  
Automobile fuel \$ 100  
Automobile maintenance \$ 40  
Other transportation costs \$ 0  
(public transportation,  
parking, etc.)  
Utilities (such as electricity, \$ 0  
gas, water, sewer, garbage)  
Telephone \$ 0  
Paid television, cable, \$ 0  
satellite  
Internet \$ 0  
Credit card payments \$ 200  
Loans and other debt \$ 0  
payments  
Alimony from previous \$ 0  
marriages  
Child support \$ 0

|                                                             |      |        |
|-------------------------------------------------------------|------|--------|
| Child care                                                  | \$ 0 |        |
| Extracurricular activities for children                     | \$ 0 |        |
| Education (children)                                        | \$ 0 |        |
| Education (self)                                            | \$ 0 |        |
| Health care insurance                                       | \$ 0 |        |
| Health care expenses (excluding insurance listed above)     | \$ 0 |        |
| Other insurance                                             | \$ 0 |        |
| Entertainment                                               | \$ 0 |        |
| Laundry and dry cleaning                                    | \$ 0 |        |
| Donations                                                   | \$ 0 |        |
| Gifts                                                       | \$ 0 |        |
| Union and other Dues                                        | \$ 0 |        |
| Garnishment or income withholding order                     | \$ 0 |        |
| Retirement deposits (including pensions, 401(k), IRA, etc.) | \$ 0 |        |
| Other                                                       | \$ 0 |        |
| Other                                                       | \$ 0 |        |
| Total marital monthly expenses                              |      | \$1540 |

61. The difference between **Rebecca Jo Fisher's** monthly net income (including child support) and monthly expenses is **\$1,405.00** based on **current** expenses. This is **Rebecca Jo Fisher's** monthly financial need.

#### **Cody James Fisher's Ability To Pay**

62. **Cody James Fisher's** net income (after taxes) is **\$6,780.47** per month. This amount is based on these sources of income.

|                                         |            |
|-----------------------------------------|------------|
| Work (Including self employment, wages, | \$ 7770.92 |
|-----------------------------------------|------------|

salaries, commissions,  
bonuses, tips and overtime)

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** \$ 7770.92  
**Monthly Tax Deductions**

| Type of Deductions   | Amount    |
|----------------------|-----------|
| Federal Income Tax   | \$ 133.94 |
| State Income Tax     | \$ 315.47 |
| Municipal Income Tax | \$ 0      |
| FICA                 | \$ 438.49 |
| Medicare             | \$ 102.55 |

63. **Cody James Fisher** will be paying per month in child support in this case.  
64. **Cody James Fisher's** current reasonable monthly expenses are as follows:

|                                                                   |         |
|-------------------------------------------------------------------|---------|
| Rent or Mortgage                                                  | \$ 2075 |
| 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                                       | \$ 500  |
| Clothing                                                          | \$ 0    |
| Automobile payments                                               | \$ 0    |
| Automobile insurance                                              | \$ 197  |
| Automobile fuel                                                   | \$ 400  |
| Automobile maintenance                                            | \$ 0    |
| Other transportation costs (public transportation, parking, etc.) | \$ 0    |
| Utilities (such as electricity, gas, water, sewer, garbage)       | \$ 500  |

|                                |        |    |
|--------------------------------|--------|----|
| Telephone                      | \$ 330 |    |
| Paid television, cable,        | \$ 0   |    |
| satellite                      |        |    |
| Internet                       | \$ 120 |    |
| Credit card payments           | \$ 100 |    |
| Loans and other debt           | \$ 0   |    |
| payments                       |        |    |
| Alimony from previous          | \$ 0   |    |
| marriages                      |        |    |
| Child support                  | \$ 0   |    |
| Child care                     | \$ 0   |    |
| Extracurricular activities for | \$ 0   |    |
| children                       |        |    |
| Education (children)           | \$ 0   |    |
| Education (self)               | \$ 0   |    |
| Health care insurance          | \$ 0   |    |
| Health care expenses           | \$ 0   |    |
| (excluding insurance listed    |        |    |
| above)                         |        |    |
| Other                          | \$ 0   |    |
| insurance                      |        |    |
| Entertainment                  | \$ 0   |    |
| Laundry and dry cleaning       | \$ 0   |    |
| Donations                      | \$ 0   |    |
| Gifts                          | \$ 0   |    |
| Union and other Dues           | \$ 0   |    |
| Garnishment or income          | \$ 0   |    |
| withholding order              |        |    |
| Retirement deposits            | \$ 0   |    |
| (including pensions, 401(k),   |        |    |
| IRA, etc.)                     |        |    |
| Other                          | \$ 0   |    |
| Other                          | \$ 0   |    |
| Total marital monthly expenses |        | \$ |

65. The difference between **Cody James Fisher's** monthly <sup>4322</sup> ~~net income and monthly~~ expenses (including child support) is **\$2,458.47**. This is **Cody James Fisher's** ability to pay alimony each month.

66. **Cody James Fisher and Rebecca Jo Fisher** have been married for **13 years and 9 months**.

67. The value of real property during the marriage is **\$542,000.00**

68. The value of personal property during the marriage is **\$55,982.00**.

### **Alimony Payment**

69. **Cody James Fisher** will pay **Rebecca Jo Fisher \$200.00** in alimony each month.

70. These are the reasons for this amount: **verbal agreement between both parties**

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

72. The payment schedule will be:

- one half by the 5th day of each month, and
- the other half by the 20th day of each month.

73. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may also collect alimony and their payment schedule will be followed.

74. **Cody James Fisher's** alimony obligation will end the earliest of the following:

- **13 years and 9 months.**
- If **Rebecca Jo Fisher** dies.
- If **Rebecca Jo Fisher** remarries.
- If **Rebecca Jo Fisher** cohabits. Cohabitation must be proven in court before **Cody James Fisher** stops paying alimony.

### **Retirement money**

#### **Retirement money – retirement accounts**

75. 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).

76. 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: **8961**

Plan Name: **401k**  
Plan Administrator: **Principal**  
Company Name: **UFP Industries**  
Address: **unknown**  
Date Opened: **Jul 1, 2015**  
Plan Value: **\$30013.07**

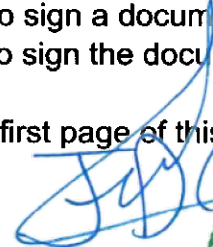
This plan is in the name of: **Cody James Fisher**

Divide as follows: **The reitrement money should be awarded by dollar amount. Cody James Fisher should be awarded \$5391.07 and Rebecca Jo Fisher should be awarded \$24622. Cody James Fisher should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.**

### Duty to sign documents

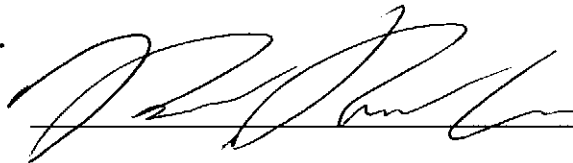
77. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

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

|                 |              |                                                                                      |
|-----------------|--------------|--------------------------------------------------------------------------------------|
| <u>7/8/2026</u> | Signature ▶  |   |
| Date            |              |                                                                                      |
|                 | Judge        |  |
|                 | Signature ▶  |                                                                                      |
| Date            |              |                                                                                      |
|                 | Commissioner |                                                                                      |

Approved as to Form.

Other Party  
Signature ▶



Other Party  
Name Rebecca Jo Fisher

### 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: **Cody Fisher**

Method of service: **Hand Delivery**

Address: **2932 S Fetzer Dr Magna UT, 84044**

Date of Service: **Jul 8, 2026**

07/06/2026

Date

Signature



*Cody Fisher*

Printed  
Name

Cody Fisher