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IN THE THIRD JUDICIAL DISTRICT COURT OF TOOELE COUNTY, STATE OF UTAH 74 S. 100 E. #14, Tooele, UT 84074	
In the Matter of the Marriage of: TABRAH L. FERRE, Petitioner, and JUSTON J. FERRE, Respondent.	DECREE OF DIVORCE Civil No. 264300261 Judge L. DOUGLAS HOGAN Commissioner RENEE BLOCHER

THIS MATTER came before the Court on the stipulation of the parties and on Petitioner's Request to Submit for Decision. Pursuant to Utah Code §81-4-406, Petitioner submitted a declaration in which jurisdiction and grounds for divorce were established.

The Court, being fully advised in the premises and now, for good cause appearing, having previously entered its Findings of Fact and Conclusions of Law, enters the following Decree of Divorce.

DECREE OF DIVORCE

1. Divorce. Petitioner, Tabrah L. Ferre, is awarded a Decree of Divorce from Respondent, Juston J. Ferre, on such grounds of irreconcilable differences

2. Residency. Petitioner is and was a bona fide resident of Tooele County, State of Utah, on the date this action was filed and for three (3) months immediately prior thereto.

3. Marriage. The parties were married on August 31, 2001, in Jacksonville, Onslow County, North Carolina, and are presently married.

4. Separation. The parties separated on June 19, 2026, and are not presently living together.

5. Grounds. During the marriage, the parties experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

6. Children. Under Utah's Uniform Parentage Act, Utah Code §81-5-102 et seq., the parties are the legal mother and legal father of the following minor child: LJF, born July 2011. This court has jurisdiction to determine the issues related to the child in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, the name and birth date of the minor child are being submitted to the court on the NON-PUBLIC INFORMATION – MINORS form.

7. Child's Residency. The parties' minor child has resided in the State of Utah for at least six (6) months immediately prior to the filing of this action and Utah is the child's home state.

8. Other Proceedings. Petitioner states there are no other criminal, delinquency, protective order, or other civil proceedings involving custody, child support, parent-time, or visitation concerning the parties' minor child in a court of law or governmental agency which have been filed, or are pending, or have been completed with an order.

9. Custody. The parties shall share joint legal and physical custody of the minor child named herein.

10. Parent-time. The parties shall have equal parent-time, i.e. 50/50, pursuant to Utah Code §81-9-305.

11. Divorce Education Class. Each party has completed the two one-hour courses entitled "Divorce Education for Parents" and "Divorce Orientation Class" as required by law, and the certificates of completion are on file with the court, or will be prior to submission of proposed findings of fact and decree.

12. Petitioner Income. Petitioner receives countable income for child support purposes from the following sources: Petitioner is employed, currently working for Transportation Security Administration, and grosses approximately \$5,144 per month from said employment.

13. Respondent Income. Respondent receives countable income for child support purposes from the following sources: Respondent is employed,

currently working for Tooele Army Depot, and grosses at least \$6,178 per month from said employment.

14. Child Support. Pursuant to Utah Code §81-6-202 et seq., Respondent's child support obligation would be \$22.00 per month. Based on the de minimis amount of child support, and the parties agreement to share child-related expenses, no child support shall be paid at this time. Unless the Court orders otherwise, support for each child shall terminate at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §81-6-213.

15. Child Support Adjustments. Each of the parties is under mutual obligation to notify the other within ten (10) days of any change in monthly income. Under Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code §62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the

court to adjust the amount. Under Utah Code §81-6-212(3), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

16. Tax Deduction for Children. Pursuant to Utah Code §81-6-210, Petitioner shall be entitled to claim the parties' child as a dependent for tax purposes for even-numbered tax years and Respondent shall be entitled to claim the parties' child as a dependent for tax purposes for odd-numbered tax years.

17. Tax Deduction Buyout. The parent who does not have the right to take a tax deduction has the option to purchase the deduction from the other parent as follows: By March 1st of each year, the parties will determine the amount of tax savings the parent with the deduction would realize from claiming

the child as a deduction. The parent wanting to purchase the deduction will then purchase from the other parent the right to claim the deductions for an amount equal to the other parent's projected savings. The parent purchasing the deduction must tender payment, in full, to the other parent by April 5th. Upon receipt of payment, the parent with the deduction shall execute any necessary tax forms to enable the parent purchasing the deduction to claim the deductions.

18. Child Health and Dental Insurance. Pursuant to Utah Code §81-6-208: the party that can purchase health and dental insurance at the most affordable cost shall be required to maintain medical, hospital, and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, Respondent's health, hospital, or dental insurance plan shall be primary coverage for the dependent child. If a parent remarries and his or her 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 health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. Both parties shall share equally the out-of-pocket costs of the premium paid by a party for each child's portion of the insurance. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, coinsurance and copayments, incurred for the

dependent child and paid by a party. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment. The party to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the out-of-pocket cost within 30 days of receipt of the written verification. A party incurring health care expenses will be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2nd of each year and notify the other party within 30 days of any change of coverage.

19. Child-Care Expenses. Pursuant to Utah Code §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related child care expenses. The party who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for child care expenses shall notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change. The party not directly paying for child

care shall begin paying his or her share of child care expenses monthly immediately upon presentation of proof of the child care expense. A party incurring and/or paying for child care expenses will be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

20. Future Decision Making. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care. In the event of a dispute regarding the parenting of the child that is not addressed herein, the parties shall be required to attend mediation to resolve the dispute.

21. Residential Provision. Respondent's place of residence shall be considered the child's primary residence.

22. Mutual Restraint. Both parties are mutually restrained from (i) disparaging the other party in the presence of the minor child or where the child could overhear them, (ii) discussing the divorce and any related matters with the child, and (iii) allowing third parties to do the same.

23. Petitioner's Personal Property. Petitioner shall be awarded all right, title, and interest, as well as liability, if any, in the following property free and clear from any claim by Respondent:

a. Vehicle:

i. 2019 GMC Acadia.

24. Respondent's Personal Property. Respondent shall be awarded all right, title, and interest, as well as liability, if any, in the following property free and clear from any claim by Petitioner:

a. Vehicle:

i. 2016 Dodge Ram.

25. Debts. There is no marital debt that Petitioner is aware of. Any debts incurred after the filing of this petition shall be the responsibility of the party incurring the debt:

26. Credit. Neither party will access or use any means of credit which obligates the other party. If any such accounts are discovered, they shall be closed immediately and paid in full by the party who incurred the debt.

27. Alimony. Both parties are self-sufficient and neither shall be awarded alimony, now or in the future.

28. Retirement Money. The parties have retirement money. The owner of the retirement money (Plan Participant) shall cooperate fully in whatever is necessary for the other party (Alternate Payee) to have full access to all of the information concerning the pension plan, retirement account, moneys and/or benefits, including signing any necessary forms for release of the information to the other party (Alternate Payee). In the event that the owner (Plan Participant) receives any of the retirement money awarded to the other party (Alternate Payee), the owner (Plan Participant) shall receive that money in the form of a constructive trust for the other party (Alternate Payee) and the owner (Plan

Participant) is ordered to pay the benefit directly to the other party (Alternate Payee) within five days of its receipt. Information on the pension plans, retirement accounts, moneys and/or benefits and how they are to be divided is listed below:

Account #1.

- a. Company: TSP
- b. Plan Name: Name
- c. Plan Administrator: Federal Retirement Thrift Investment Board
- d. Account Number: xxxxxx-1046
- e. This plan is in the name of Tabrah
- f. Plan Value: \$Amount
- g. Juston shall be awarded his share of the account pursuant to the Woodward

formula, which is:

- i.
$$\frac{[\text{Total Value of Account}] \text{ divided by } [\text{Number of Years PartyFirstName contributed to the account}] \text{ times } [\text{Number of Years the Parties were Married}]}{\text{divided by 2.}}$$

Account #2.

- a. Company: TSP
- b. Plan Name: Name
- c. Plan Administrator: Federal Retirement Thrift Investment Board
- d. Account Number: xxxxxx-1096
- e. This plan is in the name of Juston
- f. Plan Value: \$Unknown

g. Taybe shall be awarded her share of the account pursuant to the Woodward formula, which is:

i.
$$\frac{[\text{Total Value of Account}]}{[\text{Number of Years PartyFirstName contributed to the account}] \times [\text{Number of Years the Parties were Married}]}$$
 divided by 2.

Account #3.

- a. Company: FERS
- b. Plan Name: Unknown
- c. Plan Administrator: Unknown
- d. Account Number: Unknown
- e. This plan is in the name of Juston
- f. Plan Value: Unknown
- g. Taybie shall be awarded her share of the account pursuant to the Woodward

formula, which is:

i.
$$\frac{[\text{Total Value of Account}]}{[\text{Number of Years PartyFirstName contributed to the account}] \times [\text{Number of Years the Parties were Married}]}$$
 divided by 2.

29. **Division of Retirement Accounts.** Respondent shall be responsible for all drafting and costs associated with splitting Account #2, his own TSP. Petitioner shall be responsible for costs associated with drafting the required QDRO's for Account #1, her TSP; and Account #3, Respondent's FERS Account.

30. Maiden Name. Petitioner shall be restored to her maiden name of “Christensen” if she so desires.

31. Duty to Sign Documents that Implement Decree of Divorce. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. If a party fails to execute a document within 60 days of the entry of their divorce decree, the other party will bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

32. Mediation Required Prior to Modification. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties shall attempt to resolve the issue through mediation.

33. Attorney Fees and Other Costs. Each party shall be responsible for his/her own costs and fees incurred herein.

PARENTING PLAN

34. The party beginning his or her parent time shall do the transportation. When possible, the parent-time exchange shall occur through school or daycare with the parent ending parent-time dropping the children off at school or daycare in the morning and the other parent picking the children up at school or daycare. When school is not in session or daycare is not utilized, the

party ending his or her parent time shall have the child ready at the parties' residence at the exchange time, unless otherwise agreed by the parties.

35. The parties shall freely exchange, and fully cooperate, in transferring the child's clothing and personal effects between their households.

36. The parties shall support each other as parents in establishing and enforcing consistent rules and discipline in their respective households regarding homework, lessons, school projects, and general conduct.

37. The parties shall consult with each other if either of them becomes aware that the child is experiencing difficulties in school, emotional problems, or other issues that they would wish to be informed of if the parenting roles were reversed.

38. The parties shall hold the other in high esteem in their conversations with the child, and encourage their continuing love and affection for both parents. In no event shall either party demean or disparage the other parent in the child's presence, or permit any third party to do so.

39. Both parties shall be listed as parties to be notified by school authorities in the event of an emergency involving the child.

40. Each party will attend and participate in all practices, games, and school activities to which parents are invited without regard to the parent time schedule. Each shall support the other's efforts to participate in all such events.

41. Both parties shall have full access to all of the child's teachers and health care providers, as well as their school and medical records.

42. Both parties shall immediately notify the other of all emergency medical, educational, or legal events that occur when the child is in his or her custody, in particular any event that requires the child to miss more than one day of school or be treated at any medical facility for any reason.

43. Both parties shall be entitled to reasonable telephone and virtual contact with the child, which shall be unmonitored.

44. Both parties shall keep each other informed of his or her address and telephone number at all times.

45. Both parties shall notify the other whenever he or she intends to take the child on any overnight trip, and provide the other with the destination and telephone numbers where he or she will be reached in the event of an emergency. Each party shall execute any documents that are necessary to allow the other parent to travel with the child.

46. Both parties must have the other's permission to take the child if any activity or trip will interfere with the other parent's parenting time.

47. In the event that either party moves more than 150 miles away from the other party, the moving party shall provide 60 days advance notice of his or her intention to relocate. The child shall remain with the non-moving party unless the Court orders otherwise. The moving party shall be entitled to exercise, at a minimum, parent-time consistent with Utah Code §81-9-209.

*** * * * * END OF ORDER * * * * ***

(Court's signature will appear at the top of the first page)

Approved as to form:

/s/ Juston Ferre (by Michael Mickelson
with permission via email on 08/10/2026
Juston Ferre, Respondent

RULE 7 NOTICE

Please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED August 10, 2026.

CALDWELL FILLER & GRAYSON

/s/ Michael A. Mickelson
Michael A. Mickelson, Attorney

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served in the manner indicated below on August 10, 2026, to those indicated below:

Juston Ferre, Respondent ferrejuston@hotmail.com	☐ U.S. Mail, postage prepaid ☐ Hand-delivery ☐ Facsimile ☒ Email ☐ E-filed
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CALDWELL FILLER & GRAYSON

/s/ *Hannah Sherwood*

Hannah Sherwood, *Paralegal*