



MACFARLANE LAW, PLLC
Isaac C. Macfarlane (#12006)
98 North Main Street
Brigham City, Utah 84302
isaac@macfarlanelaw.net
Telephone: 435-339-0007
Attorney for Ashley C. Bailey

IN THE SECOND JUDICIAL DISTRICT OF THE STATE OF UTAH,
COUNTY OF WEBER, OGDEN DEPARTMENT
2525 Grant Avenue, Ogden, Utah 84401

In the matter of the marriage of: ASHLEY C. BAILEY, Petitioner, and MICHAEL JAMES BAILEY, Respondent.	DECREE OF DIVORCE Case No: 254901246 Judge: Cristina Ortega Commissioner: Brandon Richards
--	---

Ashley C. Bailey (hereafter "Ashley") filed a *Petition for Divorce* (Dkt. 1) in this case on July 16, 2025 and Michael James Bailey (hereafter "Michael") filed an *Answer and Verified Counter Petition for Divorce* (Dkt. 21) on August 7, 2025. The Parties attended a mediation on January 23, 2026 with mediator Senior Judge David R. Hamilton, both with their respective counsel, and there reached a complete and global settlement of all issues pending in this case with their execution of a *Stipulation* (Dkt. 74) now on file with this Court.

This Court, having jurisdiction over the Parties and issues involved, and having considered the pleadings on file and being otherwise fully advised, entered *Findings of Fact and Conclusions of Law* in this matter based upon the Parties' *Stipulation*, and now makes the following decrees and orders consistent therewith:

DECREE OF DIVORCE

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

DIVORCE

1. Michael and Ashley are husband and wife respectively, having been married on September 22, 2007 in Ogden, Weber County, Utah.
2. The Parties are awarded a *Decree of Divorce* upon the grounds of irreconcilable differences. Utah Code Ann. § 81-4-405(h).

CHILDREN

3. The Parties have three children from their relationship:
 - a. a son, B.B., born February, 2011;
 - b. a daughter, B.B., born February, 2011; and
 - c. a daughter, B.B., born March, 2015.
4. There are no additional children conceived during nor expected as issue of the marriage.

CUSTODY AND PARENT-TIME

5. The Parties are awarded the joint legal and physical custody, care and control of the Parties' minor children.
6. The Parties are each awarded and shall exercise parent-time in accordance with Utah Code Ann. § 81-9-303, based on a 9/5 split over a two-week period, including holiday and summertime provisions under that statute.
7. Ashley shall have the children for her trips to Hawaii from January 24, 2026 through February 1, 2026 and then to St. George from approximately March 31, 2026 through April

3, 2026. Ashley and Michael both agreed that these trips can be accomplished. Otherwise, parent-time shall be as set forth above.

8. Exchanges for parent time shall be made through drop-offs and pick-ups at school when possible. If exchanges need to be made at the other Parties' residence, then they shall be made curbside. Neither Party shall go onto the real property of the other person unless invited directly by the other Party.
9. The Parties shall engage in family systems therapy.
10. Each Party shall attend a co-parenting class.
11. The Parties shall utilize Our Family Wizard app as the principle means of communicating with the other Party.

PARENTING PLAN

12. The following *Parenting Plan* is adopted as this Court's order to govern the Parties' actions in their co-parenting of the minor children:
 - a. *Both parents should be flexible in making temporary adjustments in their parent-time schedule. The parent seeking an adjustment should give the other parent as much advance notice as possible (at least 24 hours except in emergency). The other parent should use his or her discretion in allowing for an adjustment, but should not unreasonably refuse.*
 - b. *The Parties should mutually be awarded the right of first refusal to provide child care for a minor child any time a child would otherwise be cared for by a third party care provider overnight or for time periods over seven hours. This should not be used when it would frustrate the children's plans to spend time with family, school groups, friends, sports, or other extracurricular activities.*
 - c. *Both parents should behave maturely during exchanges of a child. The parents should also prepare a child for each parent-time exchange by having a child packed and ready to leave on time, and by encouraging a child to spend time with the other parent.*
 - d. *Both parents should encourage liberal phone or electronic communications with the other parent. A child's request to call or communicate with the other parent*

should be reasonably accommodated. Communications with the other parent shall be unmonitored and uninterrupted. Neither parent shall record, eavesdrop, or spy on the other parent's communications with a minor child.

- e. *Should a parent buy a cell phone for a child to use, a child should always be able to use this phone to contact that parent. Either parent may restrict the phone's use to that purpose only, but the non-purchasing parent may not take the phone away completely.*
- f. *Day-to-day decisions regarding the care, control, and discipline of a child should be made by the parent with whom a child is residing at the time. Either parent may make emergency decisions regarding the health and safety of a child.*
- g. *The parents should discuss the significant decisions regarding a child, including, but not limited to, a child's education, health care, and religious upbringing. Any disputes which may arise between the parents will be resolved by identifying the issues involved, attempting in good faith to resolve the issues between the parents, consulting with experts in the involved field, and, if necessary, attempting in good faith to mediate the issues regarding the minor child through a court approved mediator. The parents shall initially share equally in the cost of mediation, reserving the obligation for final responsibility for determination by a court. The Parties agree that further legal action to modify or amend the custody determination of the parents will not be brought without first attempting in good faith to resolve the issues through mediation short of necessity for the immediate safety and welfare of a child. Ashley shall have the presumed decision-making authority with regards to any dispute which may arise regarding a child, but Michael shall have recourse to the court to address any claim that the other parent's decision is not in a child's best interests. However, the parent challenging the presumption shall carry the burden on such a claim, and may not override the presumption simply by showing that another decision or option may also be good for a child.*
- h. *The parents should not have overnight guests of the opposite sex while exercising parent-time with a child unless the guest is a relative or in a committed relationship with the parent.*
- i. *The parents should not do drugs and should not drink alcohol to the point of inebriation while in the presence of a child. The parents should not use any illegal substances, including the abuse of prescription drugs, while in the presence of a child. The parents should not be drunk, high or hung-over while in the presence of a child, as well as during or immediately prior to any period of parent-time.*
- j. *Neither parent should attempt to have a child transfer verbal or written messages between the parents.*
- k. *The parents should discuss child related issues via civil email or text communications only.*

- l. *Both parents should recognize that the best interests of a child require them to cooperate and treat each other with dignity and respect, especially in the presence of a child. Both parents should encourage affection and promote respect toward the other parent.*
- m. *Both parents should share information on any condition, problem, significant facts or circumstances, which may affect the other parent's relationship with a child or the well-being of a child.*
- n. *Parent-time should not be denied for failure to comply with any of the provisions in this pleading. Intentional denial of parent-time shall be grounds to change custody.*
- o. *Each parent should keep the other immediately informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency.*
- p. *Both parents should be entitled to participate in all social and school functions.*
- q. *The parents should notify the other when a child is ill. Prior to the exchange of a child who is ill, the parents should discuss regular parent-times and shall reasonably accommodate a sick child. If the parents cannot agree, regular parent-time should not be affected. A parent should not use a child's illness to frustrate parent-time.*
- r. *The parents should not schedule or promote an activity that falls on the other parents' parent-time without first obtaining permission from that parent in writing.*
- s. *Neither parent should attempt to restrain or control the activities of a child on the other parent's time.*
- t. *Ongoing relationships between a child and relatives should be encouraged and continued. Any visitation by relatives should be done during the scheduled parent-time of the parent to which they are related.*
- u. *If either parent should relocate, the terms and obligations granted and required by Utah Code Ann. § 81-9-209 shall apply, including that parent's obligation to provide notice to the non-relocating parent.*
- v. *It is fair and reasonable that both parents should be restrained from saying or doing anything including, but not limited to, disparaging the other parent, speaking to a child about the issues in this case, or from attempting to influence a child's preference regarding custody or parent-time, which would tend to diminish the love and affection of a child for the other parent.*
- w. *Both parents should also be mutually restrained from harassing, annoying or otherwise bothering the other parent, or from committing any domestic violence or abuse against the other parent or a child.*
- x. *It is fair and reasonable that both parents should be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this Parenting Plan or other court order, and the parents shall each have an affirmative duty to use his or her best efforts to prevent third parties from*

committing such violations, or shall have an affirmative duty to remove a child from such circumstances.

- y. *All permanent adjustments or modifications to this Parenting Plan should be made in writing, signed by both parents, notarized, and filed with the Court. Temporary or minor changes can be made whenever the parents agree.*
- z. *If a parent fails to comply with any of the provisions under this Parent Plan, the other parent's obligations in this Parenting Plan or other court orders should not be affected.*
- aa. *The parents should not introduce a child to a paramour, date, or prospective partner unless the parent is in a serious, committed relationship with the individual. The parents should consider a six month period as a guide in deciding when a parent is in a serious, committed relationship with the individual.*

CHILD SUPPORT

13. Ashley is awarded child support from Michael of \$1,226 per month, consistent with the Utah Child Support Act, utilizing a Joint Custody Child Support Worksheet calculated with 220 annual overnights for Ashley and 145 annual overnights for Michael.
14. Ashley is imputed income of \$4,500 per month.
15. Michael is imputed income of \$10,000 per month.
16. Unless the Court orders otherwise, support for a child should terminate at the time (1) a child becomes 18 years of age, or has graduated from high school during a 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. Utah Code Ann. § 81-6-213.
17. Each of the Parties is under mutual obligation to notify the other within ten (10) days of any significant change in monthly income.
18. Child support shall commence February, 2026.

19. Child support is payable in full by the 1st full day of each month if paid directly, or if paid through the Office of Recovery Services, one-half should be due on the 5th and the other half should be due on the 20th of each month. Utah Code Ann. § 81-7-102.
20. Any child support award may be adjusted by motion when the most recent child support order is older than three years, or by petition when the most recent Child Support Order is less than three years old. Utah Code Ann. § 81-6-212.
21. The Parties shall share equally the extracurricular expenses for those activities that the children are involved in, which currently include volleyball, tumbling, cheer and soccer, as well as other extracurricular activities that are agreed upon in writing.
22. The Parties shall also share all fees, school costs, and school lunch.
23. The Parties shall share equally the cost to have the minor children insured on car insurance with them being functioning as operators, which will occur in approximately one year.
24. The Parties shall also share equally the cost of cell phone service for the minor children.

HEALTH INSURANCE AND EXPENSES

25. Michael and Ashley shall jointly provide and maintain health/medical insurance for the benefit of their minor children where reasonably available. Utah Code Ann. § 81-6-208. The children shall initially continue to be covered by Michael's insurance plan. Ashley is required to obtain her own insurance once the divorce is granted.
26. If a minor child is covered by insurance plans by both Parties, Ashley's insurance plan shall be considered the primary coverage and Michael's insurance plan shall be considered the secondary coverage, and each Party shall pay the expense of their own insurance plan.

27. Should only one Party obtain health/medical insurance, the other Party shall be liable for the payment of one-half of the cost of said insurance for a child's portion of that insurance. In the event other insurance should become available to either Party that is more comprehensive and/or at a better price, the Parties will transfer the insurance and payment responsibilities.
28. Michael and Ashley are equally liable for one-half of all reasonably necessary medical, dental, orthodontic, and optical expenses of a child which are not covered by insurance.
29. If a parent remarries and a minor 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 parent and shall retain the same designation as the primary or secondary plan of the minor child and the Parties shall likewise each be liable for the payment of one-half of the cost of said insurance for the child's portion of that insurance.
30. In the event of an elective type of treatment, procedure or surgery like braces for teeth, there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the cost without reimbursement from the other parent. If a parent chooses to go to a health care provider that is not in the existing insurance network, incurring an extra cost, then there must be a prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the difference in the cost. The payment of these expenses shall be kept confidential, and neither parent may discuss or disclose the terms of how much each parent will be paying with a child.

31. The parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty days of payment.
32. The Party who incurs medical expenses may be denied the right to receive credit for the expenses, or to recover the other parent's share of the expenses, if that Party fails to provide written verification and payment within thirty days of payment.
33. The Party who incurs the medical expenses shall be reimbursed within thirty days of the verification of the cost and payment to the other parent.
34. Michael and Ashley shall cooperate in exchanging all claims forms and statements in order to coordinate the payment of all medical and dental expenses.
35. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of a child, and thereafter on or before January 2nd of each calendar year.
36. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty days of any change.

CHILD CARE

37. Utah Code Ann. § 81-6-209 shall apply, ordering the equal division of child care expenses.
38. Child care expenses shall be reimbursed by the notified Party within thirty days of receipt of child care invoices, receipts, and/or bills.

PERSONAL PROPERTY

39. During the marriage the Parties acquired various items of personal property, including vehicles, financial accounts, furniture, and personal items.

40. The Parties are each awarded their personal items, clothes, documents, identifications, certificates, degrees and awards.
41. The Parties are each awarded any items which they owned separately prior to the marriage.
42. The Parties are each awarded those financial accounts in their own names. Each Party shall retain his or her own separate accounts. There is one joint account at America First Credit Union, which will be the exclusive property of Ashley.
43. There is an account that Ashley has through Ascend which represents premarital monies as a result of a personal injury claim that she received as a minor. Those proceeds are hers in full.
44. The Parties will retain vehicles as follows:
 - a. Ashley shall keep the 2024 Chevy Tahoe RST; and
 - b. Michael shall keep the 2024 Ford F-350 Platinum.

There are debts associated with those vehicles. Those debts shall be reconfigured to put the Tahoe in Ashley's name only, eliminating Michael from any responsibility, and the F-350 in Michael's name only, eliminating Ashley from any responsibility. The debt shifting shall be done within 30 days.

45. The Parties shall retain those items of personal property in their current respective possession, except that Michael is entitled to receive these items which are at the home:
 - a. the gun safe that is in garage;
 - b. the tool box that is in the garage;
 - c. 4 shotguns;
 - d. Ruger 22; and

- e. Blackstone grill.

The Parties shall cooperate in exchange of those items, and shall not create any issues with one another to get the exchange completed. Otherwise, the Parties shall each retain the items they currently possess.

- 46. Neither Party shall make any claim one against the other for dissipation of assets for gambling or for anything else in that regard.

REAL PROPERTY

- 47. The Parties have acquired an interest in real property located at 3362 North 1075 West, Pleasant View, Utah 84414.
- 48. The home has a value of \$925,000.
- 49. There is an indebtedness on the home to Mr. Cooper of approximately \$288,000 and to Alliance of approximately \$50,000, which leaves a net equity of \$587,000. The Parties shall each receive \$293,500 as their one-half interest in net equity.
- 50. Ashley shall have the ability to buy Michael's interest out of the home for that \$293,500, and she will have up to six months after entry of the *Decree of Divorce* to accomplish that, after which it will be up to Ashley to satisfy the indebtedness associated with the home. Upon such sale, refinance, assumption or other transfer Michael shall release any interest or claim he may hold upon said property by execution of a quit claim deed.
- 51. If the buy-out is not accomplished within the timeframe indicated, then the home will be listed for sale, and each Party would ultimately receive 50% of the net proceeds from the sale of the home.

52. The Parties each are foregoing claims that would represent an equitable interest in the property that would constitute a claim under the “source of funds” rule. Each Party would have claims for “source of funds” moneys and they have agreed that they would compromise those claims by neither Party asserting that, and the dollars and cents from the home equity will be divided as previously indicated.

DEBTS

53. The Parties have debts which are primarily in their separate names.

54. The Parties shall each take care of the debts that they separately have.

55. There is one joint credit card with American Express. The Parties will make no new charges on that account. Michael shall have six months to pay off the balance of the account and then it will be closed.

RETIREMENT BENEFITS

56. There is an IRA through Fidelity. That account will be divided pursuant to the Woodward formula. It will be up to Ashley to prepare the QDRO associated to get that completed.

ALIMONY

57. Neither Party shall not be awarded any alimony, past, present or future.

TAX RETURNS

58. The Parties shall file a joint tax return for the 2025 tax year, utilizing the services of Brenda Solomon to prepare the tax return. The Parties shall cooperate in all respects to get information to Ms. Solomon. They shall share equally in any refund they receive and any tax obligation shall be split equally.

59. For the 2026 and all future tax years the Parties shall equally claim the children for income tax purposes in this manner: in even years Ashley shall claim two of the children and Michael shall claim one, and in odd numbered years Michael shall claim two of the children and Ashley shall claim one. At such time that there is only one child as a dependent, the Parties shall alternate claiming the child for income tax purposes.

LIFE INSURANCE

60. The Parties have life insurance policies. Those policies shall remain in force and effect, and the children shall be identified by each policy as the sole beneficiaries of those policies.

BUSINESSES

61. Each Party has a business enterprise. Ashley owns an entity called Pierced By Ashley, LLC, and Michael owns MJB Contracting, LLC. Each Party shall receive his or her own business and all assets, inventory, equipment, accounts, everything in total associated with their business with no claim thereon by the other Party.

MAIDEN NAME

62. Ashley should be entitled, if she elects, to use her maiden name of "Drysdale".

ATTORNEYS FEES

63. The Parties are each liable for their own attorney fees and costs in this matter.

MISCELLANEOUS

64. Michael and Ashley shall cooperate in each and every other way necessary or proper to ensure that this *Decree of Divorce* is carried out in every detail.

65. Each Party shall execute and deliver to the other such documents as are required to implement the provisions of this *Decree of Divorce* entered by the Court.
66. If either Party fails to comply with any of the terms and conditions set forth in this *Decree of Divorce*, the Party in default should be liable to the other Party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the terms and conditions of this *Decree of Divorce*.
67. Future modifications to or enforcement of this Court's orders may become necessary. Prior to filing any action for enforcement or modification of this Court's orders the Parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

END OF DOCUMENT
THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

Approved as to form and content by:

Endorsement authorizes Macfarlane Law, PLLC to electronically sign for court filing purposes.

Dated this 6th day of April, 2026.

/s/ Jaime G. Richards

Signed by Isaac C. Macfarlane with permission.

Kevin G. Richards

Jaime G. Richards

Carl N. Anderson

Attorneys for Respondent

NOTICE PURSUANT TO RULE 7(j)(5) OF THE UTAH RULES OF CIVIL PROCEDURE TO
THE PARTIES AND THEIR COUNSEL:

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j)(5) of the Utah Rules of Civil Procedure, that this *Decree of Divorce* shall be the decree and order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of April, 2026, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method and to the following individuals:

Kevin G. Richards Jaime G. Richards Carl N. Anderson Attorneys for Respondent kevin@utahlegalcounsel.com jaime@utahlegalcounsel.com carl@utahlegalcounsel.com	☐ U.S. Mail ☐ Electronic Filing ☒ Email ☐ Other: _____
---	--

/s/ Isaac C. Macfarlane

Isaac C. Macfarlane
Attorney for Ashley C. Bailey