



CORY D. HUNDLEY (14681)
HUNDLEY & HARRISON
10808 S River Front Parkway, Suite 334
South Jordan, Utah 84095
Ph: (801) 899-1913
Fx: (801) 984-4306
cory@hundleyharrison.com
Attorney for Cody Fillerup

**IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

CODY FILLERUP,

Petitioner,

and

ALEXIA JADE FILLERUP,

Respondent.

DECREE OF DIVORCE

Civil No: 264400665

Judge: Denise M. Porter

Commissioner: Marian Ito

This matter came before the Court on Petitioner's Petition for Divorce in accordance with applicable Utah law. The Court, having reviewed the pleadings and Settlement Agreement filed with the Court by Petitioner ("Father", "Cody") and Respondent ("Mother," "Alexia"), and having entered its Findings of Fact and Conclusions of Law, for good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

JURISDICTION AND GROUNDS

1. Residency: Both parties have been actual and bona fide residents of Utah County, State of Utah, for at least three (3) months immediately prior to the filing of this action.

2. **Marriage Information:** The parties were married on September 8, 2018 in St. George, Utah and have been husband and wife since that date.

3. **Grounds:** The parties have experienced irreconcilable differences in the marriage, rendering the continuation of the marriage impossible. Therefore, a divorce shall be granted, pursuant to *U.C.A. § 81-4-405(1)(h)*.

4. **Entry of Decree:** A Decree of Divorce will be entered dissolving the marriage of the parties based on irreconcilable differences. This Decree will become final upon signing by the Court.

JURISDICTION OVER MINOR CHILDREN

5. **Child:** The parties are the parents of two children, both of whom are still minors:

B.B.F., born March 2021

B.C.F., born August 2023

6. For the following reasons, the State of Utah has jurisdiction over the custody, support, and other issues related to the children in this action:

a. **Home State:** The children have resided in Utah County, State of Utah for more than six (6) months prior to the filing of this action and Utah is the home state of the children.

b. Mother and Father are the only people who have custody, child support, and parent-time rights to their children.

c. There are no, nor have there been, custody, child support, or parent-time cases regarding the minor children pending in any court or government agency.

d. Father is not aware of any criminal, delinquency, or protective order cases in any court in this state or any other state or country in which a party or the parties' children are involved.

PARENTING PLAN

7. **Legal Custody:** It is in the children's best interest that the parties be awarded joint legal custody, subject to the decision-making plan stated herein.

8. **Physical Custody:** It is in the minor children's best interest that the parties share joint physical custody of the minor children, with an equal sharing of overnight parent-time. The children shall reside in Mother's home 183 overnights each year and in Father's home 182 overnights each year.

9. The parent-time schedule should be as the parties are able to agree. If they are not able to agree, the parties will follow a 2-2-5-5 parent-time schedule, as follows:

a. Mother will have the children Monday and Tuesday overnights each week. Father will have the children Wednesday and Thursday overnights each week. The parties will alternate parent-time every other weekend, Fridays through Sunday overnight, continuing until Monday morning.

10. **Holidays and Extended Time:** Holidays and extended summer parent time shall be according to the following schedule. If the children's school schedules vary for purposes 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 let out for the holiday and ending the evening before any child returns to school (Utah Code 81-9-302, 303):

Holiday and Time	Years Father is Granted Holiday	Years Mother is Granted Holiday
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Martin Luther King Jr. Holiday (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Fall Break (1) Holiday begins at: (a) 6 p.m. on the day the school releases for holiday break; (2) Holiday ends at 7 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: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Mother's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Never	Every year
Father's Day (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year	Never
Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at Mary's election. (2) Holiday ends at 7 p.m. on the day before	Odd years	Even years

school resumes		
Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on December 27.	Even years	Odd years
Winter Break (Second Half) (1) Holiday begins at 7 p.m. on December 27. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day that school resumes.	Odd years	Even years
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Independence Day (1) Holiday begins at 6 p.m. on July 3rd. (2) Holiday ends at 6 p.m. on July 5th.	Odd years	Even years
Pioneer Day (1) Holiday begins at 6 p.m. on July 23rd.	Even years	Odd years

(2) Holiday ends at 6 p.m. on July 25th.		
Day of Child's Birthday (1) Holiday begins at 6 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring along other siblings for the child's birthday.	Even years	Odd years
Day before or after Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring along other siblings for the child's birthday.	Odd years	Even years
Mother's Birthday Mother will have parent time on her birthday every year from 3 p.m. until the following morning when she delivers the children to school, or 8 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted parent-time takes the child away from that parent's residence for the uninterrupted extended parent-time.	No years	Every year
Father's Birthday Father will have parent time on his birthday every year from 3 p.m. until the following morning when he delivers the children to school, or 8 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted parent-time takes the child away from that parent's residence for the uninterrupted extended parent-time.	Every year	No years

11. Summer Break: Father may elect to spend up to two uninterrupted weeks with the kids during the summer school break. Father must notify Mother of his election by May 1st each year. Mother may also elect two full weeks with the kids during summer school break. Mother must notify Father of her election by May 15th each year. If Father fails to provide written notice of his summer parent time election by May 1, then Mother's submitted summer schedule shall have priority and shall be implemented first, as long as she has given her notice on time. If neither parent has given notice by May 15th, then the first parent to provide written notice thereafter shall have priority for that year.

12. Parent-Time Transfers: The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time. Unless otherwise agreed, when school is in session, exchanges should take place school to school, with pickup and drop-off at school. When school is not in session, the parent receiving the child should pick up the child from the home of the other parent, with all exchanges occurring at 9 am.

13. Curbside Transfers: There shall be no curbside transfers. The parent dropping off or picking up a child may accompany the children to the other parent when parent-time transfers are made.

14. Parenting Plan: The parties should acknowledge their parenting relationship will continue for many years, and it is in the best interests of the children to have a meaningful and quality relationship with both parents. In furtherance of that goal, the Court orders the following parenting plan to be incorporated into this Decree:

- a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

b. The parent-time schedule shall be utilized to maximize the continuity and stability of the children's lives. The parties shall work together in a reasonable manner to accommodate each other and to provide the children consistency and stability.

c. Special consideration shall be given to each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in their life or in the life of either parent, which may inadvertently conflict with the parent-time schedule.

d. Each party must understand the importance of exercising parent-time responsibly and consistently. Each shall use his or her best efforts to ensure that such parent-time occurs as smoothly as possible. Each party should call the other if he or she is delayed for any reason.

e. The parties shall work together to make alterations in the parent-time schedule to reasonably accommodate the work schedules of both parents, the schedules of the children, and the distance between the parties and the expenses of exercising parent-time.

f. Neither parent-time nor child support shall be withheld due to either parent's failure to comply with the court ordered parent-time schedule.

g. The parties shall notify each other within 24 hours of receiving notice of all significant school, social, sports, religious and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully. The parties should create a shared online calendar to facilitate this notification.

h. The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medical providers, or professionals, and should include the name of the other parent as an authorized contact person so that each party can initiate their own relationship with these professionals.

15. Restraints related to the Children: The parties should communicate primarily in writing and keep their communication civil and respectful at all times.

16. Each party shall be permanently restrained from discussing adult issues with the minor children, including finances, the status of this divorce case, or parent time issues, etc. The parties shall not put the children in the middle. They shall refrain from communicating with the other parent through the minor children.

17. Each party is permanently restrained from saying or doing anything negative or derogatory against the other in the presence of the minor children. The parties shall also remove the children from the presence of any other person making such statements.

18. Each party shall refrain from the use of illegal drugs or prescription drugs used in a non-prescribed manner or to use alcohol to the level of intoxication when the children are present.

19. Decision Making: Each parent shall 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.

20. Joint Decision Making: The parents shall share responsibility for making major decisions about the children, including but not limited to non-emergency medical treatment,

education decisions, or religion. If there is a disagreement, the parents will resolve the dispute as provided in the paragraph below titled, “Resolving Disputes”.

21. Education Plan: The children shall be enrolled in the school district where the children have historically resided. Neither parent may change the children’s school enrollment or school district without the written agreement of the other parent or a court order. If a parent relocates outside the school boundaries, the children shall remain enrolled in the original school unless otherwise agreed in writing or ordered by the court.

22. Both parties shall have the authority to check the children out of school. Both parties shall have access to the children during school.

23. Communications among the parties: The parties will communicate with each other in person, by telephone, and by text.

24. Communication with the Children: The parties shall provide age-appropriate help to the children to communicate with the other parent. They shall also 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. Parents and children may communicate with each other whenever the children choose and by any method.

25. Records and Information Sharing: Both parents will have access to relevant records and the ability to consult with various providers regarding education, childcare, and healthcare.

26. Travel by the Children: 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.

27. If the children will be traveling for more than one day, the parent arranging the travel shall notify in advance. That parent will give the other parent the travel schedule, locations, and phone numbers. In case of emergency travel, the parent will provide as much notice as possible.

28. **Relocation of a Parent:** Neither parent may relocate with the minor children more than 25 miles from their current residence without a written agreement signed by the parties or a court order. If a parent intends to relocate more than 15 miles from their current residence, they must comply with the requirements of U.C.A. 81-9-209.

29. **Dispute Resolution:** The parties shall mutually discuss any major or significant decisions, including religious, medical, or educational decisions and attempt to reach a joint solution. If they are unable to agree, they should seek input from an appropriate professional such as a therapist, counselor, educator, or physician. If they are still unable to agree, they shall attend mediation prior to bringing the issue to the court, with each party paying for half of the cost of mediation.

30. No dispute related to parental decision making or the parenting plan shall be brought before the court without a good faith effort by both parents to resolve the issue through counseling or mediation. The parties shall share equally the cost of any counselor or mediator.

SUPPORT

31. Mother's gross monthly income for child support purposes is imputed at \$1,257. Mother is employed at Spaw Days.

32. Father's adjusted gross monthly income for child support purposes is \$10,717. Father is employed at Ram Exteriors.

33. Using a joint custody child support calculator, with Mother having 183 overnights, and Father having 182 overnights for purposes of calculating child support, Father shall be ordered to pay child support to Mother at \$765 per month base support. This amount complies with the Utah Child Support Act. Child support shall begin March 1, 2026, and is due one half on the 5th and one half on the 20th of the month thereafter.

34. Child support shall continue until a minor child reaches 18 years of age or graduates from high school during their normal and expected year of graduation, whichever occurs later. However, should a child die, marry, become a member of the armed forces, or emancipates, child support shall terminate as to that child.

35. At the time a child is no longer eligible to receive child support, the child support should be automatically adjusted to reflect the base child support obligation consistent with (Utah Code 81-6 parts 1-2). 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.

36. **Child Support Reduction:** If a child lives with the non-custodial parent by court order or written agreement of the parties for:

a. 25 of any 30 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)).

b. 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)).

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

37. If a child receives case 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.

38. Mother will give Father the information needed to set up direct deposit through Father's employer. Once Father has the information, Father will have his employer set up direct deposit to an account of Mother's choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

39. Mother shall pay any ORS fees.

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

41. **Dependent Children for Tax Purposes:** Father shall claim the parties' children as dependents/exemptions for tax purposes.

a. If Mother gets a job where she will be receiving tax credit for the children, Father will claim Bennett Cash Fillerup and Mother will claim Brixton Burke Fillerup for as long as both children qualify for tax dependency exemptions. Once there is only one child remaining who qualifies, the parties will alternate claiming the child, with Father claiming in odd numbered tax years, and Mother claiming in even numbered tax years.

CHILD HEALTHCARE

42. The parties must provide healthcare coverage for the medical expenses of the dependent children. Healthcare 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 healthcare coverage. Utah Code 81-6-101(14).

43. Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at a reasonable cost. If medical insurance is not available at a reasonable cost then both parents must ensure the children have healthcare coverage. This may require applying for public healthcare coverage, such as CHIP or Medicaid.

a. Responsibility for child medical and dental expenses will be as follows:

b. 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:

i. Father's insurance will be primary coverage.

ii. Mother's insurance will be secondary coverage.

iii. The parties will each pay for the costs of the premium for their own coverage.

c. 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:

i. Father's spouse's insurance plan will be primary coverage.

ii. Mother's spouse's insurance plan will be secondary coverage.

d. Unless both parties are carrying insurance for the minor children, both parties will equally share the actual out-of-pocket costs of the child's portion of the insurance premiums.

e. 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.

f. The party who pays healthcare expenses shall provide the other party written verification of the cost and payment within 30 days.

g. If a party does not follow this order and provide written verification, they may not be able to receive credit for healthcare expenses or recover the other party's share of the expenses.

h. On or before January 2 of each year, either party ordered to maintain coverage must provide verification of coverage to the other party, and ORS (Office of Recovery Services) if they are involved.

i. 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.

44. Childcare Expenses: Both parties shall equally share all reasonable work, career, or occupational training-related childcare expenses. (Utah Code 81-6-209)

a. The party who pays childcare expenses must provide the other party written verification of the cost and identity of the childcare 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 childcare expenses must notify the other party of any change in a childcare provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for childcare must pay their share of childcare 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 childcare expenses or recover the other party's share of the expenses.

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

46. Father and Mother will share equally the cost of any and all extracurricular activities that they mutually agree to. If there is a disagreement about an extracurricular activity, the parent who wants the child to participate in the activity will pay the cost. Neither parent will sign the children up for extracurricular activities that substantially interfere with the other parent's time, without mutual agreement. If a parent schedules extracurricular activities during the time of the other parent, that parent will not be required to take the child to the activity during their time.

PROPERTY

47. The parties will divide personal property acquired during the marriage as follows:

48. Vehicles will be divided as follows:

a. Alexia shall be awarded the 2018 Kia Sorento. She shall pay the entire debt of \$16,780.54 remaining on the car.

b. Cody shall be awarded the 2014 Dodge Ram 1500 Crew Cab. He shall pay the entire debt of \$25,159 remaining on the car.

c. Each party will be responsible for any costs related to the vehicle they are awarded, including monthly payments, maintenance, insurance, and registration, etc.

Both parties should cooperate to sign the title of the vehicle to the party to whom it is awarded.

d. The parties will work to agree on a division of all other personal property acquired during the marriage. If they are unable to reach an agreement, this issue is reserved, and they shall attend mediation before bringing this issue to the court.

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

a. Both parties shall be entitled to an equal division of the USAA checking account (number 5991) which contains a balance of \$3,168.33. After the marital residence is sold, all net proceeds shall be deposited into the parties' joint account and divided equally between the parties, including the \$3,168.33. Once the account has been divided, it shall be closed.

b. Alexia shall receive the USAA checking account (number 1774) and the entire balance of \$153.25.

c. Alexia shall receive the USAA savings account (number 1766) and the entire balance of \$2.19.

50. Debts: 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. Each party is responsible to indemnify and hold the other harmless from any loss or liability related to any debt they are awarded as part of this agreement.

a. Alexia will pay the entire debt owed to With Cherry on account number 9814. The current balance of this debt is \$660.29. Alexia will provide a copy of the Divorce Decree to the lender.

51. Marital Home: The parties acquired a home at 130 W 600 N, Spanish Fork, Utah. Until the property is sold, the parties shall have equal use and possession of this property. Until the property is sold, Cody shall continue to be responsible for payments, taxes, and insurance on the property.

52. The parties will cooperate to list the home for sale no later than 120 days after execution of this Agreement. The parties will jointly select a real estate agent, and will agree on the listing price and sale price, with feedback from the agent. The parties will cooperate to accomplish the sale of the property within a reasonable time. The parties will work to maximize the sale price, without unreasonably delaying the sale. No reasonable offer to purchase the home will be refused.

53. The current mortgage balance on the marital home is \$338,277.56 with a monthly payment of \$2,440.78.

54. Cody shall be responsible for making the monthly mortgage payments on the marital home beginning immediately and continuing until the residence is sold. Upon sale of the home, the proceeds from the sale should be applied as follows:

- a. First, to satisfy the primary mortgage on the home.
- b. Second, to pay any costs of the sale, including realtor fees and closing costs,

c. Third, any remaining proceeds shall be divided equally between the parties.

55. Business Interests: Alexia will be awarded the business Fillerup Event Bartending as her sole and separate property, subject to no claim or interest by Cody. She is also responsible for any debts and liabilities associated therewith and will indemnify and hold Cody harmless from any loss or liability related thereto.

ALIMONY

56. Cody will pay monthly alimony of \$1,000 to Alexia for a period of three years. Spousal support will begin as of the first day of the month immediately after the home is sold. Thereafter, spousal support payments will be due one half on the 5th of the month and one half on the 20th of each month. Spousal support will terminate upon the cohabitation, remarriage or death of Mother, or after the 36th month of payments, whichever occurs first.

RETIREMENT ACCOUNTS

57. The parties accrued retirement benefits during the marriage, which shall be divided as follows:

a. The entire Built Exteriors plan (account number 8307) with a value of \$1,701.61 shall be awarded to Cody.

58. Costs and Attorney Fees: Each party will be responsible for their own attorney fees and costs incurred in pursuing this Decree of Divorce.

59. Restraints: Each party will be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other at any time or in any place.

60. The parties will keep their communication civil and respectful at all times.

61. Both parties will be restrained from using the likeness, identity, or information of the other to access or create accounts.

62. Both parties will be restrained from selling, transferring, encumbering, or otherwise disposing of any property which may be considered marital property without written agreement from the other party or final Court order regarding the disposition of that property.

63. **Name Change:** Mother will be entitled to revert to her maiden name if she so desires.

64. **Miscellaneous:** Each party is ordered to execute and deliver to the other such documents as are required to implement this Decree of Divorce. Should a party fail to execute a document within 60 days of entry of this Divorce Decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.

65. Each party is ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to *U.C.A. § 30-3-5(1)(c)* and *U.C.A. §15-4-6.5* and to effectuate compliance with these statutes.

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SIGNATURE OF COURT IN UPPER RIGHT CORNER

Approved as to form:

/s/ Alexia Fillerup
Alexia Fillerup

Respondent
(Signed by Counsel for Petitioner with
Permission received via email)

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of April, 2026, I served a copy of the foregoing proposed
DECREE OF DIVORCE with the following by:

Email:

Alexia Jade Fillerup
alexiaswenson@gmail.com

Respondent

Signature: /s/ Cory D. Hundley