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

<i>In the matter of the marriage of</i> ROBERT JAMES CUNNINGHAM, Petitioner, and LORI CUNNINGHAM, Respondent.	DECREE OF DIVORCE Case No. 264401131 Judge Sean Peterson Commissioner Marion Ito
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BASED UPON the Findings of Fact and Conclusions of Law filed herewith, IT IS
HEREBY ORDERED, ADJUDGED AND DECREED:

- JURISDICTION.** Mother and Father are bona fide residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the filing of this divorce action.
- HOME STATE.** Pursuant to Utah Code §78B-201(1)(a) and §78B-13-102(7), Utah is the Home State of the minor child who has resided in the State of Utah for more than six months and no other state has assumed jurisdiction over the minor children consistent with Utah Code.

3. **PENDING MATTERS.** Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, there are no proceedings for custody, child support, parent-time, protective order, criminal matter, or delinquency case pending in regard to the minor children named herein filed or pending in any Utah State court or court of any other state.

4. **CUSTODY INTERESTS.** The parties do not know of a person, not a Party to these proceedings, who has custody of the Parties' minor child or who claims to have custody or parent- time rights with respect to the Parties' minor child.

5. **MARRIAGE.** The parties are husband and wife, having married on January 30, 1999 in American Fork, Utah.

6. **GROUND.** Pursuant to Utah Code Annotated 81-4-406, a Decree of Divorce is hereby issued based on the grounds of irreconcilable differences.

7. **CHILD.** The parties have one minor child, J.B.C., born May 2010. There are no other minor children of the marriage.

PARENTING PLAN

8. **CUSTODY.** The parties shall share joint legal custody and joint physical custody of the minor child. In order to minimize disruption and maintain continuity in the child's education and community, the child's primary residence is with the Mother's residence.

9. **PARENT-TIME (VISITATION).** Parent-time is as agreed upon between the parties. In the event the parties are unable to agree, the parties shall have equal parent-time, alternative week-on/week-on with parent-time exchanges occurring on Sunday evening at 8:00 p.m.

10. Unless the parties agree otherwise, holiday parent time is according to the following schedule:

Holiday	Holiday Time Period	Father	Mother
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor 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 8:00 p.m. the Sunday 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 minor 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 8:00 p.m. the Sunday before school resumes.	Even years	Odd years
Spring Break	The parties will divide the Spring Break holiday with the exchange occurring on Wednesday at 8:00 p.m. If Easter occurs during the Spring Break, the parent who would normally be awarded the Spring Break, would be awarded that half of the Spring Break. In the event Easter does not fall on Spring Break, the party with the allocated holiday would have the first half of the holiday break.	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 minor 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 8:00 p.m. the Sunday before school resumes.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 8:00 p.m.	All years	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 8:00 p.m.		All years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 8:00 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 8:00 p.m.	Even years	Odd years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends Holiday ends at 8:00 p.m. the Sunday before school resumes.	Odd years	Even years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school	Odd years	Even

	dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7:00 p.m.		years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 7:00 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3:00 p.m. (2) Holiday ends at 9:00 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3:00 p.m. (2) Holiday ends at 9:00 p.m.	Odd years	Even years

11. ADVISORY GUIDELINES. The guidelines contained in Utah Code Annotated 81-9-202 shall apply unless such guidelines differentiate from provisions specifically identified herein.

12. TRAVEL. If a party travels overnight with the minor child during that party's parent-time, the traveling party shall provide the other party with advance notice, current contact information, and a written itinerary identifying the general location of travel. Such travel shall not interfere with the other party's parent-time unless the other party has agreed in writing.

13. **TRANSPORTATION.** Unless the parties agree otherwise, the receiving party is responsible to pick up the minor child from the other party's residence or another mutually agreeable location. Exchanges of the minor child for parent-time is curbside pick-up and drop-off. Either party may arrange for a responsible adult to transport the minor child. The parties shall make reasonable efforts to be punctual and shall not interfere with the other party's parent-time. If a party will be late or is unable to be present for a scheduled pick-up or drop-off, that party shall notify the other party as soon as possible so that appropriate alternative arrangements can be made.

14. The party exercising parent-time is responsible for transporting the minor child to and from school, church, and extra-curricular activities.

15. **RELOCATION.** In the event either party relocates 150 miles or more from the other's residence, the relocating party shall provide notice in compliance with Utah Code 81-9-209.

16. **DECISION MAKING.** Each party has the right to make day-to-day decisions concerning the minor child while the child is in the care of that party. Each party has the right to make emergency decisions regarding the minor child's health or safety while the child is in the care of that party. The party making an emergency decision shall notify the other party as soon as possible.

17. For all other major decisions affecting the minor child, including matters related to physical and mental health; medical, dental, and mental treatment and therapy; education; religious participation; and general welfare; the parties shall discuss and make good faith efforts

to cooperate and reach joint decisions in the child's best interests.

18. To facilitate joint decision-making, the parties shall use the following procedure: identify the issue, discuss reasonable options, consult applicable and available professionals when appropriate, consider the child's expressed preferences when appropriate, and attempt to reach a mutually acceptable decision that serves the best interest of the minor child.

19. If the parties are unable to reach agreement, either party has the right to request mediation and, if mediation is unsuccessful, to seek determination from the Court pursuant to applicable law. Until the dispute is resolved, the existing custody and parent-time arrangements shall remain in effect unless otherwise agreed in writing or ordered by the court.

20. Mother is listed as the primary residence for the minor child.

21. The minor child will remain attending the Merit Preparatory Academy, unless the parties agree otherwise in writing.

22. **COMMUNICATION.** The parties shall communicate directly with each other regarding matters related to the minor child and shall make reasonable efforts to keep each other informed about the minor child's health, education, activities, and general welfare in a timely manner. The parties shall communicate primarily in writing. The child shall not be used as a messenger.

23. The parties shall encourage a positive and beneficial relationship between the minor child and the other parent.

24. The minor child shall have reasonable opportunities to communicate with the other parent during reasonable hours without unnecessary restriction. Neither party shall unreasonably

interfere with the child's communication with the other parent nor monitor the content of such communications.

25. In the event of an emergency involving the child, the party shall communicate to the other party as soon as possible.

26. **ACCESS TO RECORDS**. Each party is listed as a contact for the minor child and shall have access to all educational, medical, dental, mental health, government agency, law enforcement, and other records concerning the minor child.

27. Each party has the right to consult directly with any person or official who provides care, treatment, education, or services to the minor child including school, church, extracurricular, medical, dental, and mental health providers.

--END OF PARENTING PLAN--

28. **COURT-ORDERED DIVORCE COURSES**. Each party shall comply with any parent education or orientation courses required by Utah law.

29. **PARTIES' INCOMES**. Mother currently teaches voice lessons. The parties agree Mother is imputed at a gross monthly income of \$4,475.

30. Father's gross monthly income for child support purposes is \$8,460.

31. **CHILD SUPPORT**. Based on an equal parent time arrangement, Father's child support obligation is set in the amount of \$200 per month, pursuant to Utah Code 81-6-101 et seq., beginning July 1, 2026.

32. Termination of Child Support. Unless the Court orders otherwise, support for a child terminates at the time (1) he or she becomes eighteen (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) he or she dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Annotated 78A-6-801.

33. HEALTH AND DENTAL INSURANCE. If available at a reasonable cost through employment, one or both parties shall maintain health, dental and optical insurance for the minor child. If both parties have access to insurance, the parties shall select the plan that provides the best coverage at a reasonable cost. In the event each party provides insurance for the child, Father's insurance is listed as the primary insurance and Mother's insurance is listed as the secondary insurance. Father shall pay the full cost of the child's medical insurance premium.

34. The party maintaining insurance shall provide the other party with proof of coverage upon enrolment and upon any change in carrier, benefits, or premium. Pursuant to Section 81-6-208 of the Utah Code, each party shall pay one-half of all reasonable and necessary uninsured medical, dental, orthodontia, optical, counseling, and prescription expenses as well as deductibles and copayments incurred for the minor child.

35. The party who incurs medical and/or dental expenses on behalf of the minor child shall provide written verification of the cost and payment of medical and/or dental expenses to the other party within thirty (30) days of payment. Once notified of his or her portion of the medical

and/or dental expenses that have been incurred on behalf of the minor child, the receiving party shall remit payment within thirty (30) days of receipt of the verification.

36. In addition to any other sanctions provided by the Court, either party incurring medical and/or dental expenses may 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 the above paragraphs.

37. COST OF ACTIVITIES. The parties shall equally share the expenses associated with the minor child's extracurricular activities that are agreed upon in writing.

38. TAX EXEMPTION. Mother is entitled to claim the minor child as a dependency exemption in odd-numbered years and Father is entitled to claim the minor child as a tax exemption in even-numbered years.

39. The party claiming the child must be current on child support obligations or other reimbursements as of December 31 of the applicable tax year. If either Father or Mother is not current on his or her child support or other reimbursement as of December 31st of the applicable tax year he/she is awarded, the other party is entitled to the exemption.

40. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the child when he or she is entitled to the exemption.

41. ALIMONY. Father shall pay spousal support directly to Mother twice a month with one-half (1/2) of the payment being made by the 5th of each month and the other half of the monthly payment being made by the 20th of each month. Father shall pay Mother \$800 per month in alimony, beginning July 1, 2026, and shall continue for a period of 13 years.

42. Father's obligation to provide spousal support to Mother shall automatically terminate upon Mother's remarriage, or cohabitation with another person, the death of either party, or at such time as otherwise ordered by the Court.

43. **CONDUCT AND COMMUNICATION.** Both parties shall refrain from making derogatory or disparaging remarks about the other parent in the presence or hearing of the minor child. Neither party shall encourage or permit third parties to make such remarks in the child's presence. Disparaging remarks are those reasonably likely to undermine the child's relationship with the other parent.

44. Each party shall support the minor child's relationship with the other parent and shall not engage in conduct intended to alienate the child from the other parent. The parties shall co-parent in a manner consistent with the child's best interests.

45. Neither party shall discuss legal matters, financial disputes, parental conflicts, or relationship issues between the parties with or in the presence of the minor child. Neither party shall question, interrogate, or otherwise pressure the child regarding the other parent's conduct or household.

46. Neither party shall harass or engage in unreasonable or excessive contact with the other party, including during the other party's parent-time, except as reasonably necessary for matters involving the minor child.

47. Neither party shall use the other party's name, likeness, or personal identifying information for financial, commercial, or deceptive purposes without written consent.

48. Father will notify Mother when he intends to come to the residence before July 1, 2026.

49. **DEBTS**. The parties represent that, to the best of their knowledge, there are no outstanding debts other than those associated with assets specifically addressed and awarded herein.

50. Each party is solely responsible for, and shall indemnify and hold the other harmless from, any debts incurred in his or her own name after the filing of the Petition for Divorce, including any joint debt incurred unilaterally without the written consent of the other party.

51. Each party shall assume, and hold the other harmless from, liability on his or her own debts individually incurred

52. **PERSONAL PROPERTY**. During the course of the marriage, the parties acquired personal property. Said personal property is divided as the parties agree.

53. In the event the parties cannot agree on the remaining items they shall attend mediation prior to bringing the matter before the court. Mediation shall occur within 12 months after the Decree of Divorce or the property issues are deemed waived.

54. **ANIMALS**. Mother is awarded ownership and responsibility for the following three cats: Cora, Annabelle, and Butter. Father is awarded ownership and responsibility for the following three cats: Rudy, Taco, and Heath.

55. Each party is solely responsible for the daily care, supervision, routine veterinary care, emergency veterinary care, and all expenses associated with the animals awarded to that party.

56. If either party is unable to provide for an animal they shall notify the other party and provide that party with the opportunity to care for the animal prior to returning the animal to the original rescue center. Any assumption of ownership is prospective only and shall not obligate the receiving party for prior expenses.

57. **AUTOMOBILES**. During the course of the marriage, the parties acquired vehicles. The parties are awarded the following vehicles and any associated financial obligation:

Vehicle	Awarded To
2004 GMC Yukon XL	Mother
2015 Nissan Frontier	Father
2014 Ford Focus	Sold to Son (\$10.00)– Nathan Cunningham
2004 Hyundai Elantra	Sold to Son (\$10.00)– Jeremy Cunningham
2000 Camp FTWD	Sell at an agreed upon price and divide proceeds equally between the parties

58. The parties shall cooperate in executing all documents necessary to transfer title and ownership of each vehicle to the respective son within a reasonable time following entry of the Decree. Upon transfer of title, each son shall assume sole responsibility for insurance, registration, maintenance, and all liabilities associated with the vehicle transferred to him, and the parties shall have no further responsibility or liability for such vehicles.

59. **REAL PROPERTY**. During the course of the marriage, the parties acquired real property located at 784 North 350 West, Springville, Utah. Father is awarded all right, title, and interest in and to said real property, subject to the following provisions:

a. The parties shall cooperate with Wells Fargo in conducting the refinance in order for Father to pay Mother her share of the equity. Father shall pay the costs of the refinance. The

value of the home is determined based upon the bank's appraisal conducted during the refinance. Upon receipt of the appraisal, the equity is determined by taking the value based on the appraisal and then subtracting the outstanding mortgage at the time of the appraisal. Mother is given \$40,000 and then the remaining share is divided equally. The \$40,000 is awarded to Mother as a property settlement attributable to spousal support.

b. Once Mother has received her payout from the equity, she shall sign the Quitclaim deed transferring her ownership to Father. Mother shall vacate the residence and all of her property on or before June 30, 2026. Any property left at the home is considered abandoned by Mother. In the event Mother has not received her equity payment by June 1, 2026, Father shall pay Mother \$10,000 as an installment, to be later reimbursed from Mother's equity, in order to allow Mother to move out of the residence with more funds available.

c. Father shall remain paying the mortgage, utilities, and car insurance through June 30, 2026.

60. If Father does not pay Mother's share of the equity and remove Mother from liability within six months of the entry of the Decree, the property is listed for sale. The parties shall list the home with a mutually agreed upon agent. If the parties cannot agree on an agent, Mother shall provide Father with 3 names and Father shall select an agent from the three names provided. Net proceeds from the sale, after payment of liens, customary costs of sale, and closing expenses, is divided equally between the parties.

61. In the event the parties sell the home, the parties shall abide by the recommendations of the realtor in making improvements, modifications to the home, reducing the sales price, etc.

Any necessary improvements, that are mutually agreed upon in writing, is paid by Father upfront and reimbursed with the proceeds from the sale of the home.

62. BANK ACCOUNTS. During the course of the marriage, the parties acquired the following bank accounts which is divided as follows:

Financial Institution (and last 4 of account number)	Approximate Balance	Awarded To
UCCU 3100	\$6,053	50% to Mother 50% to Father
UCCU 3104	\$505	50% to Mother 50% to Father
UCCU 5855	\$16,008	50% to Mother 50% to Father
UCCU 5501	\$22,001	50% to Mother 50% to Father
UCCU 2501		50% to Mother 50% to Father
UCCU Sub accounts		50% to Mother 50% to Father

63. The parties shall divide the accounts on May 1, 2026. Up until then, the parties shall keep the spending to a minimum. Each party shall pay his/her attorney fees in full from the joint account 5501, before May 1, 2026. Once the attorney fees are paid, the parties shall equally divide the accounts.

64. After the accounts are divided, Mother will be awarded the UCCU 5855 and 2501 account. Father will be awarded the remaining UCCU accounts above. Any additional bank

account or financial account, in Mother's and/or Father's name or under her control, that received income earned during the marriage and not otherwise disclosed as of the date of execution of the Settlement Agreement is divided equally, except the Mother is awarded the funds in her Venmo account.

65. Each party represents that they have disclosed all known sources of income and financial accounts as required for purposes of the Settlement Agreement. Any income earned or received by either party during the marriage or prior to entry of the Decree that is later discovered to have not been disclosed or accounted for is subject to allocation, reimbursement, or consideration by the Court for the purposes of property division, child support, or alimony.

66. The parties shall cooperate in good faith to effectuate the equal division of the above accounts within thirty (30) days of execution of the Settlement Agreement.

67. Following division of the accounts, each party shall retain sole ownership and responsibility for any accounts held in their respective names, and shall indemnify and hold harmless the other party from any liability associated therewith.

68. **FINANCIAL ASSETS**. During the course of the marriage, the parties acquired the following financial assets which is split equally between the parties, except that Father is awarded his HSA account.

69. **RETIREMENT ACCOUNTS**. During the course of the marriage, the parties acquired the following retirement accounts which is divided as follows:

Financial Institution (and	Approximate Balance	Awarded To
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last 4 of account number)		
Fidelity - Trucordia	\$259,616.31	50% to Mother 50% to Father

70. The parties shall retain, sharing the cost equally, Rori Hendrix and file a qualified domestic relations order within 120 days after the entry of the Decree. The account is valued as of the date of execution of the Settlement Agreement, together with any gains or losses attributable to each party's share from that date until the date of distribution. Each party is responsible for any taxes, penalties, or fees associated with the retirement funds received by that party pursuant to the QDRO.

71. **TAX RETURNS.** The parties shall file jointly for federal and state income tax returns for the 2025 calendar year.

72. Each party is solely responsible for any tax liability, penalties, or interest arising from his or her separately filed tax returns, and shall indemnify and hold the other party harmless therefrom.

73. To the extent the parties are legally required to file any joint tax return for a prior tax year, the parties shall cooperate in good faith in the preparation and filing of such return. Any tax liability or refund associated with a jointly filed return is allocated equitably between the parties based upon the income attributable to each party for that tax year, unless otherwise agreed in writing.

74. **MAIDEN NAME.** Mother's name is changed to Lori-ann Joy Campbell.

75. **ATTORNEY FEES.** Each party is required to pay their own attorney's fees of this matter, except as otherwise provided by statute or as may be ordered by the Court upon a showing of bad faith, vexatious conduct, or failure to comply with the Settlement Agreement or any court order. No party is penalized for consulting or retaining legal counsel or for asserting or contesting claims or defenses in good faith.

76. **EXECUTION OF DOCUMENTS.** Each party is ordered to execute and deliver to the other party any documents necessary to implement the provisions of this Decree of Divorce entered by the court. Such documents shall be executed within ten (10) days of written request, unless a different time period is expressly provided therein.

77. In the event a party fails or refuses to execute any required document, the Court shall retain jurisdiction to enforce this provision and may enter any order necessary to effectuate the intent of the parties, including authorizing execution by the Clerk of the Court or another designated official.

78. **SEVERABILITY.** If any provision in the Settlement Agreement is determined by the Court to be invalid, unenforceable, or contrary to law, such determination shall not affect the validity or enforceability of the remaining provisions. The remaining provisions shall continue in full force and effect. To the extent necessary, the Court may modify any such invalid or unenforceable provision in a manner consistent with the parties' intent and applicable law.

-End of Order. The Court's signature appears at the top of the first page.-

Approved as to form:

/s/ Cherylyn Egner

Cherylyn Egner

Attorney for Respondent

Electronically signed by Camille Mackay

With permission

CERTIFICATE OF TRANSMITTAL

I certify that on this 23rd day of April 2026 I sent a true and correct copy of the foregoing document to the following parties in the following manner:

Cherylyn Egner <i>Attorney for Respondent</i> cegner@melawpllc.com	<input type="checkbox"/> U.S. First Class Mail <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Efiling <input type="checkbox"/> To be personally served
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/s/ Camille E. Mackay

CAMILLE E. MACKAY

Attorney for Petitioner