

The Order of the Court is stated below:

Dated: April 20, 2026
03:28:36 PM

/s/ JAMES BLANCH
District Court Judge



James C. Lewis (1943)
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Attorneys for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE
OF:

KATIE MCBRIDE SMITH,

Petitioner,

and

CHRISTOPHER BRADLEY SMITH,

Respondent.

DECREE OF DIVORCE

Civil No. 264901414
Judge James Blanch
Commissioner Joanna Sagers

Tier 4

Petitioner Katie McBride Smith ("Petitioner" or "Katie"), having applied for judgment by affidavit in the above-entitled matter, in accordance with Utah R. Civ. P. 104, and it appearing that the Parties had agreed that the default of Respondent Christopher Bradley Smith ("Respondent" or "Chris"), be entered and consented that the Petitioner could take a judgment against him, and his default being entered herein, and the matter being submitted to the Court for its decision, and the Court being fully advised in the premises, and having heretofore filed its Findings of Fact and Conclusions of Law, now ORDERS as follows:

JURISDICTION AND VENUE

1. Jurisdiction. Petitioner and Respondent are bona fide residents of Salt Lake County, State of Utah, on the date this action was filed and for at least three months immediately prior to the filing of this action.
2. The court has jurisdiction of this matter pursuant to, among other authorities, Utah Code Ann. §78A-5-102 (general jurisdiction of district courts).
3. Venue is proper in this District Court under, among other authorities, Utah Code Ann. §81-4-203.

GENERAL ALLEGATIONS

4. Marriage. Petitioner and Respondent are husband and wife, having been married on August 8, 2003, in Salt Lake City, Utah.
5. Separation Date. The Parties separated on or about September 1, 2025.
6. Grounds. During the course of the marriage, the Parties have experienced irreconcilable differences, and Petitioner is hereby awarded a Decree of Divorce from the Respondent, to become final upon signature and entry of this Decree of Divorce (the “Decree”).
7. Public Assistance. The Parties are not currently receiving any public assistance.
8. Simultaneous Proceedings. Pursuant to Utah Code Ann. §78B-13-206, Petitioner and Respondent are not aware of any other proceedings for custody of the below-named minor children filed or pending. Petitioner and Respondent have no knowledge or, and have not been a party to, a witness, or participated in any other capacity or in any other litigation concerning the custody of the minor children in the state of Utah, or in any other state. Petitioner and Respondent do not know of any person not a party to these proceedings who claims to have custody or visitation right with the minor children.

9. Children. There are two children born as issue of this marriage: namely A.S. born April of 2009 (17), and B.C.S. born July of 2012 (13). Petitioner is not pregnant.

10. Uniform Custody Children Jurisdiction and Enforcement Act. Utah is the home state of the minor children pursuant to Utah Code §78B-13-201(1)(a) in that the children have resided in Salt Lake County, State of Utah for at least the past six months.

11. Joint Legal Custody. It being in the minor children's best interest, the Parties shall be awarded joint legal custody. In the event the Parties, after consulting with one another on a material issue, cannot agree, they shall talk with relevant third parties such as the child's medical provider on a medical issue. If they still cannot agree, then Petitioner shall have the final say, with Respondent having the right to take the matter to court.

12. Parenting Plan. Petitioner and Respondent have agreed to adhere to the following parenting plan:

a. Each parent shall make decisions regarding the day-to-day care and control of the children during their parent time. Either parent may make emergency decisions affecting the health or safety of the children but must notify the other parent immediately and let them know all relevant information.

b. The Parties shall consult with one another prior to making any material decision concerning the minor children. They shall use the dispute resolution process as follows:

i. The Parties shall consult with one another and if they cannot agree, shall consult with relevant third parties, such as the medical care provider for a medical decision, and the educator for an education-related issue.

- ii. If, after consulting with one another and with relevant third parties they still cannot agree, then either Party may request mediation, with the Parties sharing equally in the cost, or seek assistance from the court.
- c. Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children, or in the life of either parent, which may inadvertently conflict with the parent-time schedule.
- d. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- e. Both parents shall have access directly to all school reports and medical records.
- f. Each parent may make decisions regarding the day-to-day care and control of the minor children during their parent time.
- g. In the event of an emergency the other parent shall be notified immediately by the other parent by any means that is most expedient to do so, including text and telephone calls.
- h. Each parent shall provide the other with his or her current address and telephone number and email address within 24 hours of any change.
- i. Each parent shall provide the full names of any adults living with them postseparation. The children shall not be introduced to a significant other unless that Party is in a committed relationship with the significant other, and then, written notice of the introduction shall be given to the other parent prior to the significant other being introduced to the children.
- j. Each parent shall permit and encourage reasonable telephone contact, or FaceTime for a reasonable time during reasonable hours.

k. The Parties are permanently restrained from saying and doing anything derogatory against the other Party in the presence of the minor children or doing anything to diminish the love and respect of the children for the parents. The Parties shall seek to prevent third parties from doing what they cannot do and will remove the children from the presence of someone demeaning the other parent.

l. The children will not be used as messengers nor provided with information regarding divorce proceedings or the post-divorce proceedings.

m. Neither Party shall do anything that will make the children feel guilty about loving both parents, and the children will not be pressured to choose sides or cross examined about what is going on in the other parent's home.

n. The children will not be pressured to choose sides between parents and will not be told details of the domestic matter, or any of the litigation proceedings.

o. The Party receiving the children shall provide the transportation. School pick-up and drop-off shall be utilized whenever possible.

p. In the event a Party relocates more than thirty miles from the children's current school, parent time under the current model will be impacted. The Party relocating shall provide sixty days' notice to the other Party before relocating and the Parties will mediate concerning parent time prior to seeking the help of the court.

13. Sole Physical Custody. Petitioner shall be awarded sole physical custody of the minor children, with the Parties sharing parent time as they agree. In the event they cannot agree, then the parties shall follow the minimum parent time schedule pursuant to Utah Code Ann. §81-9-302.

14. Holiday Parent Time. The Parties shall share holidays in accordance with Utah Code Ann. §81-9-302, with Petitioner being custodial parent for purposes of the statute and her residence primary for educational purposes unless the Parties agree otherwise.

Even Years	Odd Years	Holiday and Time
Katie	Chris	Dr. Martin Luther King Jr. Day at 6 p.m. on the Friday before holiday to 7 p.m. on Dr. Martin Luther King Jr. Day.
Chris	Katie	President's Day at 6 p.m. on the Friday before holiday to 7 p.m. on the day before school resumes.
Katie	Chris	Spring Break at 6 p.m. on the day that school dismisses for Spring Break to 7 p.m. on the day before school resumes.
Chris	Katie	Memorial Day at 6 p.m. on the Friday before holiday to 7 p.m. on Memorial Day.
Chris	Katie	Juneteenth at 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Katie	Chris	July 4th at 6 p.m. on July 3 rd to July 5 th at 6 p.m.
Chris	Katie	July 24th at 6 p.m. on July 23 rd to 6 p.m. on July 25 th
Katie	Chris	Labor Day at 6 p.m. on the Friday before holiday to 7 p.m. on Labor Day.
Chris	Katie	Columbus Day at 6 p.m. on the day before Columbus Day to 7 p.m. on Columbus Day.
Chris	Katie	Fall Break at 6 p.m. on the day school is dismissed for Fall Break to 7 p.m. on the day before school resumes.
Chris	Katie	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m. on Halloween.
Katie	Chris	Veteran's Day at 6 p.m. on the day before Veteran's Day to 7 p.m. on Veteran's Day.
Chris	Katie	Thanksgiving at 6 p.m. on the Wednesday before Thanksgiving to 7 p.m. on the day before school resumes.
Katie	Chris	First Half of Christmas Vacation , including Christmas Eve and Christmas Day at 6 p.m. on the day that school dismisses for Winter Break to until December 27 th at 7 p.m.
Chris	Katie	Second Half of Christmas Vacation , beginning December 27 th at 7 p.m. and ending the day before school resumes at 7 p.m.
Katie	Chris	The day before or after child's birthday at 3 p.m. to 9 p.m.
Chris	Katie	Child's actual birthday at 3 p.m. to 9 p.m.
Chris	Chris	Father's Day on the holiday at 9 a.m. to 7 p.m.

Katie	Katie	Mother's Day on the holiday at 9 a.m. to 7 p.m.
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(a) Holiday parent-time shall take precedence over the regular parent-time schedule. After holiday parent-time, the regular schedule and parent-time rotation shall resume as if the holiday parent time had not occurred.

(b) If a holiday falls on a school day, the parent exercising the holiday parent-time shall be responsible for the child's attendance at school for that school day.

(c) If a holiday is contiguous with or falls on a weekend, on a Friday, or on a Monday and the total holiday period extends beyond that time so that the child is free from school and the parent entitled to the holiday is free from work, then that parent shall be entitled to this lengthier holiday period.

15. Child Support. Child support shall commence the first of the month following the execution of the Stipulation and Settlement Agreement (the "Stipulation"). Child support shall be calculated on a sole custody worksheet, with Petitioner's gross monthly income of \$3,390 and Respondent's gross monthly income of \$11,588 for a support amount of \$1,668 per month. Pursuant to Utah Code Ann. §26B-9-303, automatic incoming withholding of Respondent's child support obligation shall be implemented through the Office of Recovery Services ("ORS"). Respondent shall pay for all fees charged and/or associated with the collection of his child support payments through ORS. Child support shall continue until a child reaches eighteen or graduates from high school with his or her normally expected class (whichever is the last to occur), or the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated within the meaning of Utah Code.

16. Adjustment. Child support shall automatically adjust based on the sole custody worksheet when each child reaches the age of 18, graduates from high school with the child's normal and expected year of graduation, whichever occurs later, or when the child dies, marries, becomes a member of the armed forces of the United States or is emancipated in accordance with Utah Code Ann. §78A-6-801 et seq.

17. Alimony. The Petitioner is in need of support and the Respondent has the ability to provide support. Therefore, the Respondent shall be ordered to pay alimony to the Petitioner in the amount of \$1,000 per month for a period of fifteen (15) years. Alimony shall commence the first of the month following the execution of the Stipulation. Alimony shall terminate earlier upon remarriage, cohabitation, or death of Petitioner. Automatic incoming withholding of Respondent's alimony obligation shall be implemented through ORS.

18. Health and Medical Expenses. Petitioner and Respondent shall share equally in all reasonable and necessary medical and dental expenses for the minor children including premiums, co-pays, surgery, orthodontic care, mental health and physical therapy, and eye care.

a. The Parties shall share equally in premiums related to the minor children. Petitioner's 50% of the insurance premium shall be deducted from Respondent's child support obligation. Respondent is currently providing health insurance coverage for the children and his insurance shall continue to be primary in the event there is double coverage.

b. The Parties shall share equally all reasonable and necessary uninsured and out-of-pocket medical and dental expenses for the minor children as set forth above.

c. Either parent who incurs out-of-pocket medical expenses for the Parties' minor children shall provide written verification of the cost of such medical expenses to the other

parent within thirty (30) days, with the other parent paying their half of the payment or reimbursing the paying parent if already paid in full, within thirty (30) days of receiving the verification.

d. In addition to any other sanctions provided by the Court, either parent incurring 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 the parent knowingly and willingly fails to comply with subparagraph (c), as applicable.

19. Health Savings Account. Respondent has a ThrivePass Health Savings Account, Account No. *5192 (the "HSA Account"), with a balance of over \$13,500. Out-of-pocket medical expenses for the minor children shall be covered with the HSA Account until a total of \$10,000 (the "HSA Amount") has been exhausted. Petitioner shall be allowed access to the HSA Accounts to cover such out-of-pocket medical expenses until the HSA Amount has been exhausted. After that time, Petitioner and Respondent shall each pay one-half of out-of-pocket medical expenses for the minor children.

20. Life Insurance. As long as Respondent has a support obligation to Petitioner, Respondent shall be required to maintain and pay for life insurance on his own life, with Petitioner named as the sole beneficiary in an amount of no less than \$50,000. Respondent shall provide yearly documentation to Petitioner by January 2 of each year or within ten (10) days of Petitioner's written request for documentation indicating the life insurance policy is in full force and effect, naming Petitioner as the sole beneficiary of this life insurance policy.

As long as one of the children are minors, Petitioner shall maintain and pay for life insurance on her own life, with Respondent named as the sole beneficiary, in order to support the

minor children in the event of her untimely death, in an amount of no less than \$50,000.

Petitioner shall provide yearly documentation to Respondent by January 2 of each year or within ten (10) days of Respondent's written request for documentation indicating the life insurance policy is in full force and effect, naming Respondent as the sole beneficiary of this life insurance policy.

Should the other parent receive the life insurance proceeds described herein upon the other parent's untimely death, those life insurance proceeds shall be used for the benefit and support of the parties' minor children.

Should either parent re-marry and choose to add his or her new spouse as a beneficiary to their life insurance policy, the parties' will ensure the other parent will continue to be named on the life insurance policy in an amount equivalent to the amount of support that is owing at the time of the beneficiary change for the term of the support owed.

21. Extra-curricular Activities. The Parties shall share equally in the costs of any mutually agreed upon, in writing, extracurricular activities for the minor children.

22. Divorce Education Class. Each Party has attended and completed the two-hour course entitled "Divorce Education for Parents" as required by law, and submitted proof of completion to both the court and each other's counsel, as applicable.

23. Separate Property. Each Party shall be awarded the personal property and funds he or she brought into their putative marriage and his/her separate property and funds acquired during the putative marriage, except as provided below.

24. Real Property. During the putative marriage, the Parties acquired the real property located at 4746 West Summit Valley Drive, West Jordan, Utah 84088 (the "Marital Home"). Petitioner

shall be awarded sole use and possession of the Marital Home. Petitioner shall be responsible for the mortgage obligation with Granite Credit Union (including taxes and insurance on the Marital Home held in escrow and paid through the mortgage obligation). Petitioner shall be responsible to pay the utilities on the Marital Home. If there are repairs needed to be done on the Marital Home, each Party shall pay for one-half of all repairs. Petitioner shall have the exclusive use and possession of the Marital Home until one of the following occurs: (a) the later of the youngest child graduates high school with his normally expected class or turns eighteen; (b) Petitioner ceases to use the Marital Home as her primary residence; or (c) Petitioner's remarriage. If one of the above occurs, the Parties shall list the Marital Home for sale by a mutually agreed upon real estate agent. The Parties shall follow the advice and recommendations of the real estate agent in setting the listing price, considering offers, and making adjustments to the listing price. Petitioner may continue residing in the Marital Home while it is listed for sale and will pay the monthly mortgage payments and all other debt associated with the Marital Home until such time as the Marital Home sells. Petitioner shall cooperate in making the Marital Home available for showings and maintaining the Marital Home in good showing condition.

When the Marital Home sells, the proceeds of the sale shall be applied as follows: (a) First, to pay expenses of sale; (b) Second, to retire the mortgage or any other encumbrances on the Marital Home; and (c) Third, the balance remaining thereafter to be divided equally between the Parties. Alternatively, if the youngest child graduates high school with his normally expected class and/or turns eighteen (whichever occurs later), Petitioner may elect to refinance the Marital Home and pay Respondent one-half of the equity based on an appraisal of the Marital Home.

25. Personal Property/Household Furnishings. During the putative marriage, the Parties acquired certain items of personal property and household furnishings, including a Pearl River Piano. To the extent practicable the Parties have equitably divided as of the date of the Stipulation their personal property and household furnishings. The Parties agree to equitably divide any remaining personal property and household furnishings. Within sixty (60) days of signing the Stipulation, the Parties shall meet and exercise their best efforts in equitably dividing up any personal property acquired during the marriage not previously divided between the Parties; provided, however, that the personal property now present at the Marital Home may remain there until the sale or refinance of the Marital Home, unless and until Petitioner asks for any personal property of Respondent's to be removed, or informs Respondent of her intention to remove or dispose of personal property, in which case Respondent shall promptly either consent to the removal or disposal of such personal property, or notify Petitioner of his desire to take possession of such personal property. To the extent deemed necessary by either Party, any such division of personal property shall be in writing. At such time as the personal property is divided pursuant to this paragraph, each Party shall be awarded the personal property and household furnishings in his/her possession, as his/her sole and separate property, with no claim by the other Party. Such division shall be final.

26. Inheritance/Premarital Property. Each Party shall be awarded all of his/her inheritance and separate premarital property, free and clear of any claim by the other Party.

27. Vehicles. Petitioner shall retain all of her right, title and interest in the following owned vehicle: 2012 Honda Pilot. To the extent necessary, Respondent shall transfer all of his right, title

and interest in said automobile, if any, to Petitioner. There is no loan obligation on the Honda Pilot.

Respondent was recently in an automobile accident that involved the 2017 Honda Civic T-4D (the “Honda”), which was purchased by the Parties during the marriage. The Honda was totaled and the Parties received \$13,879.86 from the insurance company (the “Proceeds”). Respondent used the Proceeds to purchase a 2021 Subaru Forrester (the “Subaru”). The Subaru is a debt obligation solely held by Respondent and is not a marital asset or obligation.

Each Party shall be solely responsible for the expense, upkeep and maintenance, including insurance as to each vehicle he/she shall receive, and each shall indemnify and hold the other harmless as to any claim, demand or cause of action arising out of the use or possession of such vehicle; provided, however, that Respondent shall maintain and pay for insurance on the vehicles from funds contributed to the Granite Credit Union Account No. *2405-1 until the Decree is entered.

28. Bank Accounts, Stocks, Bonds, Investments, Life Insurance and Retirement Plans. The Parties shall divide all bank accounts and other financial accounts as provided below:

(a) Petitioner shall retain any account in her name as her sole and exclusive property, including Zions Bank Account No. *6107, Zions Bank Account No. *9000, Zions Bank Account No. *4429 and Granite Credit Union *2177.

(b) Respondent shall retain any account in his name as his sole and exclusive property, including Granite Credit Union Account No. *2405-1, 2405-9, and 2405-91, but will be subject to any obligations or payments to Petitioner which are either set forth in the Stipulation, later agreed to between the Parties or which are ordered by the Court.

(c) The Parties have acquired interests in pension and retirement plans. Each Party hereby waives and relinquishes any right he/she may have in the other's retirement plan, pension plan, 401(k) plan, individual retirement account, defined contribution or benefit plan, and/or another employer-sponsored plan. Such pension and retirement plans shall include, but not be limited to:

- i. Empower 401(k) *5601 – Petitioner;
- ii. PacifiCorp Pension – Petitioner;
- iii. Fidelity Entrata, Inc. 401(k) *6012 – Respondent;
- iv. Fidelity Rollover IRA Fidelity *0205 – Respondent; and
- v. Fidelity Roth IRA *2962 – Respondent.

(d) Accounts held in the names of the minor children, including 529 Plans or Young Savers accounts shall remain under the control of the Party who opened and controls such account(s).

29. Marital Debt. The Parties have no joint or marital debt, except for the mortgage obligation on the Marital Home. Each Party shall be solely responsible for any and all debt incurred in his/her name, and shall indemnify and hold the other Party harmless thereon.

30. Credit Cards. The Parties have opened certain credit cards during the marriage. Petitioner is the primary cardholder on the following accounts and shall remove Respondent as a secondary cardholder: Target *5610 and Capital One *5366. Respondent is the primary cardholder on the following accounts and shall remove Petitioner as a secondary cardholder (or close them immediately):

- i. Chevron *7983;
- ii. Sam's Club *6700;
- iii. JCPenney *9542;
- iv. Old Navy Barclays;
- v. Frontier Barclays *4891;
- vi. JP Morgan Chase; and
- vii. American Express *2007.

31. Post Separation Debt. Except as set forth above, each Party shall assume and pay his/her individual post-separation debts and obligations and shall hold the other Party harmless therefrom.

32. Later Discovered Debt. If other joint debts are later discovered not divided between the Parties herein, the person incurring the debt shall be solely responsible for payment thereof and shall hold the other Party harmless therefrom. In addition, the Party incurring the debt shall inform the creditor of his/her responsibility to pay the joint debt and keep the creditor informed of the Parties' current addresses for purposes of notification.

33. Federal and State Income Taxes. The Parties shall file joint federal and state tax returns for the 2025 tax year and share equally in any tax refund (or obligation). The Parties shall file separate federal and state tax returns for the 2026 tax year and thereafter, and shall indemnify and hold harmless the other from all taxes and other liabilities associated with his/her respective income.

34. Tax Exemptions. Beginning in the 2026 tax year, the Parties shall share equally in the tax benefits relating to the minor children, with Petitioner claiming A.S. and Respondent claiming B.C.S. At such time as the Parties can no longer claim both children, the Parties shall alternate years, with Petitioner claiming first and Respondent claiming next.

35. Maiden Name. Petitioner shall be restored to her maiden name of "McBride" upon entry of the Decree of Divorce, if she so desires.

36. Consents and Conveyances. Each Party shall sign such consents, conveyances, and other documents as reasonably requested by the other Party to facilitate any portion of the Decree. Each Party shall cooperate with the other, through counsel or otherwise, to ensure that the terms

set forth in the Decree are carried out in every detail as expeditiously as is practicable under the circumstances. If either Party fails to comply with the provisions of the Decree, the Decree shall constitute an actual grant, assignment and conveyance of property and rights in such a manner and with such force and effect as shall be necessary to effectuate the terms hereof and at the will of the non-disobedient party, he or she may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the necessary documents 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.

37. Attorney's Fees. Each Party shall be responsible for one-half of any attorney fees and litigation costs incurred herein through the entry of the Decree, which shall include the cost of preparation of the Stipulation and related documents contemplated by the Stipulation.

38. Notification to Creditors. Each Party shall be ordered to notify their creditors in writing concerning the Court's order regarding the payment of debt. Pursuant to Utah Code Ann. §15-4-6.5(3)(b), either Party may provide notice to any of the Parties' creditors following entry of the Decree herein, which notice shall indicate which Party has assumed and is liable for the debt(s) owed to that creditor and providing that creditor with that Party's address. Thereafter, the rights of the Parties and the creditor(s) shall be governed by Utah Code Ann. §15-4-6.5(3).

39. Execution of Documents. The Parties agree to execute all documents as may be necessary to implement, accomplish, and carry out and complete all of the provisions and/or paragraphs contained herein or in the Decree of Divorce.

End of Decree of Divorce

The electronic signature of the Court and the date of entry are affixed to the first page.