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*Attorney for Petitioner*

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

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In the Matter of the Marriage of:

CHAD CUPP,

*Petitioner,*

and

HELEN SMITH,

*Respondent.*

**DECREE OF DIVORCE**

Civil No: 254901962

Judge: Richard Daynes

Commissioner: Renee Blocher

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This matter came before the Court on Petitioner's Petition for Divorce in accordance with applicable Utah law. The Petitioner ("Father") and Respondent ("Mother") reached a settlement

agreement which was filed with the Court on April 20, 2026. The Court, having reviewed the pleadings and documents filed with the Court, and having entered its Findings of Fact and Conclusions of Law, for good cause appearing:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. **Residency:** Mother has been an actual and bona fide resident of Salt Lake 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 March 27, 2017, in Salt Lake County, 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 is granted, pursuant to *U.C.A. § 81-4-405(1)(h)*.

**JURISDICTION OVER CHILDREN**

4. **Child:** There are two (2) children of issue in this marriage, namely:
  - a. E.C., born September 2017.
  - b. A.C., born January 2021.
5. For the following reasons, the State of Utah has jurisdiction over the custody, support, and other issues related to the children in this action:
6. **Home State:** The children have resided in Salt Lake 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.

7. **Rule 100 Notice:** Father not aware of any current case in which a party or the party's child is a party to or the subject of a petition or order involving child support, parent-time, or child custody, including minor guardianship, adoption, or any similar child custody case.

8. Father is not aware of any other currently filed 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' child is involved.

9. Father is not aware of any person who is not a party to these proceedings who has physical custody of the children or who claims to have custody or parent-time rights with respect to the minor children.

### **CHILD CUSTODY**

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

11. **Physical Custody:** It is in the minor child's best interest that the parties share equal physical custody of the minor children. The parent-time schedule will be as the parents are able to agree, with the parents working together to accommodate each other's needs and schedules. In the event the parties do not agree, they will follow a week-on/week-off parent-time schedule.

12. The parties will exchange Sunday evening at 6:00 p.m. and the receiving parent will be responsible to pick the children up from the other parent's residence. The receiving parent must notify as soon as possible if there is any delay.

13. During assigned parent-time, the parent is responsible for the children's needs. This includes grooming, hygiene, and making sure the children are ready for school. If a child is

sick and needs to stay home from school, the parent assigned this time will be responsible to care for the child.

14. **Holidays and Extended Time:** Holidays parent-time will be pursuant to *U.C.A. § 81-9-302*, with Mother designated as the custodial parent only for the purpose of interpreting that statute. Those code provisions will be incorporated into the Decree of Divorce as fully binding on the parties. Father will make the earlier designation in even numbered year. Mother will make the earlier designation in odd numbered years.

15. **Parenting Plan:** The parties acknowledge their parenting relationship will continue for many years and it is in the best interests of the child to have a meaningful and quality relationship with both parents. In furtherance of that goal, the Court incorporates the following as a binding and enforceable parenting plan:

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

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

c. Special consideration will 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 understands the importance of exercising parent-time responsibly and consistently. Each must use his or her best efforts to ensure that such

parent-time occurs as smoothly as possible. Each party must call the other if he or she is delayed for any reason.

e. Regular school hours must not be interrupted for a school-age child for the exercise of parent-time.

f. The parties must 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.

g. Neither parent-time nor child support may be withheld due to either parent's failure to comply with a court ordered parent-time schedule.

h. The parties must 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 are entitled to attend and participate fully.

i. Each parent must provide the other with his or her current address and telephone number at the time of the divorce and within 24 hours of any change.

j. Both parents must have access directly to all medical, education, and religious records, and must notify the other party immediately in the event of a medical emergency.

k. The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals.

l. Each parent must permit and encourage, during reasonable hours, reasonable and uncensored email, telephone, and virtual communications with the children while the children are in his or her care.

m. Parental care is presumed to be better care for the children than surrogate care and the parties will cooperate in allowing the other parent, if willing and able to transport the children, to provide child care if they are personally unavailable to exercise their parent-time for a period of six hours or more.

o. Each party must provide all surrogate care providers with the name, current address, and telephone number of the other parent and provide the other parent with the name, current address, and telephone number of all surrogate care providers.

p. The parties will not have romantic or unrelated adult guests spend the night while the children are present unless they are married. The parties will not introduce the minor children to any romantic partners until they have been in a romantic relationship for at least 3 months.

q. The residence located at 765 W Revere Ridge Dr H9, Bluffdale, UT 84065 will currently be designated as the children's residence for school purposes. If the parties move to a different residence and need to choose a new school boundary, they must follow the decision making and dispute resolution process herein.

16. **Decision Making:** The parent exercising physical custody at the time will have the primary authority to make routine decisions regarding the child's day-to-day activities.

17. Emergency decisions affecting the health or safety of the child will be made by the parent who is with the child at the time, and that parent must provide notice to the other parent as soon as practical.

18. Any parental rights or duties not specifically addressed in the final Decree must be discussed and mutually decided by both parties.

19. Each party must work to develop a working relationship as co-parents. The parties must consult with the other before making major decisions related to the children, including, medical or health care, and religious upbringing of the child. The parties must communicate in good faith in an effort to reach a shared decision, and each parent must give consideration to the viewpoints of the other parent and preserving the historical status quo for the children.

20. The parties will do their best to agree on a solution that meets the best interest of the child. If they reach an impasse, the parties will attend mediation. If no agreement can be reached at mediation, the parties will seek judicial review based on the children's best interests. Neither parent will have final decision making authority over the other.

21. **Dispute Resolution:** No dispute related to parental decision making or the parenting plan may be presented to the Court without a good faith attempt by both parents to resolve the issue through counseling or mediation. The parties will equally share the cost of any counselor or mediation to resolve a parenting dispute. If the Court finds that a parent has used or frustrated the dispute resolution process without good reason, the Court may award attorney's fees and financial sanctions to the prevailing parent.

22. **Phone Communication:** Each party is entitled to and responsible for reasonable unmonitored and uncensored telephone communication and virtual contact with the children

when the child is in the custody of the other party. The minor children are permitted to initiate contact with the other parent at any time upon request.

23.     **Exchanges and Transportation:** The parent receiving the children for parent-time is responsible to pick them up at the home of the other parent and each party is responsible for the cost of transportation they provide.

24.     **Restraints:** Each party is permanently restrained from discussing adult issues with the children, including finances, the status of this divorce case, or parent time issues, etc. The parties must not put the child in the middle. They must refrain from communicating with the other parent through the children.

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

26.     Both parties are restrained from exposing the children to adult content, material harmful to minors, or other content that would be inappropriate for the child depending on their age. The parties recognize that given the special needs of the children, their age is defined as their emotional and developmental age, not their biological age, for purposes of this section.

27.     Communication regarding the children must be directly between the parents and must not involve third parties.

28.     The parties must not use illegal drugs in the presence of the children. Both parties will control third parties in the presence of the child and prohibit them from drug use in the presence of the children. The parties must remove the child from the presence of any third party who is using drugs, intoxicated on any substance.



29. The parties must not operate any vehicle in which the child is a passenger if they are intoxicated, impaired by any substance, or have consumed any alcohol or unprescribed medication. If either party is arrested or charged with driving under the influence, the offending party must notify the other parent within 24 hours.

30. **Travel with the Children:** If either of the parties is going to travel overnight with the child, he or she must provide the other party with the following, prior to the intended travel:

- a. Itinerary of travel dates;
- b. Destination;
- c. Places where the minor children or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the minor children's location

31. **Relocation:** If either party moves 25 miles or more from the child's current residence, the moving party is required to provide sixty-day notice of the intended relocation to the other party, pursuant to *U.C.A. § 81-9-209*. If the parties cannot agree on a new parent-time arrangement, either party may request court review consistent with *U.C.A. § 81-9-209*.

### **CHILD SUPPORT**

32. The parties currently are receiving assistance through Medicaid.

33. Both parties are capable of earning gross monthly income in the amount of \$2,000 per month. Both parties agree to be imputed at this amount.

34. Since the parties have equal incomes and equal custody, the potential child support amount is negligible and less than \$10. The parties agree that no child support is awarded. This is consistent with the Utah Child Support Guidelines.

35. The parties are notified of the provisions for income withholding as a means of collecting child support, in accordance with Title 26B, Chapter 9, Part 3, Income Withholding in IV-D Cases, and Title 26B, Chapter 9, Part 4, Income Withholding in Non IV-D Cases.

36. The parties may adjust a child support order as described in *U.C.A.* § 81-6-212 if there is a substantial change in circumstances.

37. **Health Insurance:** In accordance with *U.C.A.* § 81-6-208, the court orders that insurance for the medical expenses of the minor child be provided by a parent. Both parents are responsible to provide medical insurance for the minor children for as long as it is available at a reasonable cost.

38. If both parents carry medical insurance for the child, each party will pay their own premiums, with no right of reimbursement. Each of the parents is required to pay one-half of the out-of-pocket costs of the medical and dental insurance premium actually paid by a parent for the child's portion of the medical and dental insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child will be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in this case who are covered by such policy. This amount may be added or deducted from child support by the payor.

39. While a dependent child is covered by the medical insurance plans of both parents, the insurance plan of Mother will be primary coverage for the dependent child and the insurance plan of Father will be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's medical insurance plan but is covered by a step-parent's plan, the insurance plan of the step-parent will be treated as if it

is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child. Both parties will provide verification of coverage upon initial enrollment of the dependent child, and thereafter, on or before January 2nd of each calendar year. The parties are required to provide notice of any change of insurance carrier, premium, or benefits within thirty calendar days of the change.

40. Each parent must give the other parent a duplicate insurance card to present to medical providers for care.

41. The parties must share equally all reasonable and necessary uninsured and unreimbursed medical, vision, dental, orthodontia, eye care, counseling, prescriptions, expenses incurred for the minor child, including but not limited to deductibles and copayments.

42. A parent who incurs this expense on behalf of the parties' minor child must provide written verification of the cost and payment of medical and dental expenses to the other parent with thirty (30) days of payment for such expense. Pursuant to *U.C.A. § 81-6-208*, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

43. **Division of Accounts:** Pursuant to *U.C.A. §15-4-6.7*, the parties will elect that a medical/dental, childcare or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders services or issues a bill of expenses related to the child.

44. **Child Care:** The parties will share equally any reasonable work-related child care expenses actually incurred, pursuant to *U.C.A. § 81-6-209*.

45. A parent who incurs child care expenses must provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

46. The other parent will begin paying their share on a monthly basis immediately upon receiving proof of the cost and identity of a child care provider.

47. The parent must notify the other parent of any change of child care provider or the monthly expense of child care within 30 days of the date of any change.

48. A provider who receives a copy of the order before issuing a bill for a school fee or daycare cost, shall, upon request from either parent, separately bill each parent for the share of the school or daycare fee that the parent is required to pay under the order. If both parents need work-related weekday childcare, the parties will first attempt to cooperate to use the same childcare provider.

49. **Extracurricular Activities:** The parties will share equally any costs incurred for the child's participation in any extracurricular activities that the parties mutually agree to in writing. The party incurring the extracurricular activity out-of-pocket costs will submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. The parties must not sign the children up for extracurricular activities that conflict with the parent-time of the other party without prior consent from the other party.

50. **School Fees:** Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, school lunches, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition or undergraduate tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

51. **Spousal Support:** Both parties are employed full-time, or capable of working full-time based on their education, skills, and past work experience. Each party is capable of supporting themselves, and neither has a need for support. Accordingly, no spousal support is awarded.

52. **Federal and State Tax Dependency:** The parties will alternate claiming the children for purposes of state and federal tax dependency purposes each year. While there are two children, each party will claim one child, with Mother claiming the E.C. and Father claiming A.C. each year. When there is only one child remaining, the parties will alternate each year with Father receiving odd-numbered years and Mother receiving even-numbered years.

### **PROPERTY**

53. **Real Property:** The parties obtained no real property during the marriage.

54. **Marital Residence:** The parties are currently renting an apartment located at 765 W Revere Ridge Dr H9, Bluffdale, UT 84065. Mother is permitted to remain in the property and

be solely responsible for any related costs, rent, or expenses. Mother must remove Father's name from the rental agreement.

55. **Vehicles:** The parties have already separated vehicles. A party awarded a vehicle is solely responsible for any associated debt or obligation. A party who is awarded a vehicle must remove the other party from any vehicle title and debt awarded.

56. **Personal Property:** The parties acquired various items of personal property during the course of the marriage. If there is a property dispute, the parties agree to attend mediation to resolve the issue.

57. The parties' minor children are permitted to take any of their own property to whichever house they wish.

58. **Bank Accounts:** The bank accounts have already been divided. Each party is awarded any account in the party's own name. There are no joint accounts.

59. **Business Interests:** There are no business interests.

60. **Financial Interests:** There are no additional financial interests.

61. **Retirement Accounts:** There are no retirement accounts.

62. **Debts:** The parties are responsible for debts in their own name. Each party is awarded his or her own student loans.

63. There are no joint debts.

64. Both parties are required to indemnify and hold the other party harmless from any loss or liability related to any debt for which they are responsible under the final Decree of Divorce.

65. **Attorney's Fees and Costs:** Each party is responsible for their own attorney fees and costs.

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

67. The parties are permanently restrained from defaming, slandering, or making false public statements about the character or reputation of the other party.

68. Neither party shall allow third parties to do what they themselves are prohibited from doing and shall use their best efforts to prevent third parties from committing such violations.

69. The parties must keep their communication civil and respectful at all times.

70. Except for emergencies involving the health of the minor children, the parties will limit their communication to written means, such as texting, email or agreed upon coparenting applications. Parties will respond promptly to communications, waiting no longer than 48 hours to reply.

71. Both parties are restrained from using the likeness, identity, or information of the other to access or create accounts.

72. Each party is ordered to execute and deliver to the other such documents as are required to implement the provision of the decree of divorce entered in this case by the Court. Should a party fail to execute a document within 60 days of entry of a 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.

73. 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. § 81-3-105* and *U.C.A. § 15-4-6.5* and to effectuate compliance with these statutes.

-----End of Document-----

SIGNATURE OF COURT IN UPPER RIGHT CORNER

**Approved as to form:**

/s/ Helen Smith

HELEN SMITH

*Respondent (signed by counsel for Petitioner with permission received by email on April 22, 2026)*

### NOTICE TO ALL PARTIES

Pursuant to Utah Rules of Civil Procedure, Rule 7(j), you have seven days after service of this Order on you to file your Notice of Objection. If no Notice of Objection is filed within seven days, the foregoing order will be presented to the Court for signature.

DATE: Thursday, April 20, 2026      /s/ Cory Hundley  
Attorney for Petitioner



**CERTIFICATE OF SERVICE**

I hereby certify that on the 20<sup>th</sup> day of April, 2026, I served a copy of the foregoing proposed  
**DECREE OF DIVORCE** with the following by:

Email:

Helen Smith

hmssirena@gmail.com

*Respondent*

Signature: /s/ Cory Hundley