



Christina Inge Miller #7940
MILLER LAW GROUP
P.O. Box 682800
2200 North Park Avenue
Building D, Suite 200
Park City, Utah 84068
Telephone No. (435) 649-8209
Christina@MillerLawUtah.com

Attorney for Petitioner

**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH
450 South State Street, Salt Lake City, Utah 84111**

In the Matter of the Marriage of: DANIEL HULVERSON, <i>Petitioner,</i> and CALLIE HULVERSON, <i>Respondent.</i>	FINDINGS OF FACT and ORDER MODIFYING CHILD CUSTODY, PARENT TIME, CHILD SUPPORT and JUDGMENT Civil No. 154901053 Judge Todd M. Shaughnessy Commissioner Michelle Blomquist
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A 2-day bench trial on Petitioner’s pending Petitions to Modify and Motion to Enforce and Respondent’s Counter-Motion was scheduled on April 27 and 28, 2026, before the Honorable Todd M. Shaughnessy. Petitioner, Daniel Hulverson (“Dan”), was present and represented by counsel, Christina Inge Miller and Jordyn Price. Respondent, Callie Hulverson (“Callie”), was present and represented by counsel, David C. Blum. The Private Guardian ad Litem, Brent Hall (“GAL Hall”)), was also present.

Prior to the start of trial on April 27, 2026, the parties, with their counsel and GAL Hall, worked together and reached a global settlement of all outstanding issues. The settlement agreement was read on the record and acknowledged/agreed upon by both parties. The Court, having reviewed the pleadings on file, having heard agreement of the parties as read on the record, and good cause appearing therefore, hereby finds and orders as follows:

Following the withdrawal of her attorney, Callie filed an objection to this order raising a host of issues. With respect to Callie's claim that she did not know what she was agreeing to, that she was rushed, or did not understand the consequences of the agreement she made at the April 27, 2026, hearing, the court does not find those claims credible. Rather, this clearly seems to be a case of after-the-fact regret. In that regard, the court notes that this case has been the subject of settlement agreements reached in court and orally placed on the record, followed by preparation of final papers, three different times over the last decade. First on April 13, 2016, next on August 14, 2025, and finally on April 27, 2026. On each occasion, one or both of the parties later had regrets about the terms of the agreements reached or issues otherwise arose and, each time, one or both of the parties then filed motions and countermotions related to the enforceability of the agreements reached or motions to amend or modify them.

With this backdrop, there can be no question that when a settlement was read on the record on April 27, Callie fully understood what was happening. She must have understood the consequences of her acknowledging on the record that she agreed to the terms recited. Nor can Callie credibly claim that she felt "rushed" or otherwise didn't have adequate time to consider her options. The issues had been the discussion of litigation and negotiation for months prior to

April 27 and Callie fully understood the consequences of agreeing on the record to the terms recited. In sum, the parties reached a valid, binding agreement on April 27, 2026, just as the previously did on April 13, 2016, and August 14, 2025, and the court will enforce that agreement as read on the record.

Each of Callie's remaining objections seeks to alter or modify some portion of the agreement recited on the record at the April 27 hearing. Other than her objection to the findings of fact, addressed below, she does not identify any provision of this order that conflicts with what was read on the record, and each of these substantive objections are overruled because they conflict with the terms of a valid settlement. With respect to the findings of fact, Callie correctly points out that these were not read on the record. While they appear to accurately reflect the procedural history and background of the case, findings of fact are unnecessary where there is a stipulation concerning the operative provisions of an order. Here, the court finds there was a stipulation and therefore strikes the proposed findings of fact.

FINDINGS OF FACT

~~1. — Dan and Callie were divorced pursuant to a stipulated *Decree of Divorce* entered by this Court on October 11, 2016 [Dkt # 176] (the “Decree”).~~

~~2. — The parties stipulated to amend their Decree and an *Amended Decree of Divorce* was entered by this Court on March 21, 2017 [Dkt # 232] (the “Amended Decree”).~~

~~3. — This Court has continuing jurisdiction and venue to modify the parties’ Decree, Amended Decree and subsequent Orders.~~

~~4. — There is one minor child born of issue of this marriage, to wit: PNH, born June 2010 (almost 16 years old).~~

~~5. — The Amended Decree awarded the parties joint legal and joint physical custody of the PNH. See Amended Decree at ¶ 4.~~

~~6. — The parties' Amended Decree was modified by their *Order Modifying Decree of Divorce*, entered by this Court on February 3, 2019 [Dkt # 452].~~

~~7. — Pursuant to the February 3, 2019 Order, Dan's child support obligation was \$750.00 per month. Child support was calculated based on Callie's imputed wage and rental income of \$3,800.00 per and Dan's imputed wage income of \$13,350.00 per month, with Callie having 210 overnights and Dan having 155 overnights. See *Order Modifying Decree of Divorce* at ¶ 3.~~

~~8. — On May 10, 2023, Callie was arrested and charged with assault and domestic violence in the presence of a child. The charges were ultimately dismissed.~~

~~9. — Since the May 10, 2023 incident, Dan has been PNH's primary custodian and Callie has had sporadic periods of parent time.~~

~~10. — After the incident noted above, DCFS was notified and investigated, found and substantiated a claim of domestic violence related child abuse against Callie.~~

~~11. — On August 9, 2023, Dan filed a *Petition to Modify Child Custody, Parent Time and Child Support* [Dkt # 458].~~

~~12. — Callie was served with Dan's *Petition to Modify* on August 24, 2023. See *Return of Service* [Dkt # 487].~~

~~13. On January 11, 2024, this Court entered Temporary Orders (Hearing: November 30, 2023 [Dkt # 521], where Dan was awarded temporary, sole physical custody of PNH and the parties were ordered to continue sharing joint legal custody, with Dan having final decision-making authority. See, January 11, 2024 Order at ¶¶ 2 and 3.~~

~~14. Brent Salazar Hall was appointed as the private guardian ad litem. Id. at ¶ 5.~~

~~15. Paragraph 10 of the Temporary Orders required Callie to pay child support to Dan in the amount of \$325 per month, together with one-half of PNH's health insurance premiums of \$179 per month beginning September 1, 2023. Id. at ¶ 10.~~

~~16. Paragraph 11 of the Temporary Orders reserved Dan's requests for retroactive child support from May 1, 2023 (when he began exercising sole custody of PNH) to August 31, 2023 and reimbursement for child support paid to Callie during that same time period. Id. at ¶ 11.~~

~~17. On May 21, 2025, a scheduling conference was held with Judge Todd M. Shaughnessy, where a 2-day bench trial was scheduled on October 14 and 15, 2025, and the parties were ordered to participate in a judicial settlement conference. See, Minutes dated May 22, 2025 [Dkt # 569].~~

~~18. On August 14, 2025, the parties, with counsel, attended a judicial settlement conference with Judge Barry Lawrence, and reached a settlement agreement regarding custody and parent time. The agreement was read on the record but was not reduced to writing.~~

~~19. At the judicial settlement conference, the parties agreed to share joint legal and physical custody of PNH, with Callie having parent time pursuant to Utah Code §81-9-303.~~

~~20. In August 2025, Callie exercised two separate overnights and one full weekend of parent time under the new schedule.~~

~~21. On September 4, 2025, during Callie's visit with PNII, PNII attempted to end her life.~~

~~22. Dan picked up PNII from Callie's care and transported her to Primary Children's emergency department where several evaluations were conducted and multiple specialists determined / classified PNII as a suicide risk.~~

~~23. After extensive evaluation, testing and meetings with PNII, arrangements were made to safely transport PNII to the Primary Children's Wasatch Canyons Inpatient Behavioral Health Center in Taylorsville for inpatient treatment and care. PNII was admitted shortly after 3:15 am on the morning of September 5, 2025, where she remained for 5 days.~~

~~24. After the incident noted above, DCFS was notified and investigated, found and substantiated a claim of emotional abuse by Callie.~~

~~25. On September 8, 2025, Dan filed a *Verified Application for Temporary Restraining Order and Preliminary Injunction and Incorporated Memorandum in Support Thereof (Utah Rule of Civil Procedure 65A)* [Dkt # 577] requesting, among other things, Callie's custody and parent time rights be suspended and that Callie be restrained from contacting PNII.~~

~~26. On September 18, 2025, a hearing was held with Commissioner Michelle Blomquist where a TRO was granted, suspending Callie's parent time and custody rights and ordering Callie not have contact with PNII until recommended by relevant therapists and PGAL Hall. See *Temporary Restraining Order* [Dkt # 603].~~

~~27. On September 29, 2025, a hearing was held with Commissioner Michelle Blomquist where a Preliminary Injunction was entered, granting Dan temporary sole physical and legal custody, suspending Callie's parent-time and custody rights, and prohibiting Callie from having any contact with PNH. See *Preliminary Injunction Order (Hearing September 29, 2025)* [Dkt # 622].~~

~~28. On December 17, 2025, following Callie filing an objection to the Commissioner's Recommendation, a hearing was held with Judge Todd M. Shaughnessy where the Preliminary Injunction Order was upheld. See *Minutes Objection to Commissioner's Recommendation* [Dkt # 645].~~

~~29. On September 24, 2025, Dan filed a *Motion and Memorandum to Set Aside Partial Settlement Agreement* [Dkt # 597], seeking to set aside the parties' Settlement Agreement reached at the Judicial Settlement Conference on August 14, 2025, and proceed to trial on his pending *Petition to Modify*.~~

~~30. On September 24, 2025, Dan also filed a *Petition to Modify Child Custody, Parent Time, and Child Support* [Dkt # 599] as an alternative to the Court setting aside the Settlement Agreement.~~

~~31. Callie's attorney accepted service of the Petition to Modify on February 3, 2026 [Dkt # 666].~~

~~32. On November 20, 2025, Dan filed *Petitioner's Verified Ex Parte Motion to Enforce Orders and for Sanctions* [Dkt # 630] (the "Motion to Enforce"), which was scheduled to be heard at trial on April 27 and 28, 2026.~~

~~33. Callie has not exercised parent time with PNH since the September 4, 2025 incident.~~

ORDER

The Court, ~~having entered its Findings of Fact as set forth above~~, having received the parties' agreement as read on the record on April 27, 2026, and good cause appearing therefore, hereby enters the following orders:

IT IS HEREBY ORDERED:

34. **Physical Custody.** Dan is awarded sole physical custody of the minor child, PNH.

35. **Legal Custody / Dispute Resolution.** The parties will share joint legal custody with the following dispute resolution process for major decisions (except educational):

- a. The parties will talk together to see if they can resolve their dispute;
- b. If no agreement can be reached, the parents will seek guidance and information from professionals relevant to the issue (e.g., therapist, healthcare provider, etc.);
- c. If no agreement can be reached, the parties will attend mediation; and
- d. If no agreement can be reached in mediation, Dan is awarded final decision making authority. Callie has the option of filing a motion with the Court for possible over-ruling.

36. **Education/School Related Decisions.** Regarding all education and school related decisions for PNH, including choice of school, Dan shall have all decision making authority.

37. **Parent Time.** Callie's parent time is currently suspended and subject to the Preliminary Injunction issued by this Court. *See Preliminary Injunction Order (Hearing*

September 29, 2025) [Dkt # 622]. Upon successful completion of reunification therapy and recommendation by the reunification therapist, Callie shall have parent time with PNH as agreed upon by the parents, up to Utah Code §81-9-302.

38. **No Contact.** Callie shall have no contact with PNH until interventions are implemented to ensure the safety and well-being of PNH. Any parent time or contact between Callie and PNH shall be based in a therapeutic setting with PNH's individual therapist or a reunification therapist, with input and oversight from GAL Hall.

39. **Reunification Therapy.** The parties shall continue to engage with Unified Family Therapy (or another replacement reunification therapist recommended by GAL Hall) for reunification therapy. Unified Family Therapy shall communicate with PNH's therapist, Callie's therapist and Dan's therapist. The goal of reunification therapy is to improve the mother-daughter relationship. One of the factors of whether, when and how to move forward with any joint session in reunification therapy shall include input regarding readiness of each party and PNH for reunification from that party's and PNH's therapist. Once all parties and PNH are ready for reunification, the parties shall cooperate with any additional requests from the reunification therapist regarding evaluations and assessments that may be needed of the parties.

40. **Guardian ad Litem.** GAL Hall shall continue to serve on this case to essentially monitor the reunification therapy process and to provide input for the parents and his client, PNH. If any member of the therapeutic team is uncooperative with the reunification process, then the reunification therapist shall inform GAL Hall and the parties so the issue can be addressed.

41. **Drug Testing.** Upon successful reunification or resumption of parent time with Callie and PNH, either parent may request a drug test, including ETG testing, of the other parent upon a reasonable, articulable basis. The requested drug test shall occur within 48 hours.

42. **PGAL Fees.** The fee split for GAL Hall's services for the month of April 2026 shall be 50/50. Beginning May 2026, GAL Hall will remain as PNH's GAL, but has agreed to serve pro bono, at no charge to the parents.

43. **Child Support.** Pursuant to Utah Code §81-6-202, *et. seq.*, the parties are ordered to pay child support on behalf of PNH as follows:

a. *Callie's Income.* Callie is currently unemployed receiving severance pay and rental income. Callie stipulated to and the Court imputes income to her in the amount of \$6,000 per month for purposes of calculating child support.

b. *Dan's Income.* Dan is currently employed by Vida Health and earns a gross monthly income of \$18,750.

c. *Child Support.* Based on the income of the parties and utilizing a sole custody worksheet, Callie is ordered to pay child support to Dan in the amount of \$505 per month. However, based upon the parties' stipulated, the child support amount shall be \$500 per month.

d. *Payment.* Beginning May 1, 2026 and continuing on the 1st day of each month thereafter, child support shall be paid via Venmo.

e. *Duration.* Support payments for PNH shall, unless the Court orders otherwise, terminate at the time PNH turn 18 years of age or graduates from high school during her normal and expected year of graduation, whichever occurs later.

f. *Tax Exemption.* As set forth in IRS Publication 504 titled *Divorced or Separated Individuals*, the custodial parent (defined as the parent with whom the child lived for the greater number of nights during the year) shall claim the minor child or a qualifying child on his/her tax return. Accordingly, beginning with the 2026 income tax year, since Dan is PNH's custodial parent and provides the majority of her financial support, Dan shall claim PNH as a dependent and exemption on his federal and state income tax returns.

44. **Medical Insurance and Premiums.** Dan currently provides medical and dental insurance for PNH, and he should continue to do so as long as such is available to him at a reasonable cost. The parties should equally divide the cost of the premium paid for PNH, which is calculated based upon a per capita share of the premium paid (i.e., the premium expenses for PNH shall be calculated by dividing the premium amount by the number of persons covered under the policy). Callie's portion of PNH's health insurance premiums shall be added to child support and paid via Venmo by the first day of each month, beginning May 1, 2026.

- a. The party carrying insurance should provide to the other party verification of coverage upon initial enrollment and thereafter on or before January 2 of each calendar year. The parent carrying insurance shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of the date the parent first knew or should have known of the change.

- b. If, at any point in time, PNH is covered by the health insurance plans of both parents, the health insurance plan of Dan shall be primary coverage and the health insurance plan of Callie shall be secondary coverage.

45. **Out-of-Pocket Healthcare Expenses.** The parties shall continue to equally share all out-of-pocket medical, dental, mental health, therapy, prescriptions, optical, and orthodontia expenses for PNH, including any applicable premiums, co-payments, and deductibles. The party incurring an out-of-pocket healthcare expense on behalf of PNH shall submit to the other party an invoice, receipt, and/or bill of the expense within thirty (30) days of payment (after insurance has paid their portion) and shall be reimbursed by the other party within thirty (30) days of the invoice, receipt, and/or bill, via Venmo.

46. **Therapy Expenses.** Dan shall pay all expenses associated with his individual therapy. Callie shall pay all expenses associated with her individual therapy. The parties shall continue equally dividing the expenses associated with PNH's individual therapy, currently with Amelie Zichy-Thyssen.

47. **Reunification Therapy Expenses.** Callie shall assume and pay any reunification therapy expenses that involve her, including sessions with her individually or sessions with her and PNH. Dan shall assume and pay any reunification therapy expenses that involve him, including sessions with him individually or sessions with him and PNH.

48. **Extracurricular Activities.** It is anticipated PNH will continue to participate in extracurricular activities. The parties shall continue sharing equally the costs of PNH's agreed upon, in writing, activities and necessary activity clothing and equipment. The party incurring an agreed upon extracurricular activity or camp expense should submit to the other party an invoice,

receipt, and/or bill for the expense within thirty (30) days of payment or receiving same and shall be reimbursed by the other party within thirty (30) days of her receipt of those invoices, receipts and/or bills, via Venmo.

49. **Settlement Payment.** In an effort to resolve both parties' claims for past due child support, past due out of pocket expenses, reimbursement for health insurance premiums overpaid or owed, or any claims currently pending before this Court, Callie shall pay Dan Twelve Thousand Dollars (\$12,000) on or before Friday, May 1, 2026. In the event Callie fails to pay the \$12,000 in full, by Friday, May 1, 2026, an automatic judgment, subject to pre-judgment interest at the rate of 10% per annum, is entered against Callie and in favor of Dan, until paid in full. As a further consequence for Callie's failure to pay, Dan is allowed to file liens against all pieces of real property in which Callie holds an interest, including rental properties she recently transferred into limited liability companies. Dan is further allowed to initiate foreclosure proceedings on any or all of the real properties for Callie's failure to pay.

50. **Full Settlement/Waiver of All Claims.** The provisions of this Order constitute a full and complete settlement and financial settlement to the parties' post-trial petitions to modify, motions and counter-motions. As such, neither party owes any funds, offsets, or reimbursements to the other party except as provided herein and this Order resolves all claims and allegations between the parties through April 27, 2026.

51. **Legal Representation.** Each party had the benefit of counsel in negotiating the settlement agreement as read on the record on April 27, 2026, was not under the influence of any

substance that would interfere with his/her decision making and was not under duress of any kind.

52. **Execution of Documents.** Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this Order and Judgment.

53. **Attorney Fees.** Each party shall assume and pay his/her own attorney fees and costs incurred herein.

**** entered by the court on the date and as indicated by the Court's seal at the top of the first page ****

Approved as to form:

/s/ Brent Hall
Brent Hall
*Signed with permission provided
by Brent Hall via email on 05.12.26
Private Guardian ad Litem*

NOTICE OF INTENT TO SUBMIT

In accordance with Utah R. Civ. P. 7(j), the proposed form of this Order was served on the Private Guardian ad Litem, Brent Hall, and Respondent, Callie Hulverson nka Callie Rupp, via email on May 12, 2026. The PGAL provided his approval as to form. Respondent did not object to the form of this proposed Order by filing an objection within 7 days (on or before May 19, 2026); therefore, the Court should sign and enter the Order.

DATED this 19th day of May, 2026.

MILLER LAW GROUP

/s/ Christina Inge Miller
Christina Inge Miller
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of May, 2026, I served a true and correct copy of the foregoing document on the private guardian ad litem, Brent Hall, at the following email address: bhall@famlawslc.com and Respondent, Callie Hulverson nka Callie Rupp, at the following email address: callie@snowie.com.

/s/ Leslie C. Staples
Paralegal to Christina Inge Miller

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of May, 2026, I efiled and served a true and correct copy of the foregoing document on the private guardian ad litem, Brent Hall, via efilings. I hereby certify that on the 19th day of May, 2026, I served a true and correct copy of the foregoing document on Respondent, Callie Hulverson nka Callie Rupp, at the following email address: callie@snowie.com.

/s/ Jackie Solorio
Legal Assistant to Christina Inge Miller