

RUSSELL K SMITH  
12294 S Midas Quarry RD  
Herriman, UT 84096  
2russellsmith@gmail.com  
(208) 403-5792

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

8080 South Redwood Road  
West Jordan, Utah 84088

**In the matter of the marriage of**

**RUSSELL K SMITH,**  
*Petitioner,*  
and

**AMANDA C SMITH,**  
*Respondent.*

**~~AMENDED~~ DECREE OF  
DIVORCE**

Case No.: **264902121**

Judge: **Judge Kara Pettit**

Commissioner: **Commissioner  
Michelle Blomquist**

This matter came before the Court upon the Stipulation of the parties and the Court's Findings of Fact and Conclusions of Law. The Court, being fully advised in the premises, HEREBY ORDERS, ADJUDGES, AND DECREES as follows:

**RESIDENCY AND JURISDICTION**

1. **Residency.** Petitioner, Russell K Smith is a bona fide resident of SALT LAKE County, State of Utah, and has been a resident of Utah for at least three (3) months immediately prior to the commencement of this action, as required by Utah Code §81-4-402(1). This Court has jurisdiction over the subject matter of this action and over the parties under the Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code §78B-13-101 et seq.
2. **Marriage.** Petitioner, Russell K Smith and Respondent, Amanda C Smith were lawfully married on 06/11/2016 in Adams, Umatilla County, OR. The parties separated on 02/12/2026. Since the date of separation the parties have lived separate and apart.

3. **Grounds for Divorce.** The Court finds that irreconcilable differences have arisen between the parties that have caused the irremediable breakdown of the marriage. There is no reasonable likelihood that the marriage can be preserved. Grounds for divorce exist under Utah Code §81-4-405(1)(h).

### **MINOR CHILDREN**

4. **Children of the Marriage.** The following minor child was born as issue of the marriage of Petitioner Russell Smith and Respondent Amanda Smith:  

(a) **Millie Smith**, date of birth 08/02/2024, sex: F. Current address: 12294 S Midas Quarry Rd., Herriman, UT 84096.
5. **Residence History of the Minor Child.** The minor child has continuously resided at 12294 S Midas Quarry Rd., Herriman, UT 84096 at all times relevant to this action. The child has had no other principal residence within the five (5) years immediately preceding the filing of this action.
6. **Jurisdiction Over Children.** This Court has jurisdiction over the minor child under the Uniform Child Custody Jurisdiction and Enforcement Act. Utah is the home state of the child and no other court has continuing exclusive jurisdiction over custody matters.

### **LEGAL CUSTODY**

7. **Award of Legal Custody.** The parties are awarded **Joint Legal Custody** of the minor child. The parties' detailed legal-custody decision-making process, philosophy, and protocols are set forth in the parties' Parenting Plan, filed concurrently with this action and incorporated by reference herein.

### **PHYSICAL CUSTODY AND PARENT-TIME**

8. **Award of Physical Custody.** The parties are awarded **Joint Physical Custody** of the minor child, with the primary residence of the child being with Respondent Amanda Smith.
9. **Overnight Allocation.** Petitioner Russell Smith shall have approximately 111 overnights per year with the child. Respondent Amanda Smith shall have approximately 254 overnights per year with the child. The detailed parent-time rotation, holiday schedule, transportation, communication, travel, and relocation provisions are set forth in the parties' Parenting Plan, filed concurrently with this action and incorporated by reference herein.

### **PARENTING PLAN**

10. **Parenting Plan Incorporated by Reference.** The parties have executed a separate Parenting Plan, filed concurrently with this action. That Parenting Plan is hereby incorporated into this Decree of Divorce by reference and made a part hereof as though fully set forth herein. The Parenting Plan governs all matters affecting the minor child, including without limitation: legal custody decision-making, behaviors and expectations of the parents toward each other and the child, physical custody rotation, parent-time, holiday and vacation schedules, transportation and exchanges, communication with the child, records access, travel with the child, relocation, first right of refusal, child support amount and payment terms, children's health insurance, non-covered medical and dental expenses, work-related child care, life insurance for the benefit of the child, extracurricular expenses, tax-dependency allocation, and dispute resolution between the Parents. The parties are hereby bound by all terms and conditions of the Parenting Plan with the same force and effect as if they were set forth herein in full.
11. **Base Monthly Child Support.** Based on the **Joint Physical Custody Child Support Obligation Worksheet** filed with the Court pursuant to Utah Code Title 81, Chapter 6, Parts 1 and 2, Petitioner Russell Smith shall pay to Respondent Amanda Smith base child support in the amount of **\$1,345.00** per month. Detailed payment timing, modification provisions, and administrative terms are set forth in the Parenting Plan incorporated above.

### **REAL PROPERTY**

12. **Real Property — Primary Home.** The parties own real property commonly known as 12294 S Midas Quarry RD, Herriman, UT 84096, with a fair market value of \$624,199.00. The property is encumbered by a mortgage held by Round Point, with a balance of \$221,199.00. The monthly payment is \$2,505.00.
13. **Disposition of Primary Home.** The parties agree to sell the marital home located at 12294 S Midas Quarry Rd, Herriman, UT 84096 for approximately Six Hundred Twenty-Five Thousand Dollars (\$625,000.00). After deducting estimated selling costs of approximately Forty Thousand Dollars (\$40,000.00) (including realtor fees, title fees, and tax prorations) and the mortgage payoff of approximately Two Hundred Twenty-Two Thousand Dollars (\$222,000.00), the net equity shall be approximately Three Hundred Sixty-Three Thousand Dollars (\$363,000.00). Petitioner Russell Smith shall retain his retirement accounts valued at approximately Three Hundred Thirty-Six

Thousand Four Hundred Sixty-Two Dollars (\$336,462.00). Any net equity from the home sale exceeding the value of Petitioner Russell Smith's retirement accounts shall be divided equally between the parties. The excess equity of Twenty-Six Thousand Five Hundred Thirty-Eight Dollars (\$26,538.00) (\$363,000.00 minus \$336,462.00) shall be split equally, with each party receiving Thirteen Thousand Two Hundred Sixty-Nine Dollars (\$13,269.00). Thus, Respondent Amanda Smith shall receive Three Hundred Forty-Nine Thousand Seven Hundred Thirty-One Dollars (\$349,731.00) from the home sale and Petitioner Russell Smith shall receive Thirteen Thousand Two Hundred Sixty-Nine Dollars (\$13,269.00) from the home sale plus his Three Hundred Thirty-Six Thousand Four Hundred Sixty-Two Dollars (\$336,462.00) in retirement accounts. The parties acknowledge that both the home equity and retirement funds may carry tax consequences if not reinvested (capital gains tax for real estate proceeds and income tax for retirement withdrawals). This division structure avoids the need and expense of a Qualified Domestic Relations Order (QDRO).

Pending Sale Mortgage Obligations: Until the marital home is sold and the sale is finalized, the parties agree to divide the monthly mortgage payment of Two Thousand Five Hundred Five Dollars (\$2,505.00) as follows: Respondent Amanda Smith shall be responsible for the interest portion of Four Hundred Eighty Dollars (\$480.00) and the escrow portion of Four Hundred Ninety-Six Dollars and Eighteen Cents (\$496.18). The principal portion of One Thousand Five Hundred Twenty-Eight Dollars and Thirty-Seven Cents (\$1,528.37) shall be divided equally between the parties, with each party paying Seven Hundred Sixty-Four Dollars and Nineteen Cents (\$764.19). Accordingly, Respondent Amanda Smith's total monthly obligation shall be One Thousand Seven Hundred Forty Dollars and Thirty-Seven Cents (\$1,740.37), and Petitioner Russell Smith's total monthly obligation shall be Seven Hundred Sixty-Four Dollars and Nineteen Cents (\$764.19). Both parties shall make their respective payments on or before the first day of each month. In the event either party fails to make their required payment, the other party may make the full payment to protect the parties' credit and equity, and shall be entitled to reimbursement from the non-paying party, plus any costs or fees incurred as a result of the late payment.

#### **MOTOR VEHICLES**

14. **Vehicle: 2019 Ford Escape.** The parties own a 2019 Ford Escape with a fair market value of \$7,800.00.
15. **Disposition.** Respondent Amanda Smith shall retain the 2019 Ford Escape free and clear of any liens.

16. **Vehicle: 2023 Subaru WRX.** Petitioner Russell Smith owns a 2023 Subaru WRX with a fair market value of \$25,000.00.
17. **Disposition.** Petitioner Russell Smith shall retain the 2023 Subaru WRX free and clear of any liens.

#### **BANK AND INVESTMENT ACCOUNTS**

18. **Account — Wells Fargo Checking \*\*\*\*2343.** The parties have a financial account at Wells Fargo Checking ending in 2343 with an approximate balance of \$102,500.00.
19. **Disposition.** The balance shall be divided equally between the parties.
20. **Account — Wells Fargo Savings \*\*\*\*0180.** The parties have a financial account at Wells Fargo Savings ending in 0180 with an approximate balance of \$76,364.00.
21. **Disposition.** The balance shall be divided equally between the parties.

#### **RETIREMENT ACCOUNTS**

22. **401k — Fidelity 401k.** The parties have a 401k retirement account with Fidelity 401k with an approximate balance of \$136,146.00. The account is held in the name of Petitioner Russell Smith.
23. **Division.** Petitioner Russell Smith shall retain the full balance as his sole and separate property.
24. **IRA — Wells Brokerage.** The parties have an IRA retirement account with Wells Brokerage with an approximate balance of \$94,384.00. The account is held in the name of Petitioner Russell Smith.
25. **Division.** Petitioner Russell Smith shall retain the full balance as his sole and separate property.
26. **IRA — Wells Brokerage 1118.** The parties have an IRA retirement account with Wells Brokerage 1118 with an approximate balance of \$105,932.00. The account is held in the name of Petitioner Russell Smith.
27. **Division.** Petitioner Russell Smith shall retain the full balance as his sole and separate property.

#### **SPOUSAL SUPPORT (ALIMONY)**

28. **Award of Alimony.** Alimony is awarded in the amount of **\$2,600.00** per month, on the terms set forth below. The Court finds that this award is consistent with Utah Code

§81-4-501.

29. **Alimony Terms.** Petitioner Russell Smith shall pay Respondent Amanda Smith Two Thousand Six Hundred Dollars (\$2,600.00) per month in spousal support for a period of five (5) years commencing on the first day of the month following entry of the Decree of Divorce. Spousal support shall terminate upon the earliest of: (a) completion of the sixty (60) monthly payments; (b) Respondent Amanda Smith's remarriage; (c) Respondent Amanda Smith's cohabitation as defined by Utah Code; or (d) the death of either party.

**Combined Support Structure.** The parties acknowledge that they are presently evaluating various physical custody and parenting-time arrangements and intend to maintain financial consistency and predictability for both households during this transitional period. To that end, the total combined monthly support obligation paid by Petitioner Russell Smith to Respondent Amanda Smith - comprising both child support and spousal support - shall remain fixed at Three Thousand Nine Hundred Forty-Five Dollars (\$3,945.00) per month. As of the entry of the Decree, the guideline child support obligation is One Thousand Three Hundred Forty-Five Dollars (\$1,345.00) per month and the spousal support obligation is Two Thousand Six Hundred Dollars (\$2,600.00) per month, which together total Three Thousand Nine Hundred Forty-Five Dollars (\$3,945.00).

**Floating Adjustment.** The spousal support obligation shall be a variable amount equal to the difference between the fixed combined sum of \$3,945.00 and the child support obligation then calculated under the Utah child support guidelines (Spousal Support = \$3,945.00 minus current child support). If a change in the physical custody schedule or parenting-time allocation increases or decreases the guideline child support figure, the spousal support amount shall adjust inversely by the identical dollar amount on the same effective date, so that the combined obligation remains \$3,945.00. Child support shall at all times be set at the amount required by the Utah child support guidelines, and the spousal support component shall absorb the corresponding adjustment.

**Termination and Floor.** If spousal support terminates pursuant to the provisions above - whether by completion of the payment term, remarriage, cohabitation, or death - this floating mechanism shall cease, and child support shall thereafter be determined solely by the statutory guidelines then in effect based on the finalized custody arrangement.

**Triggering Events for Re-Evaluation.** Notwithstanding the fixed combined target, the floating support structure shall be subject to immediate suspension, review, and modification upon either of the following: (a) Petitioner Russell Smith's involuntary loss of employment or a documented, non-voluntary reduction in

earning capacity exceeding twenty percent (20%), in which event the parties shall promptly meet or mediate to recalculate a temporary support amount reflective of Petitioner Russell Smith's actual ability to pay; or (b) a permanent or long-term shift to sole or full physical custody (300 or more overnights per year) with one parent, in which event the \$3,945.00 combined baseline shall be void and support shall be recalculated under the statutory child support guidelines for the new arrangement, with the spousal support component renegotiated based on the parties' then-current needs and expenses.

Dispute Resolution. Upon written invocation of a triggering event by either party, the parties shall exchange updated financial declarations, tax returns, and pay records within fourteen (14) days. If the parties cannot agree on a modified support amount within thirty (30) days of the triggering event, they shall submit the issue to a family-law mediator, sharing the cost equally, before filing any motion with the Court.

### **PERSONAL PROPERTY**

30. **Personal Property.** It is hereby ordered that all household goods, furniture, furnishings, clothing, jewelry, and other personal property in the possession of Petitioner Russell Smith or Respondent Amanda Smith on the date of entry of the Decree of Divorce shall be the sole and separate property of the party in possession. Petitioner Russell Smith and Respondent Amanda Smith represent that the division of personal property has been made fairly and equitably.
31. **Name Restoration.** Respondent Amanda Smith shall have their name restored to **Tullis**, and shall be entitled to use that name for all purposes from the date of entry of the Decree.

### **GENERAL PROVISIONS**

32. **Continuing Jurisdiction.** The Court retains continuing jurisdiction to enforce and, upon a substantial change in circumstances, to modify the provisions of this Decree regarding custody, parent-time, child support, medical insurance and expenses, alimony, and property division as permitted by Utah law.
33. **Attorney Fees and Costs.** Petitioner Russell Smith and Respondent Amanda Smith shall each bear their own attorney fees and costs incurred in this action.
34. **Full Disclosure.** Petitioner Russell Smith and Respondent Amanda Smith represent that they have made full, fair, and complete disclosure of all assets and liabilities to the other, and that the division set forth herein is fair and equitable.

35. **Severability.** If any provision of this Decree is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
36. **Entire Agreement.** This Decree constitutes the entire agreement of the parties regarding the matters addressed herein and supersedes all prior negotiations and agreements between the parties.

IT IS SO ORDERED.

DATED this 7/1/26 day of \_\_\_\_\_, 2026.

  
\_\_\_\_\_  
District Court Judge

APPROVED AS TO FORM AND CONTENT:

Russell Smith  
ID H1UwknD2vbcHskTmXrX1t8bB

RUSSELL K SMITH, Petitioner

Amanda C. Smith  
ID a77e38E4FSB/KVc44zD6e7J

AMANDA C SMITH, Respondent

| Certificate of Service                                                                                            |                                                                                                                                                                                                                                                                                                |                    |              |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|
| I certify that I filed with the court and am serving a copy of AMENDED DECREE OF DIVORCE on the following people. |                                                                                                                                                                                                                                                                                                |                    |              |
| Person's Name                                                                                                     | Service Method                                                                                                                                                                                                                                                                                 | Service Address    | Service Date |
| Amanda C Smith                                                                                                    | <input type="checkbox"/> Mail<br><input type="checkbox"/> Hand Delivery<br><input type="checkbox"/> E-filed/MyCase<br><input checked="" type="checkbox"/> Email<br><input type="checkbox"/> Left at business (person in charge)<br><input type="checkbox"/> Left at home (suitable age person) | actullis@gmail.com |              |

|  |                                                                                                                                                                                                                                                                                     |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <input type="checkbox"/> Mail<br><input type="checkbox"/> Hand Delivery<br><input type="checkbox"/> E-filed/MyCase<br><input type="checkbox"/> Email<br><input type="checkbox"/> Left at business (person in charge)<br><input type="checkbox"/> Left at home (suitable age person) |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

*Petitioner Smith*

6/26/2026

Signature ■

*Russell Smith*  
ID H1UwknD2vbehSkTmXrX1185B

Date

Printed Name Russell K Smith

I, the Respondent, acknowledge that I have received a copy of this document.

6/26/2026

Signature ■

*Amanda C. Smith*  
ID a77e39E4FSBRKVc44xZD8p7J

Date

Respondent Printed Name Amanda C Smith

### Certificate of Service

I certify that I filed with the court and am serving a copy of the Divorce Stipulation, Parenting Plan, Declaration of Jurisdiction and Grounds, Findings of Fact and Conclusions of Law, Decree of Divorce, Income Verification and Compliance, and Child Support Worksheet on the following people.

| Person's Name  | Service Method                                                                                                                                                                                                                                                                                 | Service Address    | Service Date |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|
| Amanda C Smith | <input type="checkbox"/> Mail<br><input type="checkbox"/> Hand Delivery<br><input type="checkbox"/> E-filed/MyCase<br><input checked="" type="checkbox"/> Email<br><input type="checkbox"/> Left at business (person in charge)<br><input type="checkbox"/> Left at home (suitable age person) | actullis@gmail.com |              |
|                | <input type="checkbox"/> Mail<br><input type="checkbox"/> Hand Delivery<br><input type="checkbox"/> E-filed/MyCase<br><input type="checkbox"/> Email<br><input type="checkbox"/> Left at business (person in charge)<br><input type="checkbox"/> Left at home (suitable age person)            |                    |              |

*Petitioner Smith*

6/26/2026

Date

Signature ■

*Russell Smith*

ID: H1UwknD2vbcH5kTmXrX1t8bB

Printed Name Russell K Smith

I, the Respondent, acknowledge that I have received a copy of this document.

6/26/2026

Date

Signature ■

*Amanda C. Smith*

ID: a77c39E4F8B8Kvc44xZD6p7J

Respondent Printed Name Amanda C Smith

## eSignature Details

---

**Signer ID:** a77e39E4FSBfKVc44xZD6p7J  
**Signed by:** Amanda Smith  
**Sent to email:** actullis@gmail.com  
**IP Address:** 71.199.45.139  
**Signed at:** Jun 26 2026, 4:43 pm MDT

**Signer ID:** H1UwknD2vbchSkTmXrX1t8bB  
**Signed by:** Russell Smith  
**Sent to email:** 2russellsmith@gmail.com  
**IP Address:** 172.59.154.44  
**Signed at:** Jun 26 2026, 8:17 pm MDT