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Attorney for William Mark Wernli Jr.

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF DAVIS, STATE OF UTAH, FARMINGTON DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF: WILLIAM MARK WERNLI JR. and AMBIRLEY NICOLE WERNLI	DECREE OF DIVORCE Case No.: 264700403 Judge: Ronald Russell Commissioner: Julie Winkler
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William Mark Wernli Jr. having filed a Petition for Divorce against Ambirley Nicole Wernli; This matter came before the Court pursuant to the parties' Stipulation and Property Settlement Agreement ("Stipulation") they entered. The parties having reached a full and final agreement entered the Stipulation April 23, 2026 and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. JURISDICTION: Parties were bona fide resident of Davis County, State of Utah for the three months preceding the filing of this action [Utah Code §81-4-402].
2. MARRIAGE: The parties were married on July 8, 2022 in Salt Lake County, State of Utah.

3. DIVORCE: That the parties are granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
4. NAMES: Because the parties share the same last name, they are referred to by their first names to avoid confusion, meaning no disrespect by the apparent informality to-wit: Petitioner ["Will"] and Respondent ["Ambirley"]. Janson v. Janson, 2019 UT App 106.

DATED April 23, 2026.

1. CHILDREN: These orders pertain to the following children born to the parties, to-wit:
S.W. born June of 2023.

2. CUSTODY:

- a. Physical Custody. The parties are awarded joint physical custody of the minor child, as set forth herein.
- b. Legal Custody. The parties shall have joint legal custody of the child. Both parties will have access to the child's school, church, medical, health and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, and discretionary medical treatment shall be mutually agreed to by both parties.

3. PARENT TIME:

- a. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time
- b. shall be defined as follows: The parties will exercise parent time on a 50/50 week on/week off schedule, with the parties exchanging the children on Fridays. Each shall retrieve the child directly from school if in session. If school is not in

session, or the child is not yet old enough to be in school then the receiving parent shall pick the child up at the other's residence at 5:00 p.m. on Friday unless otherwise agreed.

- i. For purposes of alleviating stress and allowing the child to adapt to the new parent time schedule, starting the date this decree is signed, the child will go 2 days with Ambirley and 2 days with Will on a continual basis for at maximum of one month, then each month the parties will each add a day up until the child is fully adjusted to the week on week off schedule.

1. (For example, May 1, 2026 to May 31 Ambirley gets Monday and Tuesday night, then Will gets Wednesdays, Thursday night, then Ambirley gets Friday and Saturday night, and Will gets Sunday and Monday night. Followed by Ambirley then getting Tuesday and Wednesday night etc.... Then on June 1, 2026 to June 30, 2026 it will increase to 3 days with each parent, Meaning Ambirley gets Monday, Tuesday, Wednesdays, and Will gets Thursday Friday Saturday, etc....) This increase of one day with each parent shall continue as follows until she is adjusted to the complete week on week off schedule and that schedule shall be the only schedule in place at that point in time unless otherwise ordered by the court or agreed upon by the parties. If when transitioning to an additional day results in one parent getting an extra day, the following month

when an additional day is added the parent who did not receive the additional day for the previous month shall be awarded that day.

2. The parties shall work together to determine how fast or slow the minor child shall be increased to each additional day, however this is just the default in case the parties cannot agree.

- c. Summer Parent Time: The parties are each awarded Summer/extended parent-time as follows:

- i. Each parent is awarded four (4) weeks of summer parent-time. Unless otherwise agreed, the four weeks shall be exercised as (i) one uninterrupted two-week block, and (ii) two uninterrupted one-week blocks.

- ii. Priority and Notice:

1. In **odd-numbered** years, Ambirley shall have priority to designate her summer parent-time and shall provide written notice (text, email, etc.) to Will on or before **May 1**. Will shall then designate his summer parent-time by **May 15**.
2. In **even-numbered years**, Will shall have priority to designate his summer parent-time and shall provide written notice (text, email, etc.) to Ambirley on or before **May 1**. Ambirley shall then designate her summer parent-time by **May 15**.

- iii. A parent who fails to designate their summer parent-time by May 1 in

their priority year does not forfeit their summer parent-time, but forfeits priority. In that event, the other parent's scheduling shall take precedence in the event of a conflict.

- iv. If one parent timely provides notice and the other parent fails to provide notice by May 15, the complying parent may determine the schedule for the non-complying parent's summer parent-time.
- v. If both parents fail to provide notice within the timeframes set forth above, the first parent to thereafter provide written notice shall have priority to determine the schedule.

vi. No Stacking:

- 1. Neither parent shall "stack" summer parent-time by scheduling extended summer parent-time immediately before or after their regular parent-time. Each parent shall have at least one of their regularly scheduled parent-time periods between the other parent's extended summer parent-time.

vii. 2026 Exception:

- 1. Notwithstanding the foregoing, for calendar year **2026**, no extended summer parent-time under this provision shall occur. The parties shall instead continue to exercise the existing 50/50 parent-time schedule to allow the minor child to adjust following entry of the Decree. This summer parent-time provision shall take effect beginning 2027.

- b. Holiday/extended parent-time. The parties are awarded holiday parent-time as they may agree. If they disagree, they are awarded parent-time as follows:

<u>HOLIDAY AND TIME</u>	<u>WILL</u>	<u>AMBIRLEY</u>
Martin Luther King, Jr. Holiday: 6 p.m. on the Friday before holiday until 7 p.m. day of holiday	Even Years	Odd Years
President's Day: 6 p.m. on the Friday before holiday to 7 p.m. day of holiday	Odd Years	Even Years
Spring Break: beginning 6 p.m. on the day school lets out until Sunday 7 p.m. (the day prior to school resuming)	Even Years	Odd Years
Memorial Day: 6 p.m. on the Friday before holiday until 7 p.m. day of holiday	Odd Years	Even Years
Fourth of July: 6 p.m. the day before the holiday until 6 p.m. the day after the holiday	Even Years	Odd Years
July 24th: 6 p.m. the day before the holiday until 6 p.m. the day after the holiday	Odd Years	Even Years
Labor Day: 6 p.m. on the Friday before holiday until 7 p.m. day of holiday	Even Years	Odd Years
Columbus Day: 6 p.m. on the day before the holiday until 7:00 p.m. on the day of the holiday	Odd Years	Even Years
U.E.A. Weekend: beginning 6 p.m. on the day school lets out until Sunday 7 p.m. (the day prior to school resuming)	Even Years	Odd Years
Halloween: after school until 9 p.m. or if school is not in session 4 p.m. until 9 p.m.	Odd Years	Even Years
Veteran's Day: 6 p.m. on the day before the holiday until 7:00 p.m. on the day of the holiday	Even Years	Odd Years
Thanksgiving: 7 p.m. on Wednesday before the holiday until Sunday at 7 p.m.	Odd Years	Even Years
First Half of Christmas Vacation, not including Dec. 22, 23, Christmas Eve and Day or New Years Eve and Day: beginning 1 p.m. on the day school gets out until 9 a.m. on	Even Years	Odd Years

December 22 nd (if the minor child is not in school then December 17 th at 1 p.m. shall be the start time).		
December 22, and 23: 9 a.m. on December 22 nd until 9 p.m. December 23 rd .	Odd Years	Even Years
Christmas Eve and Day: 9 p.m. on December 23 rd all day Christmas Eve, all day Christmas Day, until 8:00 a.m. December 26 th .	Even Years	Odd Years
Second Half of Christmas Vacation, not including not including Dec. 22, 23, Christmas Eve and Day: beginning 8 a.m. on December 26 th until dropping the child off at school the first day it resumes. (if the minor child is not in school then January 2 nd at 9 a.m. shall be the end time).	Odd Years	Even Years
New Years Eve: all day	Odd Years	Even Years
New Years Day: all day	Odd Years	Even Years
The day before or after Child's Birthday: 3 p.m. until 9 p.m.	Even Years	Odd Years
Child's Actual Birthday: 3 p.m. until 9 p.m.	Odd Years	Even Years
Mother's Birthday: 9 a.m. until 7 p.m.	--	Every Year
Father's Birthday: 9 a.m. until 7 p.m.	Every Year	--
Mother's Day: 9 a.m. until 7 p.m.	--	Every Year
Father's Day: 9 a.m. until 7 p.m.	Every Year	--

- e. Further if there is ever a scheduling conflict between holidays, summer parent time or any other extended parent time then the order of priority shall be according to Utah Code §81-9-302(6), which states: *“(a) Changes may not be made to the parent-time schedule under this section, except that if a conflict*

arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day under Subsection (12);*
 - ii. the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (3) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;*
 - iii. the holiday schedule for any holiday under Subsection (12) that is not Father's Day, Mother's Day, or the minor child's birthday;*
 - iv. extended parent-time under Subsection (3); and*
 - v. the schedule for weekday or weekend parent-time.”*
- b. In addition to this if a parent does lose a designated holiday/extended parent time by way of conflicting schedules then that parent shall get the following day as their holiday/extended parent time. (For example – if on the same day one year it was Ambirley’s birthday and Father’s Day – Will would get the minor child on that day as Father’s Day takes priority over Birthdays. However then the day after Father’s Day Ambirley shall get with the minor child as make up time for her holiday/extended parent time - if this occurs the timeframe shall be the same as the holiday is normally).

2. PARENTING PLAN:

- a. Telephone Contact: During each parties’ parent-time, the minor child may call the

other parent at her discretion. Their calls shall not be excessive or interfering with bedtime or dinnertime. Each party should provide reasonable telephone contact between the child and the other parent, at least once a day for 10 minutes unless otherwise agreed upon.

- i. On holiday and summer parent time each party shall provide the other party with a brief text, call, or update regarding the minor child when reasonable.
- b. Transportation. The parties shall equally divide transportation [Utah Code §81-9-202(5)]. Each shall retrieve the child directly from school if in session. If school is not in session, then the other's residence unless agreed otherwise. The receiving parent shall be responsible for the transportation during their parent time, this includes, holiday, and summer parent time.
- c. Out of State Travel. Each parent may travel with the minor child during their parent-time, including out of state. The traveling parent shall provide reasonable notice to the other parent, consistent with Utah Code § 81-9-202, including travel dates, destination, and a means of contact.
- d. Out of Country Travel. The parties shall discuss and mutually agree on any out of country travel and provide the other party with an itinerary of where the child will be and contact information for emergencies. The parties agree to fully cooperate with each other if the child requires a passport for out of the country travel. While the minor child is 6-years-old and younger she shall not travel outside of the

country. Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, and the Northern Mariana Islands are U.S. territory and for purposes of this section do not apply as out of country travel. Once the minor is 6 years old (meaning the day after her 6th birthday) or older the parties may travel outside of the country with the child.

- i. Any parent wanting to take her out of the Country must be willing to pay for any flights for the other parent to and from said location if an emergency is to arise. Any out-of-country travel shall have the minor child's own decision taken into consideration. The parties may travel so long as

they give at least 14 days advance notice. Whenever the minor child travels outside of the country the following must be given to the other party:

- ii. An itinerary of travel dates;
- iii. Destination;
- iv. Places where the children or traveling parent can be reached; and,
- v. The name and telephone number of an available third person who would be knowledgeable of the child's location.
- vi. Address of any hotel/resort/motel/campground they will be staying at (if applicable).

- e. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings,

and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

- f. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available for 5 hours or longer, Unless the parent in custody of the minor child is out of town then this section won't apply. Any party wishing to exercise the first right of refusal is responsible for the transportation to and from.
- g. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall 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.
- h. Miscellaneous Provisions:
 - i. Both parties have the right to know about and attend all school, religious, and extra-curricular activities of our child.

2. SCHOOLING:

- a. Location. The parties agree that the minor child shall attend the Syracuse Arts academy once she starts school and its feeder school(s). Each party will be 50% responsible for any school fees for the minor child.
 - b. Enrollment. If either party wants to move the minor child from Syracuse Arts Academy the parties must both agree in writing before unenrolling the child from this school.
 - c. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, field trips, lab fees, etc.) incurred during the time leading up to and including high school. The parties shall pay the school directly if possible. If it is not possible, 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.
3. DECISION MAKING/DISPUTE RESOLUTION:
- i. Each party shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, we will seek input from treating physicians/educators first. Both of us shall be provided with the input. Also the child shall have a say in these decisions once she is old enough for whatever that decision may be. The parties shall allow for the child's say to take precedent in the event they cannot agree.

- ii. If the parties cannot agree after making a good faith effort to come to an agreed upon decision and with the input from treating physician/educators etc... then each party shall have the opportunity to get their own 2nd opinion from a qualified expert in that field (therapist, doctor, teacher) etc... and each get a copy of that experts opinion to attempt to come to an agreement.
- iii. If the parties cannot agree after that, the parties shall attend one good faith session of mediation prior to bringing the issue before the Court. The party requesting mediation shall pay 60 percent and the other party will pay 40 percent of the mediator's fee.
- iv. However for any motions to enforce this decree, the parties stipulate that a written communication (text, email, letter, etc...) will suffice for any mediation and or alternative dispute resolution requirements under Utah law.

4. CHILD SUPPORT:

- a. That for child support purposes Will's gross monthly income is imputed at \$8,000.00.
- b. That for child support purposes Ambirley's gross monthly income is imputed at \$1,260.00.
- c. That Will's child support obligation to Ambirley is \$351.00 per month.
- d. That the child support obligation shall commence May 1, 2026.
- e. The child support is due ½ by the 1st and ½ by the 15th of each month.

- f. That the child support obligation shall continue until i) the minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school - whichever occurs first.

5. CHILD CARE:

- a. The parties shall each be responsible to arrange for and pay for child care that they incur during their respective parent time.

6. HEALTH INSURANCE:

- a. Code. Both parties shall take reasonable efforts to maintain health insurance on the minor child so long as health insurance is reasonable through their employment. Father is currently providing said insurance through his employment.
 - i. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy.
 - ii. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.
 - iii. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a

step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent

- b. Apportionment of Medical Insurance Premium. The parties shall evenly divide the minor child's portion of the health insurance. This amount may be deducted from any child support payments if desired.
- c. The party with insurance shall provide verification of coverage to the other party upon both the initial enrollment of any child. The party shall notify the other party of any change of insurance carrier, premium or benefits within 30 days from the date of the change and provide an annual updated medical card.
- d. Out-of-Pocket Costs. The parties shall equally divide the minor child's out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the child.
- e. Reimbursement. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within 30 days of payment. The other party shall reimburse their portion within 30 days of receipt of the verification.
- f. Compliance. The party 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 party incurring the expenses fails to comply with this section.

7. CHILD RELATED INCOME TAX DEDUCTIONS:

- a. The parties shall equally share claiming the minor child as a dependent on their taxes. In tax years ending in odd years, Will is entitled to claim the minor child. In tax years ending in even years, Ambirley is entitled to claim the minor child. (Meaning Ambirley gets to claim for the 2026 year – when filing in the beginning of 2027, and Will gets to claim for the 2027 – when filing in the beginning of 2028 and so on).

8. REAL PROPERTY:

- a. Will is awarded the Home's rights, duties and obligations. That the home and real property ["Home"] located at 3067 S Lakeshore Drive Syracuse, Utah 84075, is awarded to Will. They are also assuming all liability, debt and encumbrance associated with the same. They shall hold harmless and indemnify the other party from any liability, debt and encumbrances associated with the same. Will shall pay Ambirley \$22,923 which equates to her one-half portion of the equity. William will pay this equity by doing/taking/giving the following:
 - i. Ambirley will be awarded the 2022 Land Rover Discovery free and clear of Will.
 - ii. William will take all credit card debt.
 - iii. William will take the toy hauler payments over and assume all debt on it (approximately \$30,000 upside down).
 - iv. William will pay Ambirley ½ of his bank account which includes the tax return from 2025 tax year which is currently at a sum of \$9,498.79 – Thus

Ambirley shall be paid \$4,250.00 (*due to \$500 being subtracted for the QDRO see section 17 below*) within 7 days of this Decree being signed.

- v. Ambirley shall be awarded 100% of any of her bank accounts free and clear of Will.
 - vi. Finally, William will pay Ambirley an additional \$400 per month over a period of 12 months to allow her to get through school and pay towards any additional equity out of the home. Will may pay this off early if he so choose, however by the last day of each month he shall have paid a minimum of \$400 to Ambirley starting May 2026 and ending April 2027.
 - vii. In total by doing all of these things Will is paying and or assuming negative debt acquired during the marriage equating to a gross sum of 32,393.75. The parties both acknowledge that this is greater than Ambirley's total awarded equity out of the home but is what the parties both agree to and believe to be fair and equitable.
- b. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

9. PERSONAL PROPERTY:

- a. During the course of the marriage relationship, the parties have acquired personal property. The division shall be as follows:

<u><i>Item Description</i></u>	<u><i>Awarded to:</i></u>
2022 Land Rover Discovery	Ambirley

- b. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.
- c. Will is awarded all the guns, and work tools as they were acquired prior to the marriage.

13. BANK ACCOUNTS:

- a. Will is awarded the bank accounts or other assets not stated herein currently under his control/in his name.
- b. Ambirley is awarded the bank accounts or other assets not stated herein currently under her control/in her name.
- c. If either party is an authorized user, or has their name on the other parties bank account, card, etc... they shall move their name therefrom, and give the other party their card, login, or any other attachment to the account needed to be removed within 30 days of this Decree being signed.

2. DEBTS:

- a. That the parties shall pay any and all debts incurred in their individual name since the parties' separation on January 16, 2026.

<u>Debt Description</u>	<u>Currently Owed</u>	<u>Value (if app.)</u>	<u>Obligation of:</u>
Toy Hauler	\$91,275	\$61,500	Will
Citi Bank Credit Card	\$5,655.68	----	Will
American First Credit Union Credit Card	\$2,505.82	----	Will

Sofa/Couch	\$1,030	----	Will
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- b. Will must take over any financial obligations stated above, including monthly payments, lump sum debts, etc... with Ambirley being held harmless and free and clear of any said debts. Will gets to retain the Toy Hauler the sofa/couch free and clear of Ambirley, as he is taking over the debt associated therewith. If Ambirley's name is associated with any of the debts she shall sign any title, paperwork, or documents necessary to remove her interest and be held harmless for said item within 30 days of the signing of this Decree.
- c. That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.
- d. The payment of the debts set forth above is non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

15. RETIREMENT BENEFITS:

- a. Will is the only party that has retirement benefits at the time of marriage, however Will opened and invested into the only retirement account he has since he was 16 years old, and thus there was approximately \$81,236.24 in the retirement account as of June 2022 which William gets to keep as his pre-marital portion.
- b. Currently there is \$205,940 in Will's retirement account and thus after deducting his premarital portion each party shall receive 50% of the remaining \$124,703.76.

- c. For any QDROs that are needed, Ambirley shall be responsible to pay \$500.00 for the QDRO.
2. ALIMONY: That no alimony is not awarded to either party whether past, present or future.
3. DOMESTIC RELATIONS INJUNCTION: Any injunction that is the result of Utah Rule of Civil Procedure 109 is no longer applicable and is superseded by this agreement.
4. MUTUAL RESTRAINING ORDER:
 - a. Neither party shall commit, try to commit or threaten to commit any form of violence against the other. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse.
 - b. The parties shall refrain from disparaging or speaking negatively about the other party in the presence of the minor child and shall remove the child from the presence of any third party engaging in this type of behavior.
5. MAIDEN NAME: That Ambirley is restored to her maiden name of Lawrence, if she so desires.
6. ATTORNEYS FEES: Each party shall pay their own attorney fees and costs incurred in this matter.
7. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:
 - a. Each party shall immediately deliver all property awarded to the other party in their possession, and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.

- b. Each party shall immediately notify their respective creditors of (1) these terms and (2) the party obligated to each specific debt, and shall make other such reasonable arrangements to implement these terms.
- c. Unless otherwise agreed the foregoing shall be completed within 60 days of the entry of the Decree of Divorce.

END OF DECREE OF DIVORCE.

***** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court *****

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

Ambirley Nicole Wernli
Pro Se

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED April 27, 2026

Farr Cragun & Berube, P.C.

/s/Kaden Bickmore

Kaden Bickmore
Attorney for William Mark Wernli Jr

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Ambirley Nicole Wernli
ambirleywernli@gmail.com

☒ E-Mail
Facsimile
Hand delivery
☒ E-Filed

The foregoing was performed on April 27, 2026.

/s/ Sabrina Burmester

Law Clerk