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**DISTRICT COURT OF THE STATE OF UTAH
SECOND JUDICIAL DISTRICT
DAVIS COUNTY**

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
TYLER T. BOWLES,	Civil No. 224701185 DA
and	Honorable Michael S. Edwards
CARLY N. KIRKHAM.	Commissioner Julie Winkler

THE COURT, having reviewed the Findings of Fact and Conclusions of Law entered herein, and good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. That the bonds of matrimony heretofore existing between Petitioner, TYLER BOWLES, and Respondent, CARLY N. KIRKHAM, be and the same are hereby dissolved.
2. Petitioner Tyler T. Bowles ("Tyler") is an actual and bona fide resident of Davis County, Utah, and was such for at least three months immediately prior to the commencement of this action.

3. Respondent Carly N. Kirkham ("Carly") is an actual and bona fide resident of Davis County, Utah, and was such for at least three months immediately prior to the commencement of this action.
4. The parties' minor child has continuously resided in Utah for at least six months immediately prior to the commencement of this action.
5. The parties married on June 10, 2017, in Davis County, Utah.
6. Certain irreconcilable differences have arisen between the parties, rendering the continuation of their marriage impossible.
7. **MINOR CHILD.**
8. One minor child has been born as issue of the parties' marriage and relationship: P.E.B., born October 2019.
9. The parties are not parties to, nor participants in, any other judicial proceedings in any jurisdiction.
10. The custody and support of P.E.B. have not been raised or adjudicated in any other proceedings in any other jurisdiction.
11. P.E.B. is not subject to any criminal or delinquency proceedings in this or any other jurisdiction.
12. **CHILD CUSTODY AND PARENT-TIME.**
13. The parties shall be awarded joint legal custody of P.E.B. in accordance with the parenting plan set forth *infra*.
14. The parties shall be awarded joint physical custody of P.E.B. on an equal (50/50) basis, with parent-time allocated as follows:

a. **School Year.** During P.E.B.'s regular school year, which is anticipated to last approximately 41 weeks, the parties shall exercise parent-time on a rotating/repeating two-week schedule, during which Carly shall exercise eight parent-time overnights, and Tyler shall exercise six parent-time overnights (totaling 14 overnights, or two weeks).

i. During the first week of the rotating two-week schedule, Carly shall exercise overnight parent-time on Sunday, Monday, Tuesday, and Wednesday. She shall then drop P.E.B. off at school on Thursday morning, and Tyler shall pick her up from school at the end of school that same Thursday. Then Tyler shall exercise overnight parent-time on Thursday, Friday, and Saturday.

ii. During the second week of the rotating two-week schedule, Tyler shall exercise overnight parent-time on Sunday, Monday, and Tuesday. He shall then drop P.E.B. of at school on Wednesday morning, and Carly shall pick her up from school at the end of the day that same Wednesday. Carly shall then exercise overnight parent-time on Wednesday, Thursday, Friday, and Saturday.

School Year Rotating Schedule (excluding holidays and summer)							
	Sunday overnight	Monday overnight	Tuesday overnight	Wednesday overnight	Thursday overnight	Friday overnight	Saturday overnight
Week 1	Carly	Carly	Carly	Carly	Tyler	Tyler	Tyler
Week 2	Tyler	Tyler	Tyler	Carly	Carly	Carly	Carly

- iii. Holiday parent-time, as set forth below, shall take precedence over the standard two-week rotating/repeating schedule and also the summer schedule.
 - iv. Whenever and wherever possible, parent-time exchanges during the school year shall occur at P.E.B.'s school, with the relinquishing party dropping P.E.B. off at school in the morning, and then the receiving party picking up P.E.B. from school in the afternoon.
 - v. If and/or when parent-time exchanges cannot occur at the school as outlined above, the exchanges shall occur curbside at the relinquishing party's home at 7:00 p.m. on the exchange date (Tuesday or Wednesday on non-holidays, or as specified in the holiday schedule below), unless otherwise agreed by the parties.
- b. **Summer Break.** During P.E.B.'s summer break from school, which is anticipated to last approximately 11 weeks, Tyler shall exercise parent-time for 7 of the anticipated 11 weeks (Sunday to Sunday), and Carly shall exercise parent-time for 4 of the anticipated 11 weeks (Sunday to Sunday).
- i. Notwithstanding the holiday parent-time designations for Independence Day and Pioneer Day each year, the parties shall alternate years in which their preference for their allocated summer weeks are scheduled, with Tyler's scheduling preference for his 7 summer weeks taking precedence in even-numbered years, and Carly's

scheduling preference for her 4 summer weeks taking precedence in odd-numbered years.

- ii. The party whose year takes precedence in scheduling summer parent-time shall inform the other party of his or her scheduling preference by April 1 of the given year. Failure to provide a preferred schedule by April 1 shall constitute forfeiture of the party's right for scheduling precedence for that year.
- iii. Notwithstanding the foregoing, the parties shall consider the allocation of Independence Day and Pioneer Day when scheduling summer parent-time, as neither party shall be entitled to schedule his or her summer parent-time during the other party's allocated summer holiday, unless otherwise agreed by the other party.

- c. **Holidays.** The parties shall adhere to the statutory holiday schedule set forth in Utah Code § 81-9-303(15):

<u>Holiday</u>	<u>Holiday Time Period</u>	<u>Even</u>	<u>Odd</u>
MLK Jr. Day	Starts Fri: 9am (no school), school dismissal, or 6pm. Ends following day: school delivery or 8am (no school).	Tyler	Carly
President's Day	Starts Fri: 9am (no school), school dismissal, or 6pm. Ends following day: school delivery or 8am (no school).	Carly	Tyler
Spring Break	Starts 6pm day school dismisses. Ends following day school resumes: school delivery or 8am (no school).	Tyler	Carly
Memorial Day	Starts Fri: 9am (no school), school dismissal, or 6pm. Ends following day: school delivery or 8am (no school).	Carly	Tyler
Mother's Day	Starts 9am Mother's Day; Ends 7pm Mother's Day.	Carly	Carly
Father's Day	Starts 9am Father's Day; Ends 7pm Father's Day.	Tyler	Tyler

Juneteenth	Starts 6pm day before (unless Father's Day, then 9am Day-of). Ends 6pm following day.	Carly	Tyler
Independence Day	Starts July 3rd at 6pm; Ends July 5th at 6pm.	Tyler	Carly
Pioneer Day	Starts July 23rd at 6pm; Ends July 25th at 6pm.	Carly	Tyler
Labor Day	Starts Fri: 9am (no school), school dismissal, or 6pm. Ends following day: school delivery or 8am (no school).	Tyler	Carly
Columbus Day	Starts 6pm day before; Ends 7pm Day-of.	Carly	Tyler
Fall Break	Starts 6pm day school dismisses. Ends following day school resumes: school delivery or 8am (no school).	Tyler	Carly
Halloween	Starts Oct 31: school dismissal or 4pm (no school). Ends 9pm same day.	Carly	Tyler
Veterans Day	Starts 6pm day before; Ends 7pm Day-of.	Tyler	Carly
Thanksgiving	Starts Wed: 6pm or school dismissal. Ends following Mon: school delivery or 8am (no school).	Carly	Tyler
Winter (1st)	Starts day school dismisses: 6pm or dismissal time. Ends Dec 27 at 7pm.	Tyler	Carly
Winter (2nd)	Starts Dec 27 at 7pm. Ends school delivery day school resumes.	Carly	Tyler
Child Birthday	Starts 3pm; Ends 9pm.	Carly	Tyler
Birthday (±1)	Starts 3pm; Ends 9pm.	Tyler	Carly

15. As long as Carly continues to reside within the boundaries of P.E.B.'s current school, or she otherwise relocates to a school district closer to Tyler's residence, her (Carly's) residence shall be designated as P.E.B.'s primary residence for schooling purposes. However, if Carly relocates any further away from Tyler's residence, Tyler's residence shall automatically be designated as P.E.B.'s residence for schooling

- purposes, and if necessary, P.E.B. shall change schools to accommodate the change in primary address.
16. **Virtual Parent-Time.** In the absence of a genuine emergency, the parties shall each be entitled to one telephone call or video call with P.E.B. between 7:30 p.m. and 8:00 p.m. each night during the other party's parent-time.
17. It is recommended, but not ordered, that the parties communicate with each other using a parenting application, *e.g.*, Talking Parents, Our Family Wizard, etc.

PARENTING PLAN

18. The parties may each make minor, day-to-day parenting decisions when P.E.B. is in their care, without having to confer with the other party. However, the parties shall strive for consistency between their two households on issues such as bedtimes, screen time, dating, homework, etc.
19. The parties shall strive to come to agreements on all major parenting issues and decisions to be made concerning P.E.B.'s healthcare, education, religious instruction, body/hair modifications. In so doing, the parties shall thoroughly discuss with each other all such major parenting issues in a polite, courteous and respectful manner, with each party giving due consideration to the other party's perspective.
20. In the event the parties cannot reach an agreement on a major parenting issue between themselves, they shall consult with the appropriate expert(s) in the relevant field (*e.g.*, pediatrician, orthodontist, teacher, principal, etc.) and shall defer to the recommendation of said expert(s). In the event that an expert's recommendation is vague, or different experts make different recommendations, and the parties still

- cannot agree, the parties shall attempt to mediate the issue and sharing the costs thereof equally. If mediation is unsuccessful, either party may bring the issue before the Court for a judicial determination.
21. Notwithstanding the foregoing, in the event of a medical emergency, whichever party is with P.E.B. at the time of the emergency may make critical/emergency decisions without conferring with the other party. However, the party making said decision(s) shall inform the other party of the emergency and decision(s) made as soon as practical.
 22. Each party shall give special consideration to make P.E.B. available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of P.E.B. or in the life of either party which may inadvertently conflict with the parent-time schedule
 23. Each party shall have P.E.B. ready in time for parent-time exchanges.
 24. A party may not interrupt regular school hours for the exercise of parent-time.
 25. A party may not withhold parent-time or child support due to the other party's failure to comply with a court-ordered parent-time schedule.
 26. Each party shall be entitled to access to P.E.B.'s medical records, education records, etc.
 27. The parties shall promptly notify each other of any events for school, church, extracurricular events, etc., and the parties shall each be entitled to attend such events.

28. Each party shall provide the other with the party's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

29. The parties shall each have the right of first refusal to provide surrogate childcare during the other party's parent-time when the other party requires surrogate care for P.E.B. for a period of 4 hours or longer. Accordingly, the party requiring surrogate childcare shall make all reasonable and good faith efforts to offer the opportunity to the other party and for the other party to decline the opportunity prior to engaging a third-party surrogate care provider. In the event that the other party accepts the offer to provide surrogate care, he or she shall provide all transportation pertaining to the surrogate care.

30. CHILD SUPPORT.

31. Pursuant to the Uniform Child Support Guidelines in Utah Code § 81-6-101 *et seq.*, and based on Tyler's gross monthly income of \$8,133.00 and Carly's gross monthly income of \$2,920.00, Tyler shall pay base child support to Carly in the amount of \$269.00 per month, beginning in November 2025.

32. Child support payments shall be collected and disbursed through the Office of Recovery Services.

33. Tyler's child support obligation shall continue until P.E.B. attains 18 years of age or graduates from high school during P.E.B.'s normal and expected year of graduation, whichever occurs later.

34. Child support payments shall be made to the Office of Recovery Services (“ORS”) unless the Parties agree to an alternate payment method.

35. Child support may be modified pursuant to statute.

36. OTHER CHILD-RELATED EXPENSES.

Medical Expenses

37. Tyler shall maintain health insurance coverage for P.E.B., as long as such coverage is reasonably and affordably available to him, and Carly shall reimburse Tyler for half of P.E.B.’s per capita portion of the monthly premiums. Tyler shall provide written proof of the premiums’ cost to ORS, and ORS shall then apply appropriate deductions to Tyler’s child support obligation to account for Carly’s portion of the premiums.

38. Tyler shall provide verification of coverage to Carly, or to the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of P.E.B., and after initial enrollment on or before January 2 of each calendar year.

39. In the event that the parties both obtain health insurance coverage for P.E.B., Tyler’s insurance shall be designated as primary coverage, and Carly’s insurance shall be designated as secondary coverage. Tyler shall also notify Carly, or the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date Tyler first knew or shall have known of the change.

40. If a party remarries and P.E.B. is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent

shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of P.E.B..

41. The parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a child, including co-payments, co-insurance, and deductibles.
42. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within 30 days of payment. The court may deny a parent incurring medical expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with this provision.

Childcare Expenses

43. The parties shall share equally all reasonable work-related childcare expenses for P.E.B.
44. If an actual expense for child care is incurred, a party shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the childcare expense.
45. If the childcare expense ceases to be incurred, a party may suspend making monthly payment of that expense, while the expense is not being incurred, without obtaining a modification of the child support order.
46. A party who incurs childcare expense shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party.

47. The party incurring childcare expenses shall notify the other party of any change of childcare provider or the monthly expense of childcare within 30 calendar days after the day on which the change occurred. The court may deny the party incurring childcare expenses the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring the expenses fails to comply with this provision.

Extracurricular Activities Expenses

48. The parties shall each be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities for P.E.B.

49. TAX EXEMPTIONS.

50. Tyler shall be entitled to claim P.E.B. on his taxes in all odd-numbered tax years, and Carly shall be entitled to claim P.E.B. on her taxes in all even-numbered tax years. However, Tyler's right to claim P.E.B. for a given odd-numbered tax year shall be contingent on his being current on his child support obligation for said given tax year as of December 31 of said tax year. If he is not current on his child support obligation as of December 31, his right to claim any of P.E.B. for that tax year shall automatically revert to Carly.

51. ALIMONY.

52. Tyler shall pay alimony to Carly in the amount of \$231.00 per month for a period of 42 months, beginning November 2025.

53. Tyler's alimony obligation shall automatically terminate early upon Carly's remarriage, cohabitation, or death.

54. Alimony payments shall be collected and disbursed through the Office of Recovery Services.

55. PROPERTY DIVISION.

56. All marital property has already been divided between the parties.

57. ALLOCATION OF DEBTS.

58. The parties shall each be solely responsible for the debts they have each incurred, and they shall indemnify and hold harmless the other party thereon.

59. Neither party shall incur any further debt in the other party's name.

60. MUTUAL RESTRAINING ORDERS.

61. The parties shall be mutually restrained and enjoined from bothering, harassing, threatening or annoying the other party in any manner.

62. The parties shall be mutually restrained and enjoined from discussing issues or disputes regarding child custody, parent-time, or child support with P.E.B.

63. The parties shall be mutually restrained and enjoined from insulting or denigrating the other party in P.E.B.'s presence.

64. The parties shall be mutually restrained and enjoined from engaging or allowing third parties from doing any of the things from which they themselves are restrained and enjoined.

65. ATTORNEY'S FEES.

66. Each Party shall assume their own costs and attorney fees incurred in this action.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE
TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Findings of Fact and Conclusions of Law prepared by counsel shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of July 2026, I sent by United States mail, a true and correct copy of the foregoing **DECREE OF DIVORCE**, first class postage prepaid thereon, to the following:

Tyler Bowles
Petitioner
3354 North 2175 East
Layton, Utah 84040

/s/ Charmaine Christensen
CHARMAINE CHRISTENSEN