

The Order of the Court is stated below:

Dated: July 06, 2026
06:42:37 AM

/s/ L DOUGLAS HOGAN
District Court Judge



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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR TOOELE COUNTY, STATE OF UTAH, TOOELE DEPARTMENT**

**IN THE MATTER OF THE
MARRIAGE OF**

DECREE OF DIVORCE

TYSON BOWDEN,

Petitioner,

Case No: 264300123

and

Judge: Hon. L. Douglas Hogan

ASHLYN BOWDEN,

Commissioner: Renee Blocher

Respondent.

The Petitioner filed his Petition for Divorce on the 26th day of March, 2026. The Respondent filed her Answer on the 27th day of April, 2026. The Petitioner signed a Stipulation and Settlement Agreement on the 27th day of May, 2026 and the Respondent signed a Stipulation and Settlement Agreement on the 28th day of May, 2026.

The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

1. The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court

JURISDICTION

2. The Petitioner was for more than three (3) months prior to filing this action an actual and bona fide resident of Tooele County, State of Utah.

3. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. § 78A-5-102 and UTAH CODE ANN. § 30-3-1.

GROUND

4. Petitioner and Respondent were married on the 7th day of May, 2016, in San Diego City, San Diego County, state of California.

5. During the course of the marriage, the parties have encountered difficulties that have made the continuation of the marriage impossible.

CHILDREN

6. There have been three (3) children born as issue of this relationship and marriage, to wit: C.B., born April, 2019, G.B., born January 2021, and L.B., born May, 2023.

CHILD CUSTODY AND PARENT-TIME

7. The parties are fit and proper parents and shall be awarded the joint physical and legal care, custody and control of the minor children with the parties to exercise their

parent-time as they may agree. If said parent-time cannot be agreed upon by the parties, parent-time shall be as outlined in the Parenting Plan.

PARENTING PLAN

PHYSICAL RESIDENCE & SCHOOL RESIDENCE

8. Both parents agree that the children's primary physical residence shall be designated with Mother for residency purposes. The designated primary physical residence address shall be used for all official forms related to medical care, and extracurricular activities.

9. Both parents agree to designate the mother's residence as the primary address for K-12 education, and such address shall be used for all official forms related to school and school activities and such parent will be responsible for signing the children up for school registration each year. This decision is made in the best interest of the children, ensuring consistency in their daily life and activities.

REMOVAL OF CHILDREN

10. Neither parent shall remove the children permanently from their primary residence in the State of Utah without first obtaining written consent from the other parent or securing approval of the court with jurisdiction.

GENERAL RELOCATION AGREEMENT

11. Both parents shall remain within a sixty-five (65) mile radius from Tooele, Utah. Parents may move an unlimited number of times within this radius while adhering to the address notification agreement.

Moving Within the Established Radius:

12. Both parents shall notify each other of their current address within ten (10) days of moving (within the established radius) and before the children sleep at the new address.

Moving Outside the Established Radius:

13. If either parent wishes to relocate beyond the established radius, said parent shall request permission of the other parent beforehand, provide at least 60 days written request, including: date of the move, new address, and reasons for the move. The non-moving parent has 7 days to respond to the relocation request. If such relocation impacts the children's school residency, a mutual agreement between the parents is required. If an agreement can't be reached, both parents shall participate in mediation before seeking court intervention, with the cost of mediation shared equally unless the relocating parent agrees to cover the expenses. The relocating parent is responsible for initiating mediation requests and shall communicate via Our Family Wizard. If a relocating parent moves more than sixty-five (65) miles away from the other, that parent shall be responsible for the transportation for exchanges.

Reopening of Issues:

14. Both parents understand that this relocation process can reopen issues including the parenting schedule, child support, allocation of parental responsibilities, and primary residence.

JOINT CUSTODY & DECISION MAKING

15. Both parents agree to share joint responsibility for making major decisions concerning their children. Both parents have outlined certain decisions throughout this agreement. Parents agree that all significant decisions listed below (*that are not determined throughout this agreement*) shall be discussed by both parents before a major decision can be made. Both parents agree to communicate respectfully, giving each other the opportunity to express his/her opinion on major decisions not already outlined in this agreement. Both parents shall, when applicable, use information provided by a specialist in the field relative to the issue at hand to help make a decision in the best interest of the children. Discussions will take place via Our Family Wizard. If, after detailed discussion, the parents cannot reach an agreement on any of the major decisions involving the children, either outlined in this document, or otherwise, the father shall act as tie-breaker for the final decision.

Medical Decision:

16. Choice or Change of Medical Providers, including but not limited to: Physicians, Surgeons, Optometrists, Dentists, Orthodontists, Therapists (including psychological, psychiatric, and counseling services), Chiropractors, Acupuncturists, and any providers with a medical certification.

17. Medical Care and Procedures, including but not limited to: Major medical care and surgeries (e.g., major or minor surgery, elective treatments); Prescription medications; Vaccinations; Any medical procedure requiring hospitalization or outpatient surgery; Dental and orthodontic work; and Glasses or contacts

18. Therapies and Mental Health, including but not limited to: Psychological or psychiatric treatment or counseling; Physical therapy; Occupational therapy; Speech therapy; and Rehabilitation Services.

19. Over-the-Counter Sleep Aids, including but not limited to: Use of melatonin or other over-the-counter sleep aids for the children

20. Health & Safety: Body piercings or any other permanent body alterations; Decisions related to contraception and sex education; and Gun or weapon use and ownership

Educational Decisions:

21. Schooling and academic decisions include choice or change of schools (primary, secondary, special education services, including IEP (Individualized Education Program) or 504 plans, special tutoring or supplemental education (e.g., AP classes dual credit courses) and Driver Education.

Extracurricular Activities Decisions:

22. School-related extracurriculars including, but not limited to, selection of school-related extracurricular activities, instruction, camps, and training. Non-school related extracurriculars including, but not limited to, choice of non-school-related extracurricular activities, instruction, camps, training, and whether or not children may engage in employment (W2) during the school year. Summer extracurricular activities include selection of summer camps that impact both parents' parenting time or summer camps that parents agree to equally split the cost of.

Religious Decisions:

23. Religious involvement including Baptism or other religious commitment ceremonies, associations, and mission trips or similar religious endeavors.

Miscellaneous:

24. Any actual or potential litigation on behalf of the children.

Withholding of Reasonable Consent:

25. Both parents shall act in good faith and prioritize the children's best interest when making decisions not outlined herein. Neither parent may unreasonably withhold consent regarding the children's health, education, activities, or travel. If consent is withheld, a written explanation shall be provided within 48 hours. Unreasonable withholding includes: (1) refusal without a child-focused reason, (2) failure to respond in time, or (3) denial based solely on conflict with the other parent. If no agreement is reached, the father shall have final say. The Mother shall use the dispute resolution process in this plan before seeking court intervention, unless there is an emergency.

Day-To-Day Decisions:

26. During their parenting time, each parent has the autonomy to make day-to-day decisions regarding the children's routine and activities without needing approval or notification to the other parent. Such day-to-day decisions include, but are not limited to, minor medical treatment and over-the-counter medications, bedtimes, daily routines, homework assignments (ensuring school assignments are timely completed), chores, selection of clothing (ensuring it's appropriate in size and appropriate for both the weather, occasion, planned activities, and meets dress code requirements), minor disciplinary actions (e.g., time-outs, loss of privileges), meals, food, diet, hygiene (ensuring regular bathing, grooming, and dental care), curfew, electronic devices, social interactions and attendance to friend/classmates' birthday parties.

27. For the purposes of this Parenting Plan, "minor medical treatment" refers to routine, low-risk care that does not require hospitalization, surgery, emergency intervention, or result in long-term or permanent consequences. Examples include, but are not limited to:

- i. Ill-child appointments;
- ii. Administration of over-the-counter medications for minor illnesses or conditions (e.g., fever, cold, allergies);
- iii. First aid for minor cuts, scrapes, or bruises;
- iv. Routine prescription refills for ongoing, non-emergency conditions.

2. Either parent shall authorize minor medical treatment for a child without prior consent from the other parent. Both parents shall notify each other of any minor medical treatment administered as soon as reasonably possible.

3. These decisions are part of normal parenting responsibilities and may vary between households. Both parents agree to respect each other's choices and boundaries, acknowledging that household routines and practices may differ. Neither parent shall criticize or undermine the other's decisions in front of the children, as long as those decisions do not affect the children's well-being or conflict with the terms of this agreement.

Clothing/Belongings:

28. Children shall not live out of a travel bag coming from one home as both parents agree to provide their own appropriately fitting clothing, shoes, seasonal attire, and hygiene products for the children at their own expense while the children are in their respective homes. Both parents are committed to ensuring that the children have and wear seasonally appropriate clothing.

29. If a parent or the children misplace or forget an item from the other home, a written request to return the item shall be sent via Our Family Wizard and the item shall be returned/replaced within 14 days of the request.

30. Each parent is responsible for ensuring that all practice gear and extracurricular attire is washed and ready for the children to take to the other home after each parenting time.

31. Specialty items belonging to each household, or gifted by friends or relatives of such household, shall remain in the care of that household.

Discipline:

32. Both parents agree to use gentle parenting techniques, including: Loss of privileges; implementation of consequences; and avoid physical or verbal punishment on the children. Both parents agree that each household shall discipline as deemed appropriate within these guidelines.

33. Both parents agree to inform each other if children harm a third party, show extreme disrespect towards another individual, or participate in any illegal activity.

Children Illness:

34. Both parents agree to notify the other via Our Family Wizard within 2 hours of the onset of illness or injury if the children fall sick or are injured during their parenting time. If the children require staying home from school due to illness, the parents agree to notify the other the same day via Our Family Wizard.

35. For purposes of this Parenting Plan, “illness” refers to a physical or mental health condition that temporarily affects a child’s normal functioning and may require medical attention, rest, or treatment, but does not rise to the level of an emergency or serious medical condition. Illnesses include a fever over 100 degrees, vomiting, or other physical or mental health condition requiring staying home from school.

36. For purposes of this Parenting Plan, “injury” refers to physical harm to a child caused by an accident or incident, which requires medical evaluation but does not require emergency medical intervention or hospitalization.

37. Each parent shall provide necessary medically prescribed medication and care instructions at the time of an exchange, along with the time of last consumption to ensure continuity of care and refill arrangements. If any over-the-counter medications are given, a list detailing the medication, dosage, and time of last consumption shall be provided before the exchange.

38. In the event of any emergency health circumstances requiring a trip to the Emergency Room, parents shall inform each other of any emergency health circumstances either immediately or within 2-hours.

Social Interactions and Birthday Parties:

39. Both parents agree to encourage and to facilitate the children’s attendance at

friends' and classmates' birthday parties and similar social events, when possible, regardless of who has parenting time during the event. The parent with the children during the event is responsible for deciding if the children will attend, purchasing an appropriate gift and providing transportation to and from the event.

40. The other parent shall not interfere with or discourage the children from attending such events during the other's parenting time. If either parent receives an invitation for the children to attend an event that falls during the parenting time of the other parent, the invitation and event details shall be shared with the other parent via Our Family Wizard the same day the invitation is received.

Safety / Content Access:

41. In the interest of children's safety and to ensure children do not have access to immoral or inappropriate materials, parents agree to:

- i. Parental control devices to restrict access to such materials on computers, tablets, or televisions in their home.
- ii. Never use immoral or inappropriate materials in the presence of a child, or make avail to be viewed by a child.
- iii. Not permit a child to access or have social media accounts until said child enters 9th grade.
- iv. Use Common Sense Media (or a similar agreed upon service or app) to gauge what content is age-appropriate for children.
- v. Parents agree to monitor friendships, including vetting friends' families before playdates. The parents agree the children shall not attend friend sleepovers outside of their respective homes.
- vi. If children have a cellular phone, both parents shall have passcode access to the children's phone. The phone will accompany the children to each household, school, extracurricular activities, and work. Limitations on apps and accessibility will depend on the parent with parenting time. Each parent can manage phone use at their discretion, but the children shall have access to contact the other parent.
- vii. Both parents agree that, if weapons or guns are present in their residence, to store any and all weapons and/or guns in a locked safe (with a key pad or fingerprint lock) out of reach of the children and to lock up ammunition separately from firearms.

2. During parenting time, each parent agrees to:

- i. Refrain from consuming alcohol to the point of impairment while responsible for the children.
- ii. Abstain from any alcohol or drug use before and during the operation of a motor vehicle with the children present.
- iii. Ensure anyone transporting the children abstains from any alcohol or drug use before and during the operation of a motor vehicle with the children present.
- iv. Avoid the use of any illegal drugs or misuse of legal substances around the children.
- v. Limit any use of over-the-counter or prescription medications that

- impair judgment, alertness, or ability to safely supervise the children, unless medically necessary and taken as prescribed.
- vi. Ensure that alcoholic beverages and medications are securely stored out of the children's reach.

EMERGENCY MEDICAL DECISIONS

42. Emergency medical decisions pertain to urgent situations that affect the immediate health and safety of the children and require emergency medical attention. If an emergency medical decision needs to be made before the other parent can be contacted, such parent, including any third party, who is with the children requiring emergency care, is authorized to make the necessary emergency decisions, including heading to the hospital.

Notification:

43. The parent making the emergency decision must inform the other parent of the nature and extent of the emergency as soon as possible, and no later than 2 hours after the decision has been made. This notification should be sent via:
- A phone call with voicemail (if no answer); or
 - Message using Our Family Wizard stating "EMERGENCY" at the beginning of the correspondence; or
 - A third party may also be used to communicate this information immediately, if necessary.

Hospital Protocol:

44. Upon initial visit, if both parents arrive at the hospital at the same time, only the two parents shall be permitted in the room with the children. No additional third parties shall be allowed in the initial visit unless previously agreed upon by both parents. The parents shall alternate their presence with the children, changing every hour. When medical updates are provided, both parents shall be allowed in the room if hospital policy permits. If only one parent is permitted during the medical update due to hospital policy or the absence of the other parent, that parent shall notify the other parent within one (1) hour of receiving the update via Our Family Wizard.
45. During each parent's individual time with the children, their respective third parties shall be allowed in the room with them, provided this is in accordance with hospital policy.
46. In the event a child requires long-term care at the hospital, the parents agree to follow their existing parenting time schedule unless they reach an alternative agreement. If the child is thirteen (13) years of age or older and requires long-term care, the child shall have the opportunity to express their preference regarding who they would like to have present during wake hours.

PARENT TIME SCHEDULE

General Scheduling Terms:

47. The receiving parent shall pick up the children to begin his or her parenting time at Pony Express Pull out, Vernon Utah if exchanges are not occurring at school, childcare, or an extracurricular activity. Both parents may use another party (including childcare provider, relatives, significant others, etc.) to transport children to execute exchanges on behalf of a parent.

48. In the event of a scheduling conflict, the following priorities shall be observed:

- i. Holiday Schedule
- ii. Mentioned Break (Winter Break)
- iii. Vacation Time
- iv. Routine Summer Parenting Schedule
- v. Routine Parenting Schedule

49. Both parents agree that the children cannot be left unsupervised at any time until they reach the age of 10 or another mutually agreed-upon age. Additionally, the children shall not be left unsupervised overnight at any age. The children shall have access to a device for emergencies when home alone.

50. Each parent shall be solely responsible for any and all costs associated with childcare during their parenting time. Children may attend daycare until school age, a before- and/or after-school program, and summer camps during their own parenting time without approval from the other parent. In the event parents share a childcare provider, or an agreed-upon camp impacts both parents' parenting time, and such provider/camp requires a registration/application fee, then the parents will equally share the cost of said fee. If a parent requests care from the other parent, this request for care is not considered a 'swap' of parenting time; the parent requesting care shall forfeit their scheduled time.

51. Both parents shall have access to the provider's name, availability of care hours, contact information, and fees associated with the service.

52. Both parents acknowledge that, due to their work, travel schedules, and personal commitments, there may be times when the scheduled parent is unable to care for the children. Each parent shall first seek care from their own individuals before reaching out to the other parent. Each parent may utilize their own individuals for a maximum of 48 hours. If care is needed for more than 48 hours, the parent in need shall contact the other parent to invoke the Right of First Refusal. This request for care is not considered a swap of parenting time; the parent requesting care shall forfeit their scheduled time. Parents agree to respond to requests for the Right of First Refusal within 2 hours of receiving the written request through Our Family Wizard. If no response is provided within this timeframe, the requesting parent shall proceed with finding care for the children as outlined in this agreement.

General Transportation & Timeliness Terms:

53. Both parents commit to ensuring the children follow all state transportation laws/guidelines whenever the vehicle is in motion; including but not limited to providing a state-regulated safety seat for the children; and removing the children's winter coat before placing them in the safety seat.

54. Both parents acknowledge that being late should be the exception rather than the rule. Therefore, timely pickups and drop-offs are expected.

55. Both parents acknowledge that arriving more than 5 minutes early is disruptive to the other parent's time.

56. If a parent anticipates being late, they shall inform the other parent via Our Family Wizard.

57. If a parent is more than 15 minutes late picking up the children without prior notice, the parent with the children shall proceed with their plans for the day/evening. The late parent shall accommodate the other parent's schedule and may need to meet at an alternate location or time and any lost parenting time shall be forfeited.

58. If the parent dropping off the children is more than 15 minutes late, their next pickup time shall be adjusted equally to account for the delay at drop off.

59. If a parent is late 10 times within 6 months, both parents agree to reassess the pick-up and drop-off time and agree to adjust the pick-up and drop-off time amicably between the parents; if an agreement cannot be reached the parents shall update formally through mediation or court approval.

Routine Parenting Scheduling:

60. In developing the parenting schedule, both parents have considered the children's evolving developmental needs and abilities, as well as their own work responsibilities. "Parenting Schedule" refers to the periods during which each parent is responsible for the children's caretaking functions and daily decision-making.

61. The agreed upon Routine Parenting Schedule is as follows:

i. FATHER shall have routine parenting time every week from Thursdays beginning at 4:15pm and ending Sundays at 6pm.

ii. MOTHER shall have routine parenting time every week from Sundays beginning at 6pm and ending Thursdays at 4:15pm.

iii. The agreed upon routine parenting time is illustrated as follows in Table A.

<i>TABLE A - ROUTINE PARENTING SCHEDULE (year-round)</i>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mother	Mother	Mother	Father at 4:15pm	Father	Father	Father until 6pm
Week 2	Mother	Mother	Mother	Father at 4:15pm	Father	Father	Father until 6pm

Routine Summer Parenting Schedule:

62. Parents agree to follow the same Routine Parenting schedule.

Holiday Schedule Priority:

63. The following holiday schedule takes priority over the routine and summer parenting schedules and cannot be disrupted by vacation time.

64. Parents agree to the following with respect to the agreed-on Holiday

Schedule as outlined below in *Table B*:

- a. The Holiday Schedule is designed to be split 50/50 between the parents.
- b. Any teacher in-service days or holidays that are not designated within the Holiday Schedule shall follow the Routine (Summer) Parenting Schedule.
- c. Child birthdays shall follow the routine parenting schedule. The parent without the child shall call or facetime between 4pm-5pm.

Table B

HOLIDAY	TIME	ODD YEARS	EVEN YEARS
EASTER WEEKEND	Friday 8am – Sunday 6pm	Mother	Father
SPRING BREAK	Follow the Routine Summer Parenting Schedule	-	-
MOTHER’S DAY	Friday 8am – Sunday 6pm	Mother	Mother
MEMORIAL DAY	Friday 8am – Monday 6pm	Mother	Father
FATHER’S DAY	Friday 8am – Sunday 6pm	Father	Father
JUNETEENTH	Follow the Routine Summer Parenting Schedule	-	-
4TH OF JULY	July 3rd 8am – July 5th 8am	Father	Mother
LABOR DAY	Friday 8am – Tuesday 8am	Mother	Father
HALLOWEEN	Oct. 31 8am – Nov. 1 8am	Father	Mother
THANKSGIVING part 1	Wednesday 8am – Friday 8am	Mother	Father
THANKSGIVING part 2	Friday 8am – Sunday 6pm	Father	Mother
1st PART WINTER BREAK (Includes CHRISTMAS EVE / CHRISTMAS)	Immediately following school dismissal on the last day of school preceding winter break until December 26th at 10am	Father	Mother
2nd PART WINTER BREAK (INCLUDES NEW YEARS EVE / NEW YEARS DAY)	December 26th at 10am until 6pm the day before school resumes from winter break	Mother	Father
MOTHER’S BDAY	Follow the Parenting Time Schedule. Facetime the morning of between 8am to 10am	Mother	Mother
FATHER’S BDAY	Follow the Parenting Time Schedule. Facetime the morning of between 8am to 10am	Father	

Life Cycle and Rite of Passage Events:

65. A family life cycle or rite of passage event shall include occasions such as extended family birthdays, weddings, funerals, baptisms, bar/bat mitzvahs, reunions, retirements, graduations, or similar events.

66. Both parents agree that if a family life cycle or rite of passage event occurs during the other parent's Routine (Summer) Parenting Schedule, the parent currently exercising parenting time shall make reasonable effort to accommodate the children's attendance and participation via a swap. The parent requesting the swap is responsible for all travel at the beginning and end of the swap, unless agreed otherwise. The priority is to allow children to engage in as many extended family activities as possible. Parents shall comply with the Swap Policy regarding these events.

67. Both parents acknowledge that the children will not be able to attend every event. Parents shall strive to plan their own significant events during their respective parenting time.

Swap Policy:

68. Parents may submit reasonable requests for routine (summer) parenting schedule changes during non-routine (summer) parenting time periods events in writing via Our Family Wizard if requested thirty (30) days in advance of such requested change, except in the case of funerals. Funerals shall require as little as 3 days' notice but are limited to close family members only. While not all requests may be granted, both parents agree to be flexible to enable the children to participate in extended family activities when possible. In cases where an exchange of time is requested and appointed, then any agreed upon accommodations made to allow the children to attend these events will be treated as an equal exchange of routine parenting time within 14 days of the swap. The parent requesting the swap with the children must arrange for pick-up and adhere to the Transportation provisions outlined in this agreement.

TRAVEL

69. Both parents agree that the children shall participate in travel with each parent during each parent's designated Holiday Time, Routine Summer Parenting Schedule, Routine Parenting Schedule, and vacation time. The children may miss school for up to two (2) days, per parent, per semester for travel if the children are in good academic standing (passing all classes with a C or above). Both parents shall strive to coordinate travel around the children's junior high and high school extracurricular activities, with priority given to team sports and camps when the children are in high school.

Vacation Time:

70. Each parent is entitled twenty-one (21) days of vacation time with the children each year. Parents shall schedule vacation days in increments of no less than three (3) consecutive days, and no more than fourteen (14) consecutive days at a time; however, such consecutive days must not impact the other parents' designated Holiday Schedule.

71. If a parent's vacation results in the other parent losing routine (summer) parenting time, it shall not be made up.

72. Any vacation time not used in a calendar year shall not roll over to subsequent years.

73. Vacation time starts at 8am on the first day and ends at 8am the morning after the last day, unless agreed otherwise. Vacation days shall be counted as whole days and not partial days. One vacation day is defined as 8am until the following day at 8am.

74. A minimum of 30 days' notice shall be provided via Our Family Wizard for any vacation plans. An itinerary shall be shared as outlined in this agreement.

75. Vacation time shall be scheduled first come, first served. The parent who notifies the other of their vacation dates shall have priority for vacation selection. In the event both parents notify each other on the same day and time, and dates overlap, priority is as follows: Mother has priority in even-numbered years; Father has priority in odd-numbered years.

Travel with Extended Family / Friends:

76. The children may travel with extended family without a parent present, provided it does not interrupt the other parent's routine parenting time. If it does interfere, that trip shall count as vacation time for the parent whose family the children are traveling with.

77. The children may travel with friends without a parent present with both parents' approval; this does not count as a vacation for either parent, and routine (summer) parenting time lost shall not be made up.

Travel Out-of-State / Country:

78. Either parent may travel within the United States with the children during their designated parenting time. Either parent may travel out of the country with the children during their parenting time, provided the destination is a Hague Convention country not subject to a U.S. State Department alert or warning. Travel is prohibited if an alert or warning is issued after tickets are purchased. Parents agree to provide the following notice for travel out-of-state or out-of-country:

- a. Overnight out-of-state travel with the children requires the traveling parent to provide written notice to the other parent via Our Family Wizard within twenty-four (24) hours of the overnight.
- b. The parent wishing to travel outside the U.S. shall provide 60 days' written notice to the other parent via Our Family Wizard.
- c. Each parent shall provide an itinerary prior to departure; if traveling out of the country and/or using vacation time, such itinerary shall be provided via Our Family Wizard seven (7) days prior to departure. The itinerary shall include: city, state, and country, details of the hotel, resort, or residence, and flight details, dates, and times.

d. Each parent agrees to provide requested, necessary documentation to the other parent for the other parent to take the children out of the country, including proof of a return ticket prior to departure. The requested, necessary documentation shall be returned to the requesting parent 30 days prior to departure.

Passport Access / Responsibility:

79. Each parent shall have access to the children's passport. The Father shall be the responsible parent and shall provide the passport to the other parent within 15 days of the departure of the trip. The traveling parent shall return it within 15 days of use or within 15 days of a trip's conclusion.

80. Parents acknowledge the children have valid passports. Renewals shall occur at least 180 days before expiration, with fees split equally.

81. The parent in possession of the passport shall keep it safe. If lost or damaged while in either parent's possession, the parent in possession of the passport when lost or damaged shall cover the costs of obtaining a new passport, and both parents shall work together to replace it within 60 days.

MEDICAL

Appointment Responsibilities:

82. Both parents agree that the Mother shall be responsible for making all annual appointments for the children. Parents agree not to schedule appointments during the other parent's parenting time without prior approval. The parent who makes the appointment shall inform the other parent within 3 days of booking the appointment, or immediately if the appointment is within 3 days, via Our Family Wizard about the appointment details, including: date, time, provider's name, and reason for the appointment. If the other parent cannot attend, they may follow up with the medical professional or the attending parent via Our Family Wizard. Alternatively, the attending parent shall follow up with the other parent regarding the appointment outcome within 48 hours. If the appointment is a routine exam with no change in health status and no follow-up needed, further communication is not necessary.

83. The parent exercising parenting time shall be responsible for transporting the children to and from appointments. Both parents shall attend the appointment; however, only the parent with parenting time at the time of the appointment shall be allowed back to the room with the children. The other parent shall wait in the waiting area. Once a child reaches 13 years of age, then if said child has a preference regarding which parent is in the room, that parent shall accompany the children.

Provider Communication:

84. Each parent shall inform the other within 3 days of contacting any potential or current health-related provider for the children, which includes shopping for a new provider; making, canceling, or rescheduling appointments; and anything that may require a nurse's or doctor's note. If the making/canceling/rescheduling of an appointment is within 3 days, then the parent shall inform the other parent immediately.

HEALTH INSURANCE COVERAGE

85. The Mother shall be responsible for maintaining health insurance coverage for the children, which includes medical, dental, vision, and psychological needs. The premium for health insurance shall be split equally between the parents. In the event the responsible parent loses health insurance coverage or is unable to provide it due to unemployment, said parent shall find temporary new coverage or COBRA for the children until a parent can permanently provide new coverage. The costs of emergency coverage shall be split equally until a cheaper policy is found. Coverage for the children shall continue until the child reaches the age of 26, or is gainfully employed with health benefits, whichever comes first. All co-pays, deductibles, uninsured costs, and agreed-upon cosmetic procedures shall be split equally between the parents.

Out-of-Network Providers:

86. Both parents agree to discuss any provider that is out-of-network before making a decision. If one parent approves the out-of-network provider but the other parent disagrees, the initiating parent shall be responsible for 100% of the cost unless there are no in-network providers available.

Health Maintenance:

87. The children shall have an annual wellness visit with a pediatrician or primary care physician. The children shall be evaluated by a physician as necessary, or within 48 hours of either parent's request. Prescription medication shall be administered exactly as written. The parent filling the prescription shall ensure that the other parent is provided with sufficient medication to adhere to the prescribed regimen. Medications shall be transported in a pharmaceutical container. Only the physician or facility that diagnosed the special care requirement shall prescribe medication, treat, or monitor specialty care.

Dental Care:

88. The children shall have a dental checkup and cleaning every 6 months, or as recommended by the dentist. All routine dental work (cleanings, fillings, extractions, x-rays, fluoride) shall be split equally between the parents. Wisdom teeth removal and any major medically necessary orthodontic work shall be divided equally between the parents.

Vision Care:

91. The children shall have a vision screening at least once per year, or as recommended by the child's primary care provider and/or optometrist. The cost for the first pair of glasses or a contact lens package within the preceding 365 days shall be shared equally. The cost of repairs or replacements for a second or subsequent pair of glasses or contacts shall be the responsibility of the parent who had parenting time at the time of the incident or loss.

Therapy:

92. If the children are currently enrolled in therapy, they shall remain in therapy until the therapist or both parents recommend termination. If professionally recommended (child's pediatrician, medical specialist, teacher, counselor, etc.), neither parent can deny the children's participation in psychiatric care. The children can participate in psychiatric care with approval from only one parent. The parents agree to split therapy costs equally. If the children require inpatient or outpatient rehabilitation, both parents shall split the costs equally outside of insurance coverage.

PRIMARY, MIDDLE AND HIGH SCHOOL EDUCATION

Encouraging Academic Success:

93. Each parent shall encourage good school performance and make necessary modifications to bedtime and morning routines to support the children's academic success. Each parent shall be responsible for ensuring that the children complete school assignments while in their care. Assignments are expected to be completed in a timely manner. Parents shall ensure the children arrive at school on time and stay for the duration of the school day, unless listed otherwise in this agreement or the children are ill.

School Communication:

94. If the school needs to contact a parent regarding issues outside standard pickup/drop-off (e.g., illness or behavior), the receiving parent shall inform the other parent of the nature of the phone call via Our Family Wizard within 2 hours.

a. The parent whose parenting time occurs at the end of the school day shall be responsible for care during early dismissals or half days. If that parent is unavailable, they shall arrange for care.

b. In the event the school allows only one time slot for a child's Parent/Teacher Conferences, then the Mother shall attend in odd-numbered years for all of the children, and the Father shall attend in even-numbered years for all of the children. In the event the school allows two time slots for all of the children's Parent/Teacher Conferences, then parents shall attend Parent/Teacher Conferences separately with the children's teachers, unless otherwise agreed. Each parent shall be responsible for signing up for their own appointments with each teacher if attending separately.

High School Academic Opportunities:

95. The parents agree that the children shall strive to take Advanced Placement (AP) classes and/or dual-credit courses when available during high school if recommended by a child's teacher and/or counselor, or if the child wishes. The parents agree that the children shall take driver education classes upon reaching 15 years of age. Both parents shall participate in college or trade school visits with the children during each parent's respective parenting time.

School-Related Costs:

96. Both parents agree to split school-related costs equally, which may include but are not limited to: School registration fees; classroom teacher requirements; programs; technology fees; foreign language fees; field trip expenses; uniforms; school given computers; tablets; books; lab fees; summer school; driver education fees; AP classes/exams; dual-credit courses; and scholarship applications.

a. Both parents agree that summer school may be necessary if it is in the best interest of the children and is recommended by a parent, and supported by teachers. Both parents shall ensure the children attend summer school courses, if enrolled. Once the children enter high school, they may opt to take college-level courses during the summer to get ahead. Said courses shall be split equally between the Mother and Father.

b. Both parents agree to equally share costs for Senior related expenses and cap and gown for graduation. For graduation, if tickets are allotted then each parent and the child's full biological siblings shall have the right to receive a ticket first and any remaining tickets shall be split equally between the parents.

Post-High School Education:

97. Both parents agree to provide any required financial details to the child by January 1st of the child's 11th grade year, to ensure any applications for financial aid can be completed promptly.

EXTRACURRICULAR ACTIVITIES

Activities:

98. Both parents recognize the importance of being actively involved in their children's extracurricular activities, whether they are school-related, non-school-related, or social. To support their children's development, both parents agree to encourage participation by attending public activities whenever possible, promote the children's social engagement in various activities, support children's participation in activities by facilitating the schedule through the court-appointed parenting app, and acknowledge that parenting time may naturally be impacted as children become involved in more activities. If a parent is unable to coordinate transportation to an agreed-upon activity, such parent shall use their best efforts to ensure the children do not miss events, including coordinating with the other parent for assistance.

99. For purposes of this Parenting Plan, an "extracurricular activity" means any organized, structured activity in which a child participates outside of regular school hours or standard academic curriculum. Extracurricular activities may include, but are not limited to, athletic programs, clubs, lessons, teams, competitions, camps, music or arts instruction, tutoring, or similar programs that require a commitment of time, attendance, or financial expense.

100. Parents agree that the children can engage in up to two (2) school activities at a time; and one (1) extracurricular activity outside of school, unless both parents agree to additional activities.

101. Both parents agree that the children shall be able to manage activities alongside school-related academic responsibilities. A parent may enroll the children in additional activities that do not impact the other parent's parenting time; the enrolling parent shall be solely responsible for transportation and payment of all expenses.

102. Both parents agree to split the cost of extracurricular activities equally 50/50. Expenses may include, but are not limited to: Registration fees; Monthly fees; Coaching fees; Player hotels and travel costs; and Equipment, materials, lessons, and apparel.

Travel Sports:

103. Both parents shall agree before the children may participate in year- round travel sports. The following non-travel-related costs for travel sports will be shared equally 50/50, including: registration fees; monthly fees; coaching fees; and equipment, materials, lessons, and apparel. The parent with the children at the time of travel is responsible for travel costs associated with the children and accompanying the children during travel for sports. If one parent does not want to take the children to a travel sport, that parent forfeits their parenting time for the duration of the trip if the other parent can take the children to the travel sport. For mutually agreed-upon lessons related to travel sports, parents will split the cost and transportation.

Children's Employment:

104. Both parents agree that the children shall be able to maintain schoolwork and extracurricular activities to be employed. Both parents agree the children may be employed once the children reach the age of 16 and hold a valid driver's license. Both parents realize a child's employment will impact their parenting time and any lost parenting time shall not be made up.

105. Earnings made by the children shall be deposited into an individual account or exchanged for cash. Funds in the children's account will be used at the discretion of the child and with guidance from the parents. The earnings shall not be used toward living expenses, utilities, or other expenses outlined in this document, unless otherwise stated.

RELIGION

Faith/Spiritual Practice:

106. Each parent is free to encourage the children to participate in religious services and activities during their respective parenting time. The Church of Jesus Christ of Latter-day Saints shall be the designated religion of the children and the children shall be permitted to take part in all religious ceremonies associated with the designated religion. If the children are scheduled to participate in a major religious ceremony, then the scheduling parent shall provide 7 days' notice to the other parent to allow attendance.

GENERAL RULES OF COMMUNICATION & CONDUCT

Standard Communication:

107. All Standard Communication shall take place between the parents via Our Family Wizard, unless noted otherwise, between the hours of 8am and 8pm. Standard communication is any communication not requiring a response within the urgent and/or emergency time frame stated below. Not all standard communication requires a response.

108. Future decisions not mentioned in this plan, regarding the children's education, extracurricular activities, health, and religion shall be communicated via Our Family Wizard to ensure proper documentation and organization.

109. Questions posed within standard communication guidelines regarding the children's safety and/or health must be responded to within 48 hours.

110. Any verbal discussions that result in decisions or changes shall be documented through the parenting app to ensure accuracy and record-keeping.

Urgent Communication:

111. Urgent communication shall be reserved for time- sensitive health-related matters or time-sensitive transportation situations. Urgent communication shall state "URGENT" at the beginning of the correspondence.

This communication shall take place via Our Family Wizard with responses expected within 6 hours. If an immediate response is required due to circumstances, such circumstances must be included in the message and a specific timeframe/deadline must be included in the correspondence.

112. Both parents shall attempt to minimize the use of urgent messages. Notifications for messages through the parenting app must be enabled for both parents. If a parent does not respond within the specified timeframes for standard or urgent communication, the requesting parent shall make decisions independently, documenting the lack of response in the court-appointed parenting app.

Emergency Communication:

113. Emergency communication is defined as requiring immediate attention or action regarding the mental or physical health of the children or transportation issues that need immediate attention/action. In cases requiring emergency communication, a phone call is necessary and a voicemail shall be left if there is no answer. The parent shall follow up with a detailed message via Our Family Wizard for documentation.

Communication During Exchanges:

114. During exchanges, communication shall be limited to pleasantries or nothing. Neither parent shall express anger or use profanity or sarcasm during these interactions. Discussions regarding money or parenting schedule shall not occur in front of the children. If the dialogue exceeds agreed-upon topics, the other parent shall remain silent and exit the exchange. Parents agree never to use the children as a messenger between them.

115. If exchanges occur in driveways, parents shall remain in or near their own vehicle/home. If exchanges occur at third party locations, then the receiving parent shall remain in or near their vehicle until the children are safely out of the car. In the event the children cannot independently transition, then the parent ending parenting time shall remove the children from their safety seat/car and walk the children halfway between the parent's vehicle upon which the receiving parent shall walk the children to their vehicle and safely place the children in their vehicle.

Children Communication:

116. Children shall be free to initiate communication with either parent, at all reasonable times, regardless of which parent is exercising parenting time. Parents shall not unreasonably monitor or interrupt these conversations.

117. Once a child can execute a video and/or audio call independently then both parents acknowledge the children's right to privacy during communications and agree to provide an environment that respects this privacy. Both parents agree not to engage with the other parent during a phone call with the children, and agree not to be within earshot if video calls are taking place with the children. The parent with parenting time shall determine whether the communication will be a video or audio call.

118. Once the children have their own cellular phone, both parents shall respect each other's parenting time and avoid overwhelming the children with

text messages and phone calls during parenting time. At no time shall the children's cellular phone access to the other parent be restricted as a form of punishment. Children's cellular phones shall be able to travel to both households.

Respect and Boundaries:

119. Both parents agree to foster respectful boundaries between themselves and the children and avoid actions that could estrange the children from the other parent or impair the children's natural development of love and respect for each parent.

120. Neither parent shall discuss parenting or financial issues related to these proceedings in the children's presence or allow other individuals to make negative, derogatory, or degrading statements about the other parent in the children's presence. Both parents agree to refrain from using social media to discuss, vent, or slander the other parent or the children, including significant others.

121. Each parent acknowledges that their households may have different ways of doing things and they shall not shame each other or the children for these differences. Each parent agrees to maintain respectful boundaries and keep personal matters private, not investigate or seek information from the children, and communicate directly with the other parent when necessary. For questions related to the children's safety or health the responding parent will provide the needed information.

ACCESS TO RECORDS AND INFORMATION

122. Both parents agree to ensure that the other parent has full access to all relevant information through the court-appointed parenting app: Our Family Wizard

123. Both parents shall provide both parents' email addresses and contact information at the time of registration, on any forms or sign-ups. Maintenance of this information is the responsibility of each parent independently.

124. Both parents shall give updates regarding the children's school, medical, dental, vision, psychological needs, religious activities, and extracurricular activities within three (3) days of any new information being made or received if an online version is unavailable to the other parent.

125. Each parent agrees to establish independent relationships with all adults involved in the children's life and will make the necessary arrangements to obtain information directly, rather than relying on the other parent or the children. This includes gathering contact information, schedules, and other relevant details independently.

126. The parent providing medical insurance for the children shall supply the appropriate medical, vision, and dental cards to the other parent within 10 days of a new job and/or a change in coverage.

127. Both parents shall provide each other with the names, addresses, and phone numbers of all providers for the children in the court-appointed parenting app

128. Each parent shall be individually responsible for obtaining copies of their

children's grades, progress reports, and notices regarding school meetings, functions, and activities open to attendance by both parents.

129. When a document, such as book orders, volunteer opportunities, school order forms, etc. are received, then the receiving parent will send a photograph of the document to the other parent via Our Family Wizard as directed within 3 days of receiving the information, or immediately if the information is pertinent within 3 days.

130. Each parent shall ensure they are included on the school email distribution list and individual teacher's email distribution lists.

131. Both parents shall be designated as "primary contacts" and listed as "emergency contacts" for their children on all communication forms. Step parents and grandparents can only be listed as individuals who may pick up the children.

132. Upon sign-up, each parent shall provide the other with a complete schedule of the locations, times, and phone numbers for all extracurricular activities, lessons, games, performances, and other relevant events, if such items are given in physical form and not online.

CHANGE OF CHILDREN'S NAMES

133. Both parents agree that neither shall cause their children to be identified by any name other than their birth name or derivative thereof. The children's surname of "Bowden" must be used in all records and documents.

SIGNIFICANT OTHERS/ROOMMATES

134. Both parents agree to use parenting wisdom in the event of introducing a significant other while respecting each other's private lives. If a parent has someone living in the residence with the children present, they shall provide the individual's full name and contact information (phone number, physical address, and email address) to the other parent. If a parent remarries, they shall ensure the new spouse is aware of the Parenting Plan agreement's terms and encourage compliance with the agreement.

135. Communication and decision-making regarding the children remain the responsibility of the primary parents.

CHILD CARE COSTS

136. Parents agree to split costs 50/50 of specific expenses for the children as outlined in this document. Any item not outlined in this document shall be split between the parents if mutually agreed upon in writing via Our Family Wizard.

137. If one parent pays an expense, the other shall reimburse the purchasing parent. Within fourteen (14) days of the incurred the expense, the purchasing parent shall show proof of receipt via Our Family Wizard, including description of purchase, date of purchase, and amount owed. The reimbursing parent has 30 days to reimburse from the date of notification, using immediate electronic transfer through the parenting app: OFWpay.

138. Non-compliance with the reimbursement policy shall lead to contempt of the agreement. If reimbursements are unpaid by December 31, the parent shall not be permitted to claim the children on their federal and state income tax returns.

LIFE INSURANCE

139. Either parent may provide an employer-sponsored, or private- based, life insurance policy for the children at their own expense.

CHILDREN TAX DEPENDENCY

140. The parents agree that Father shall claim the dependency exemption for the child with the initials L.E.B. on federal and state income tax returns every year. The parents further agree that Mother shall claim the dependency exemption for the child with the initials C.W.B. on federal and state income tax returns every year. Parents shall alternate claiming the dependency exemption for the child with initials GTB on their federal income tax returns with Mother claiming in odd-numbered years and Father claiming in even- numbered years. This section shall control unless exceptions listed in the Reimbursement Policy of this agreement exist.

DISPUTE RESOLUTION AND MODIFICATIONS

141. The parents agree to first attempt to resolve all disputes through written communication, offering equitable solutions, and engaging in good faith discussions. All requests for dispute resolution shall be documented in writing through the court-appointed parenting app.

142. If the parents are unable to resolve a dispute, they shall participate in mediation in an effort to reach a resolution. The parents shall equally divide the costs of such services and shall schedule and attend the session within thirty (30) days of the initiating parent's request, or within a timeframe consistent with the professional's availability. Participation in mediation or a similar process shall be a condition precedent to seeking judicial intervention. If a parent fails to participate in mediation within the specified timeframe, the other parent shall have final decision-making authority regarding the disputed issue.

143. If a matter arises that is not addressed in this Parenting Plan, the parents shall first discuss and attempt to reach a mutual agreement. If an agreement is reached, the parents shall document the modification in writing and submit a notarized amendment to the court.

144. If the parents are unable to reach an agreement after completing the dispute resolution process, the issue shall be brought before the court for determination. Each parent shall be responsible for their own attorney's fees and costs unless otherwise ordered by the court.

145. A parent cannot make a unilateral decision until the court approves the addition to the parenting plan.

146. If a parent seeks to modify a provision already addressed in this Parenting Plan, the parents shall first attempt to resolve the issue in accordance with the dispute resolution process outlined above. If an agreement is reached, the parents shall document the modification in writing and submit a notarized amendment to the court.

147. If the parents are unable to reach an agreement, the existing terms of the Parenting Plan will remain in full force and effect unless and until modified by court order. The parent seeking modification shall pursue resolution through the court following completion of the required dispute resolution process. In the event court intervention becomes necessary, the prevailing parent shall request that the court award reasonable attorney's fees and costs incurred in connection with the dispute. The court retains discretion to allocate such fees, including the possibility of one

parent being responsible for both parents' attorney's fees and costs.

CHILD SUPPORT

148. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet, the Petitioner shall pay to the Respondent the monthly sum of \$20.00, effective when the final Decree of Divorce is entered, as and for child support, Child Support Worksheet attached hereto and incorporated herein as **Exhibit "A"**, and continuing each month thereafter until a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated in accordance with UTAH CODE ANN. § 81-6-213 at which time child support should be re-computed given the remaining number of minor children.

ALIMONY

149. The parties are both physically capable of supporting themselves and alimony shall not be awarded to either party.

TAXES

150. The Petitioner and Respondent shall jointly file their federal and state taxes for the year 2025 and shall fully cooperate one with another to see that the same is accomplished. Any tax refund or liability resulting from the filing should be equally divided between parties. Thereafter the Petitioner and Respondent should file their taxes individually.

151. Moving forward, the parties shall file their taxes separately.

REAL PROPERTY

152. During the course of the marriage, the parties have acquired real property located at 683 Country Club Dr, Stansbury, Park, Utah 84074. The parties shall put the Property on the real

estate market to be sold. Until the Property is sold, the Respondent shall be awarded the exclusive use and possession of the Property and shall be solely responsible for all debts associated with the Property including mortgage payment, utilities and other related expenses. Once the Property has been sold, the equity from the Property shall be equitably divided between the parties.

PERSONAL PROPERTY

153. During the course of the marriage, the parties have acquired personal property which shall be equitably divided between the parties.

154. The parties shall each keep the vehicle they have historically driven and be responsible for all debts associated with that vehicle.

155. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

156. Upon entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name.

157. If any personal property disputes should arise after the decree of divorce has been entered, the parties shall participate in mediation to come to a resolution between them regarding the division of the disputed property, the cost of said mediation to be equally born by the parties.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

158. The parties shall each take as their sole and separate property any stocks, bonds, mutual funds, retirement accounts or other pension related assets, if any, free of any claim from the other.

FINANCIAL ACCOUNTS

159. The parties shall each keep their sole separate financial accounts. Any joint financial accounts should be equally divided between the parties and closed.

DEBTS AND OBLIGATIONS

160. During the course of the marriage the parties acquired debts and obligations to third parties which shall be equitably divided.

161. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt. The responsible party shall not include the debts in any bankruptcy petition.

162. The parties shared a joint credit card which has been split between the two of them. The parties agree that Respondent has paid her portion of this joint debt and that as such, Petitioner has removed her name from the card. Petitioner shall be responsible for the remaining balance on this credit card, including the portion which is attributable to his legal fees.

ATTORNEY'S FEES AND COSTS

163. Each party shall be responsible for their own attorney fees incurred if any in this action.

RESTRAINING ORDERS

164. The following restraining orders shall issue:

- a. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.
- b. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the

affirmative duty to use his or her best efforts to prevent third parties from such violations.

c. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

d. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted.

e. Both parties are restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

165. Respondent shall be entitled to resume her maiden name of Jones, should she so desire.

166. Each party shall be ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the Decree of Divorce entered by the Court.

--END OF ORDER--

Signed as indicated at the top of page one

Approve as to form and content:

/s/*Scott Wiser

Scott Wiser

Attorney for Petitioner

*e/s by Olivia Graziano-Rust with

written permission from Scott Wiser.