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Attorney for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY
STATE OF UTAH
450 S. State Street, Salt Lake City, Ut 84114

In the Matter of the Marriage of:

LINDSY BENTLEY

Petitioner,

and

TRAVIS WOLVERS BENTLEY

Respondent.

DECREE OF DIVORCE

Civil No. 244903311

Judge Mettler

Commissioner Sagers

This matter comes before the court for final entry of the Decree of Divorce. The Court having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner ("Lindsay") and Respondent ("Travis") are hereby dissolved, and Lindsay is hereby awarded a Decree of Divorce from Travis on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions (to

protect the privacy of the parties, certain provisions below are incorporated by reference from the stipulated Findings of Fact and Conclusions of Law, and those incorporations shall be deemed to be a final and binding order nonetheless):

1. **Jurisdiction and Grounds.** The parties were married on June 22, 2012, in St. George, Utah. The Court has jurisdiction over the parties and the subject matter, venue is proper in Salt Lake County, and the marriage is irretrievably broken.

2. **Minor Child.** There has been one minor child of the marriage: L.B. (born in February 2024) (the “Child”).

3. **Custody/Parent Time.** The parties shall be awarded joint legal and joint physical custody of the Child. Parent-time will be equally divided as the parties may agree, or, if the parties cannot agree, parent-time will be pursuant to Utah Code 81-9-305 (with Lindsay having Monday/Tuesday; Travis having Wednesday/Thursday, and alternating weekends), except where otherwise modified herein.

4. **Joint Parenting Plan.** The parties will adopt the Advisory Guidelines pursuant to Utah Code §81-9-202 as the binding Parenting Plan. In addition, the parties shall be bound by the following parenting plan which is filed in good faith:

- a. The parents are responsible for making joint decisions regarding their child’s education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. The parents will consult together regarding a major parenting issue. The parties will do their best to agree on a solution that meets the best interest of the Child. If they reach an impasse, the parents will attend

mediation before seeking a resolution through litigation, with each parent equally sharing the cost of mediation.

b. The parents will equally share the transportation for parent-time. Transportation will be “school to school,” or, if school is not in session, the receiving parent will provide the transportation unless otherwise mutually agreed upon. On days that school is not in session, the exchange will occur at 9am, unless otherwise designated herein. A stepparent, grandparent, or other responsible adult designated by either parent, may pick up the Child for parent-time if the other parent is aware of the identity of the individual, and the parent will be with the child by 7pm.

c. Special consideration shall be given by each parent to make the Child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

d. The parents shall notify each other of any special events involving the Child such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. For any event that is not posted online, each party shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the Child is participating or being honored, and both parties shall be entitled to attend and participate fully. The child is allowed and

encouraged to speak to both parents before and after the event. Each party may be accompanied by family members, friends, or guests as they deem appropriate, provided that all attendees conduct themselves in a civil and non-disruptive manner and do not interfere with the child's participation, the event itself, or the other party's parenting time or relationship with the child. The parties shall share passwords for any school website so each can access events and school work online.

e. Educational Plan. In accordance with Utah Code 81-9-203(11), the parents both have authority to make educational decisions for the Child. Lindsay shall be designated as the residential parent for purposes of identifying the appropriate school for where the Child will attend school. The Child will attend school where she currently attends (and all feeder schools from the school where they currently attend) unless the parties mutually agree otherwise. The parties will consult together and strive to reach joint educational decisions.

f. Both parties shall provide to the other party the name, address and telephone number of every educational institution the Child attends; as well as the name, address and telephone number of all providers of extracurricular activities and an identification of those activities. Furthermore, the parties shall update this information when any new or different educational institutions are attended by the Child or any different extracurricular activities are engaged in. The parties shall notify all providers that each party shall be given separate notice of any and all communications from the education providers to the parties.

- g. For emergency purposes, when traveling with the Child, the parties shall give all information required by Utah Code § 81-9-202(19), to wit: 1) an itinerary of travel dates; 2) destinations; 3) phone numbers where the Child or traveling parent can be reached; and, 4) the name and telephone number of an available third person who would be knowledgeable of the Child's location.
- h. Either parent may make emergency decisions regarding the health or safety of the Child.
- i. Each parent shall notify the other parent of significant illnesses the Child may have when they are at each parent's individual homes.
- j. If the child becomes sick, the parties will maintain the regular schedule.
- k. The parent, with whom the Child is residing at the time, shall make day-to-day decisions regarding the care, control and discipline of the parties' child.
- l. Except for circumstances beyond a parent's control, the parties shall be bound by the 30-minute rule meaning that the parties must arrive for pickup and drop off of the Child within 30 minutes of the designated time or parent time for that period is forfeited.
- m. Both parents shall be allowed to call the Child at reasonable times. The Child may call either parent at reasonable times.
- n. The parties shall give the child privacy during her communications with the other party. The parties shall not interfere with or monitor communication between the child and the other party.

o. All contact and communication between the parties shall be via Our Family Wizard, except for medical emergencies; which may be and shall be communicated via telephone immediately. The messages will be brief, civil, and about the child only.

p. Both parents will allow the Child to continue therapy with a mutually agreed therapist, or the parties will agree on a therapist within 30 days—if the parties do not agree on a therapist, the issue of therapist selection is reserved for Court decision, with best efforts made to go under a parent’s insurance/benefits. If a parent later disagrees on therapy continuing with that therapist, and the parents have gone through the dispute resolution clause set forth herein, that issue may be brought to the Court for resolution. Both parents are able to speak with the therapist in support of the Child’s therapeutic goals.

q. The parties will maintain safe and appropriate sleeping and living accommodations for the Child.

r. The parties shall maintain a consistent and age-appropriate sleep schedule for the minor child during all parent-time.

s. The parties shall ensure that the minor child maintains regular bedtime hygiene and routines.

t. Neither party will introduce the Child to a romantic interest unless he or she has been in a committed relationship.

u. While exercising parent time, neither party will have an overnight guest with whom he or she is romantically involved, unless they are in a committed relationship.

v. Each party will not use any unprescribed medication or illegal drugs or alcohol immediately before or during parent-time. The Child shall not be around either parent or a third party using unprescribed or illegal drugs or alcohol. The parties will not consume unprescribed or illegal drugs or alcohol immediately before or during their parent-time with the Child and will remove the Child from any situation where unprescribed or illegal drugs or alcohol is being consumed.

5. **Relocation.** A parent intending to move more than 75 miles from the residence of the other parent shall provide 60 days advance written notice. The parties will attempt to agree on a parenting time arrangement in the best interest of the Child. If they cannot agree to a new plan, then both parents shall participate in mediation prior to filing a request for a court hearing. However, either parent may file a motion asking the Court to review that decision and the Court shall have final decision-making authority.

6. **Digital Parenting Plan.** This Digital Parenting Plan establishes rules regarding the minor child's use of electronic devices, social media, online communication, and parental digital access to promote safety, consistency, and healthy development. "Electronic Devices" include smartphones, tablets, laptops, gaming systems, and smartwatches. "Social Media" includes platforms such as Instagram, Snapchat, TikTok, Facebook, YouTube, and similar services. "Parental Monitoring" refers to reasonable review of device usage to ensure safety. This plan remains in effect until the Child turns 18.

- a. L.B.'s primary phone will remain on Travis' cell phone plan. Travis will pay the monthly cost. Both parties will have equal and unfettered access to the phone. While each party exercises parent-time with the minor child, the usage of the phone will be based upon the rules of that parent. This in no way limits either parent's access to the child pursuant to paragraph 1(l). Neither party will track the other parent while that party is exercising parent-time with the minor child. Both parents will be allowed to freely add any contacts either deems appropriate for the minor child to communicate with. No parent shall cancel or suspend service during the other parent's custodial time without written agreement.
- b. The child's primary phone shall travel with the child between homes.
- c. Neither parent may:
 - i. Confiscate the device to prevent communication.
 - ii. Remove the other parent's contact information.
 - iii. Block the other parent.
 - iv. Reset passwords without written notice.
- d. The parties will give the child privacy during her communications with the other party. The parties shall not coach, monitor, record, or interfere with communication between the child and the other party. The parties shall not cancel or condition calls based on the child's behavior.
- e. Both parents will implement parental controls on the Child's electronic devices that align with her age.

- f. Neither parent shall unilaterally override agreed restrictions to gain favor with the child.
- g. The child shall not download apps without parental approval.
- h. Both parents shall promptly notify the other of cyberbullying, threats, or safety concerns within 24 hours.
- i. Neither parent will post images of the Child's face on social media until she is 18 years old.
- j. This Digital Parenting Plan may be modified by written agreement or court order as the child matures.

7. **Mutual Restraint.** Lindsay and Travis are restrained from speaking derogatorily about the other parent or speaking to the Child about the issues in this case, or from attempting to influence a child's preference regarding custody or parent time which would tend to diminish the love and affection of the Child for the other parent. Lindsay and Travis shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. Lindsay and Travis shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and will have the affirmative duty to use his or her best efforts to prevent third parties, including family members, friends, coworkers, and significant others, from such violation, or will remove the Child from such circumstances.

8. Both parties shall be restrained from making visitation arrangements through the Child or from using the Child as a messenger.

9. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to

prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce.

10. Both parties shall be restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express written permission. Prearranged parent-time exchanges shall be an express exception to this restrain.

11. School Fees. The parties will equally share required school fees for the Child, including drivers ed and field trips, required summer school, and college classes taken during high school.

12. Extracurricular Activities. Each party shall 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 Child may be involved in, including activities currently enrolled (gymnastics and piano are considered to be "agreed" activities). The parties will attempt to pay his or her respective half of an extracurricular expense directly to the provider, but, if not possible, 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. In addition, that activity cannot take place during the other party's parent time, unless agreed upon in writing. Each party shall use best efforts to ensure the

minor child attends all agreed activities on his or her respective time; however, if an activity is not agreed, a party is not obligated to have the child attend on his or her respective time.

13. Schedule and Holidays The holidays shall be as the parties agree. The parties shall specifically listen to the child, and if time permits, try to make the child available to both parents.

14. In the event the parties cannot agree, they shall follow the schedule outlined below (nothing in this schedule shall be construed to place one parent over the other for any purpose):

Odd Years	Even Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	President's Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	Spring Break 6:00 p.m. on the day that school dismisses for spring break to the day following the end of spring break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Memorial Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Father	Father	Father's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Mother	Father	July 4th 6:00 p.m. on July 3 rd until 6:00 p.m. on July 5 th
Father	Mother	July 24th 6:00 p.m. on July 23 rd until 6:00 p.m. on July 25 th
Mother	Father	Labor Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	Fall Break Weekend 6:00 p.m. on the day that school dismisses for fall break to the day following the end of fall break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Halloween October 31 st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.

Father	Mother	Thanksgiving begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 8:00 a.m. if there is no school.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day begins when school is dismissed for winter break until December 27 th at 7:00 p.m. The parties shall try to make extra considerations to see both parents on either Christmas Day or Christmas Eve, rather than wait until the 27 th .
Father	Mother	Second Half of Christmas Vacation , begins on December 27 th at 7:00 p.m. until drop off at school on the day that school resumes after the winter break.
Mother	Father	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
Father	Mother	Child's actual birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

15. 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:

- a. the holiday schedule for Mother's Day or Father's Day;
- b. the holiday schedule for the minor child's birthday;
- c. the holiday schedule for any holiday under that is not Father's Day, Mother's Day, or the minor child's birthday;
- d. extended parent-time; and
- e. the schedule for weekday or weekend parent-time.

16. **Summer Parent Time.**

- a. Both parents are entitled up to two weeks of parent-time with the Child, which may not be consecutive, when school is not in session for summer break.

b. Each parent shall provide written notification to the other parent of the parent's plan for the exercise of extended parent-time for summer break as follows:

i. In odd-numbered years Travis shall provide notice to Lindsay by May 1 and Lindsay shall provide notice to Travis by May 15th;

ii. In even-numbered years, Lindsay shall provide notice to the Travis by May 1st, and Travis shall provide notice to Lindsay by May 15th.

c. If either parent fails to provide a notification within the time periods described herein, that parent will forfeit the 2-weeks of extended summer parent-time.

17. Income for Ongoing Child Support. The incomes for ongoing child support are as set forth in the Findings of Fact and Conclusions of Law, paragraph 17 (which is incorporated herein by reference), and the parties are ordered to comply with all of the provisions of that paragraph.

18. Child Support Amount. Commencing October 1, 2026, child support using the above incomes will be paid in the amount of \$106 per month, following the Utah Joint Physical Custody Worksheet, Lindsay paying Travis.

19. Child Care Expenses. Due to the age of the Child, it is anticipated that child care will not be utilized; however, should it be used, each party will pay his or her own respective child care expenses without seeking reimbursement from the other.

20. Health Insurance/Child Medical/Dental Expenses. Travis currently carries medical insurance on the parties' minor child and shall continue to do so as long as it is available through his employer at a reasonable cost.

a. 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 and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Lindsay shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Travis shall be secondary coverage for the dependent children, unless the parties otherwise in writing. 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 and shall retain the same designation as the primary or secondary plan of the dependent children.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

g. The Child will continue to see their current providers, unless agreed upon in writing. Her current providers include Dr. Witt, Dr. Lund, Dr. Elison, and Dr. Corry, Dr. Nnah.

h. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

21. Tax Exemptions/Child Tax Credit. Lindsay will claim the parties' minor child in 2025.

After that, Lindsay and Travis will alternate the Child tax credit for the Child. Lindsay will be entitled to claim the Child as a child tax credit for even-numbered tax years, and Travis will be entitled to claim the Child as a child tax credit for odd-numbered tax years. The parties have acknowledged that Lindsay would be able to claim the minor child in two straight years (2025 and 2026)

22. L.B.'s Custodial Account. The award of L.B.'s custodial account is as set forth in the Findings of Fact and Conclusions of Law, paragraph 22 (which is incorporated herein by reference), and the parties are ordered to comply with all of the provisions of that paragraph.

23. Alimony. Both parties are currently capable of supporting themselves, and therefore alimony shall not be awarded to either party.

24. Pets. The parties will re-home Smorange if Lindsay does not want the pet. The pet known as Lucy is awarded to Lindsay as sole and separate personal property. Travis purchased a dog named Demo, after the parties' separation, and Travis shall be awarded this pet as his sole and separate property.

25. Vehicles. The parties own two vehicles, namely a 2020 Mazda CX-5 Grand Touring and a 2016 Nissan Frontier 4x4. Lindsay shall be awarded the 2020 Mazda CX-5, subject to all indebtedness thereon. Travis shall be awarded the 2016 Nissan Frontier 4x4, subject to all indebtedness thereon. Each party is awarded his or her own vehicle, without any equalization payment or offset. Travis shall refinance or pay off the loan secured by the Nissan within ninety (90) days so that Lindsay is released from any liability on that loan.

26. The parties own a camp trailer and this camp trailer shall be sold and the proceeds equally divided.

27. **Personal-Injury Settlement.** Lindsay is awarded all funds attributable to her personal-injury settlement, free and clear of any claim by Travis. Lindsay shall be solely responsible for all expenses associated with the personal injury case.

28. **Debts.** Except as otherwise expressly provided in either Partial Stipulation, each party is responsible for the debts in his or her own name or incurred by him or her and shall indemnify and hold the other party harmless from those debts (i.e., neither of them owes the other for reimbursement of any debts, expenses, offsets, premarital or marital expenses or offsets, as of September 9, 2026). This does not include the child orthodontic expenses for the child, which are reserved between the parties.

29. **Marital Bank Accounts.** The awards of certain bank accounts are as set forth in the Findings of Fact and Conclusions of Law, paragraph 29 (which is incorporated herein by reference), and the parties are ordered to comply with all of the provisions of that paragraph.

30. **Real Property.** The awards of certain real property are as set forth in the Findings of Fact and Conclusions of Law, paragraph 30 (which is incorporated herein by reference), and the parties are ordered to comply with all of the provisions of that paragraph.

31. **Personal Property.** The awards of certain personal property are as set forth in the Findings of Fact and Conclusions of Law, paragraph 31 (which is incorporated herein by reference), and the parties are ordered to comply with all of the provisions of that paragraph.

32. **Retirement Accounts.** The marital portions of the parties' defined-benefit and defined-contribution retirement accounts shall be divided equally (including, but not limited to, 401k,

pensions, 403a, 403b, IRA, and any other form of retirement account). Each party is awarded his or her premarital retirement contributions and all appreciation attributable to those premarital contributions. The parties shall retain attorney Rori Hendrix to prepare any necessary qualified domestic relations orders or other division documents, and they shall share her fees equally. The parties will cooperate in providing statements and documentation to Rori within 14 days.

33. Attorney Fees and Costs. Each party shall be responsible for his or her own attorney fees and costs incurred through entry of the Decree of Divorce.

34. Former Name. Lindsay shall be restored to her former name of Lindsay Hales if she so desires. The Court shall enter an Order of Name Change, if necessary.

Order is signed when electronically stamped by the Court on the first page

Approved as to form: /s/ Robert Henricksen*

*electronically signed by TKB with email authorization on 9/18/2026

NOTICE TO RESPONDENT

TO: COUNSEL FOR RESPONDENT

PLEASE TAKE NOTICE that the undersigned, attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the Third District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to URCP, Rule 7(j)(4).

Dated: September 17, 2026

/s/ Tim K. Brown

TIM K. BROWN
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing Decree of Divorce was served upon the following on September 17, 2026.

Robert Henricksen

___ e-Filing (UCJA Rule 4-503)
___ U.S. Regular Mail
___ Facsimile Transmission
_x E-Mail

/s/ Tim K. Brown
