The Order of the Court is stated below:
Dated: October 15, 2026 10:46:51 AM **/s/** MATTHEW BATES
District Court Judge

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Attorney for Petitioner

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

IN THE MATTER OF THE MARRIAGE OF

ERIN ELIZABETH OWENS,

Petitioner,

and

IAN MICHAEL TINNES,

Respondent.

DECREE OF DIVORCE

Case No: 264902686

Commissioner: Russell Minas

Judge: Matthew Bates

The Petitioner filed her Petition for Divorce on the 21st day of May, 2026. The Respondent filed his Answer on the 9th day of July, 2026. The Petitioner and Respondent both signed a Stipulation and Property Settlement Agreement on the 18th day of August, 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

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

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

2. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. § 78A-5-102 and UTAH CODE ANN. § 81-4-402.

GROUNDS

3. Petitioner and Respondent were married on the 3rd day of April, 2021, in Salt Lake City, Salt Lake County, State of Utah.

4. During the course of the marriage, the parties have encountered irreconcilable differences that have made the continuation of the marriage impossible.

5. That as a result of the aforesaid grounds, the parties were separated on the 22nd day of November, 2024.

CHILD CUSTODY AND PARENT-TIME

6. There has been one (1) child born as issue of this relationship and marriage, to wit: O.A.T., born April, 2022. No children are expected.

7. The Petitioner and Respondent are fit and proper parents to be awarded the joint physical and legal care, custody and control of the minor child with the parties to exercise their parent-time as they may agree. For the remainder of 2026 the parties will continue the current parent time schedule.

8. Beginning the day following Memorial Day weekend 2027, the parties will share the summer on a week on week off basis, with exchanges on Friday at 12:00 pm. The receiving parent will the pick up the child from the other parties' residence.

9. Starting in the Fall of 2027, or when the minor child begins school, the parties will transition to parent time consistent with UTAH CODE ANN § 81-9-303, with Respondent's weekly overnight to take place on Thursday evenings, after school or work;

10. In the summer each year, the parties will share time on a week on week off basis, with exchanges on Friday at 12:00 pm. The receiving parent will pick up the child from the other parent's residence;

11. Both parents shall be flexible in accommodating adjustments to the parent time schedule to allow for a vacation longer than one week, and to enable the child to attend significant family events with the other parent;

12. The parties agree to follow the holiday parent time schedule consistent with UTAH CODE ANN § 81-9-303 with Respondent designated as the non-custodial parent for holiday parent time purposes only, with the following exception:

a. The parties agree to share the Winter Break from the time that school dismisses until Christmas Eve (December 24th) at 7:00 p.m., when the other parent will have the child until the time that school resumes;

13. If the parties move within 20 miles of each other's residence, then parent time shall default to a week on week off basis, with exchanges to happen on Friday afternoon after school or when either parent is available to pick the child up;

14. Petitioner's residence shall be deemed the primary residence for the purposes of the child's school so long as she resides in Salt Lake or Davis County, unless the parties live within 20 miles of each other, in which case Petitioner's residence will remain the child's residence for school purposes;

15. If either parent intends to move outside of Davis or Salt Lake County, unless it's within the 20 miles discussed above, they will abide by the notice provisions in UTAH CODE ANN §81-9-209. Either party may request mediation or a hearing with the Court on the relocation.

16. Pursuant to UTAH CODE ANN § 81-9-202(19), for emergency purposes, whenever a minor child travels with either parent, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places 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.

17. The parties will follow a Right of First Refusal for anytime that they are unable to care for the child for an overnight period, unless the party is living with their parent or parents, in which case the child can stay with their grandparent;

18. The party necessitating the child care from the other parent under the right of first refusal will provide all of the transportation of the minor child to the other parent;

PARENTING PLAN

19. Telephone, Mail, & Email Contact: Both parties shall be entitled to reasonable, uninterrupted, and unmonitored / uncensored telephone / videophone / skype contact with the

minor child at reasonable hours and for reasonable duration(s) (which shall be based upon the child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child. Similarly, each party shall enjoy unmonitored/uncensored text, mail and e-mail contact with the child.

20. Each party shall have the right to treat the child for emergency medical needs.

21. Each party shall have absolute and complete access to all educational and medical records of the child.

22. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact.

23. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the child's lives. Each party shall provide notice to the other parent of issues relating to any illness or accident or other circumstance that affects the child's health and welfare, as soon as reasonably possible.

24. Each party shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the child, whether related to education, sports, arts, extra-curricular activities, church or other activities events in which the child participates so that both parents may attend or participate, if otherwise not prohibited by court orders or the binding agreements of the parties.

25. Decision Making: Day-to-day decisions regarding the care, control and discipline of the child will be made by the parent with whom the child is residing at the time.

26. The parties agree to meet and discuss major decisions together, focusing on objective criteria and facts and involving any professional who may be of assistance. If the parties do not reach an agreement following advice of any relevant professional, Petitioner shall have final decision making authority subject to Respondent's right to ask the Court for review if he believes that the decision is not in the best interests of the child.

27. Parenting Principles: Both parents shall recognize that the best interests of the child require them to cooperate and treat each other with dignity and respect, especially in the presence of the child. Both parents shall encourage affection and promote respect toward the other parent.

28. Neither parent shall attempt to harm the relationship between a parent and the child. This includes making disparaging comments about the other parent, or allowing the child in the presence of anyone who does.

29. The parties shall regularly discuss the routines and rules they use with the child and shall try to create common ground to minimize the child's emotional discomfort. However, neither party shall be required to follow the other's suggestions, unless ordered by the Court.

30. Both parents shall share information on any condition, problem, significant fact or circumstance, which may affect the other parent's relationship with any child or the wellbeing of the child.

31. The parties shall build a co-parenting relationship filled with trust and respect

32. The parties shall work together to improve their parenting skills and to share their ideas.

33. Mutual Restraining Orders: Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of the child; speaking to the child about the issues in this case; attempting to influence the child's preferences regarding custody or

visitation; or attempting to diminish the love and affection of the child for the other parent. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

34. Both parties shall be mutually restrained from inducing or allowing a third party 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 committing such violations, or shall remove the child from such circumstances.

SUPPORT PAYMENTS

35. Petitioner is employed, and grosses approximately $10,600.00 per year. She shall be imputed at a gross monthly income of $2340.00 for child support purposes.

36. Respondent is employed at the University of Utah and has a gross monthly income of $3994.00 for child support purposes.

37. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet the Respondent shall pay to the Petitioner the monthly sum of $347.00 per month beginning September 1, 2026, payable on the 5th and the 20th of the month.

38. If the parties move to an equal parent time schedule, Respondent's child support shall automatically adjust to $108.00 per month.

39. Respondent shall pay Petitioner child support in the amount of $347.00 per month and continuing each month, unless the conditions in paragraph 10 are met, thereafter until the 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 shall be re-computed given the remaining number of minor child.

40. Because the parties are sharing joint physical custody of the minor child the parties shall equally share all expenses for extracurricular activities agreed upon in writing.

If the parties do not agree to an extra-curricular activity, one parent may enroll the child in that activity at their sole expense, so long as it does not infringe on the other parent's parent time. If an activity infringes on the other parent's parent time, they may agree to the activity in writing, with the enrolling party paying the full expense.

41. Neither party will unreasonably withhold consent for the child to participate in any activity regardless of payment.

42. The parties shall equally share any work related child care costs;

43. The parties shall equally share any necessary school expenses, including but not limited to registration, school fees, school lunches, so long as the child is in public school;

44. Child care by a family member shall be presumed to be at no cost;

45. A party who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of the provider and thereafter as requested by the other party. The party shall notify the other party of any change of child care provider or change in the monthly expense of child care within thirty (30) calendar days of the date of the change.

46. If an actual expense for child care is incurred, a party shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

47. Whether or not delinquency has occurred, the Decree of Divorce shall include an order that the Petitioner may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations. UTAH CODE ANN § 26B-9-313 and UTAH CODE ANN §26B-9-405(3)(a).

48. Pursuant to UTAH CODE ANN. § 81-6-208, each party shall provide medical and dental insurance for the minor child if available at a reasonable cost. Each party shall equally share the out-of-pocket costs of the premium actually paid by a party for the child's portion of insurance. Any reasonable and necessary uninsured and unreimbursed medical, dental and mental health expenses incurred for the minor child shall be equally shared between the parties.

49. Respondent currently provides health insurance for the minor child, and shall continue to do so so long as it is available to him at a reasonable cost.

50. If Petitioner is able to obtain health insurance through her employer at a reasonable cost, she will also insure the minor child.

51. Respondent’s health care insurance shall be primary and Petitioner’s health care insurance shall be secondary;

52. If the minor child is double covered, each party will pay their own premium without contribution from the other.

53. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance shall provide verification of coverage to the other party, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year.

54. The party shall notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or shall have known of the change. A party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the notification requirements herein.

REAL PROPERTY

55. During the course of the marriage the parties have not acquired any interest in real property.

PERSONAL PROPERTY

56. The personal property of the parties has already been divided and each party shall be awarded the property presently in their possession.

57. The 2020 Subaru Impreza is awarded to Petitioner, free and clear of any interest in Respondent.

58. Within fourteen days of the date of this Stipulation, Petitioner will refinance the vehicle to remove Respondent’s name from the loan;

59. Respondent will cooperate with any documentation necessary to effectuate the refinance or transfer of title;

60. Within fourteen days of the date of this Stipulation, Petitioner will ensure that the car is insured, and Respondent or his father may remove Petitioner from any car insurance loan upon proof of insurance.

61. 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.

NOTICE TO CREDITORS

62. Pursuant to UTAH CODE ANN §§ 15-4-6.5, 81-3-105 and 81-4-406(3), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;

b. Notify the joint creditor of the current address for each party;

c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

HEALTH INSURANCE

63. Each party shall be responsible for their own health insurance.

TAX FILING

64. The Petitioner and Respondent file their taxes for the year 2026 separately so long as they are divorced as of December 31, 2026.

MINOR'S TAX DEPENDENCY STATUS

65. The parties shall alternate claiming the minor child for income tax deduction purposes, both State and Federal, every other year, with the Respondent receiving the tax deduction for the year 2026.

66. Pursuant to UTAH CODE ANN § 81-6-210, if the Respondent is not current in his child support obligation the tax exemption shall automatically revert to the custodial parent.

ATTORNEY'S FEES AND COSTS

67. Each party shall be responsible for his or her own attorney's fees.

RESTRAINING ORDERS

68. The following restraining orders shall issue:

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

b. Both parties shall be restrained from making visitation arrangements through the child, or using the child as a messenger.

c. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.

d. Both parties shall be 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 or shall remove the child from such circumstances.

e. 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.

f. 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. The child's name, likeness, image, identification, or photographs shall be strictly guarded and only released on non-public and private sites to close friends and family.

g. All contact and communication between the parties shall be civil in nature, and limited to issues regarding their minor child.

h. 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 permission.

MISCELLANEOUS PROVISIONS

69. 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

RULE 7 NOTICE TO [RESPONDENT/PETITIONER]

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional three days if mailed), or upon written objection.

DATED this 9th day of September, 2026

/s/ Michelle McCully

Michelle McCully
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of September, 2026 I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Steven Russell steven@crwlawut.com	x	Email

/s/ Michelle McCully
Attorney for Petitioner