The Order of the Court is stated below:
Dated: October 30, 2026 03:24:58 PM **/s/** HEATHER BRERETON
District Court Judge

Ryan S. Ficklin (16450)
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IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE COUNTY
STATE OF UTAH

In the Matter of the Children of: TYLER LEAVITT, Petitioner, and BROOKE COWAN, Respondent.	**DECREE OF CUSTODY, PARENT-TIME AND SUPPORT** Case No. 264903076 Judge Heather Brereton Commissioner Kim M. Luhn

The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

JURISDICTION

1. The Parties are the biological and legal parents of the Child, SNL, born January 13, 2017. The Parties were never married.

2. The Court has jurisdiction over the Parties and the subject matter of this action, and Utah is the Child's home state for purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

AGREEMENT

3. Parentage. Brooke is the Child's biological and legal mother. Tyler is declared to be the Child's biological and legal father pursuant to the Utah Uniform Parentage Act.

4. Joint Legal Custody. The Parties shall have joint legal custody of the Child, subject to the decision-making provisions and parenting plan set forth below.

DECISION-MAKING AND PARENTING PLAN

5. Routine and Emergency Decisions. Each parent may make routine day-to-day decisions and emergency decisions affecting the health or safety of the Child while the Child is in that parent's care without the consent of the other parent. Each parent shall promptly notify the other of any illness or injury requiring a doctor's care.

6. Major Decisions. Major decisions include, without limitation, educational, non-emergency medical, and religious decisions concerning the Child. The Parties shall consult with one another in good faith concerning major decisions. Each parent shall give good-faith consideration to the other's views. For medical or educational issues, either parent may seek input from the Child's treating providers or educators, and both parents shall be provided access to that information.

7. If the Parties cannot agree on a major decision after a good-faith effort to do so, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

8. If the parties are unable to reach an agreement regarding the decision in mediation, then either party may submit the issue to the District Court for resolution.

9. Travel. Whenever either parent travels with the Child for two consecutive overnights, or overnight outside the State of Utah or Wyoming, that parent shall provide reasonable advance notice to the other parent, including the travel dates and locations, a telephone number through which the Child may be reached, and a reasonable time for communication with the Child.

10. Parent Communication. Communications concerning the Child shall be honest, civil, factual, and directed toward maintaining an effective co-parenting relationship. The Parties shall communicate directly and shall not use the Child as a messenger. Either parent may limit communications to text message or email if oral communications become disrespectful or are being mischaracterized.

11. Communication with the Child. Each parent shall be entitled to reasonable telephone or virtual communication with the Child while the Child is with the other parent. Each parent may also correspond with the Child by mail, email, or age-appropriate social media, and neither parent shall unreasonably censor or interfere with such communications.

12. Conduct Around the Child. Neither parent shall question the Child regarding the other parent's personal relationships or finances; use the Child as a confidante concerning adult or legal matters; ask the Child to lie or keep inappropriate secrets from the other parent; use corporal punishment; disparage the other parent or the Child's grandparents, significant others, or extended family within the Child's hearing; or engage in conduct intended to estrange the Child from the other parent or impair the Child's love or respect for the other parent.

13. Mutual Restraints. The Parties shall not harass, malign, or defame one another or interfere with the other's personal relationships or family relationships. They shall not involve the

Child in the parties' legal or financial disputes or attempt to influence the Child's custody, parent-time, or school preferences through reward, punishment, pressure, or guilt. Neither parent shall consume alcohol to excess, use illegal drugs, or use prescription medication without a valid prescription or contrary to the prescription during parent-time.

14. General Parenting Provisions. Neither parent shall micromanage the other's day-to-day care of the Child or interfere with the other's parent-time. The Parties shall reasonably cooperate regarding important family events and activities. Child support and parent-time are independent obligations. Each parent shall maintain an appropriate sleeping arrangement for the Child and shall timely exchange information concerning the Child's health, education, welfare, school matters, disciplinary issues, and significant activities.

15. Records and Contacts. Each parent shall have access to the Child's educational and health-care records and shall be listed, where permitted, as a parent and emergency contact with the Child's school, health-care providers, and extracurricular programs. Each parent shall ensure the Child's timely school attendance and completion of schoolwork during that parent's parent-time.

16. Each party shall have equal and independent access to information and records concerning the child's education, medical care, and extracurricular activities. To the extent such information is reasonably available to both parties directly from the school, medical provider, activity provider, online portal, or other source, neither party shall have an obligation to separately provide or forward that information to the other. However, if a party receives or possesses material information concerning the child that is not reasonably available to the other

party through such independent access, that party shall timely provide the information to the other party. The parties shall notify each other of any school programs, extracurricular activities, medical appointments, and sporting events their child may be involved in.

17. Good Faith. The Parties shall exercise good faith and fair dealing in performing and enforcing this parenting plan.

PHYSICAL CUSTODY AND PARENT-TIME

18. Sole Physical Custody. Brooke shall have sole physical custody of the Child.

19. Tyler's Parent-Time. Tyler shall have parent-time as the Parties may mutually agree. In the absence of agreement, Tyler shall have parent-time as follows:

a. Regular parent time consisting of one weekend per month, to take place on the third weekend of the month. In connection with this, the following shall apply-

a. If Tyler’s weekend parent time falls on one of Brooke’s holidays, in which case Tyler’s parent time shall take place on the weekend before the holiday.

b. Weekend parent time shall include days the minor child is out of school for teacher development days or snow days which are contiguous with Tyler’s weekend parent time.

b. Holiday parent time, including days the minor child is out of school for teacher development days or snow days which are contiguous with Tyler’s holiday parent time.as follows:

i. In years ending in an odd number-

a. Fall break, if the minor child's school dismisses for a fall break, beginning at 7:00 p.m. on the day that school dismisses for fall break and ending at 7:00 p.m. on the day before school resumes.

b. The entire winter break period, beginning at 7:00 p.m. on the day that school dismisses for the winter break and ending at 7:00 p.m. on the day before school resumes.

c. The Martin Luther King Day holiday, beginning at 7:00 p.m. on the day that school dismisses for the holiday until 7:00 p.m. on the day before school resumes after the holiday.

d. The Labor Day holiday, beginning at 7:00 p.m. on the day that school dismisses for the holiday until 7:00 p.m. on the day before school resumes after the holiday.

ii. In years ending in an even number-

a. Spring break, beginning at 7:00 p.m. on the day that school dismisses for the spring break and ending at 7:00 p.m. on the day before school resumes.

b. Thanksgiving, beginning at 7:00 p.m. on the day that school dismisses for Thanksgiving and ending at 7:00 p.m. on the day before school resumes.

c. The President’s Day holiday, beginning at 7:00 p.m. on the day that school dismisses for the holiday until 7:00 p.m. on the day before school resumes after the holiday.

d. The Memorial Day holiday, beginning at 7:00 p.m. on the day that school dismisses for the holiday until 7:00 p.m. on the day before school resumes after the holiday.

iii. During the summer, extended parent time consisting of one half of the summer vacation time period. In connection with this, the following shall apply-

a. The summer parent time schedule commences after the regular dismissal of school on the last day of school and ends on the day before school resumes for the new school year.

b. Parent time exchanges shall take place at 7:00 p.m.

c. Commencing with the 2026 calendar year and even numbered years thereafter, Brooke shall have the first half of the summer when the summer parent time schedule commences, and Tyler shall have the second half of the summer until the summer parent time schedule ends. Commencing with the 2027 calendar year and odd numbered years thereafter, Tyler will have the first half of the summer when the summer parent time schedule commences, and Brooke shall have the second half of the summer until the summer parent time schedule ends.

d. In years when Tyler has the second half of the summer for parent time, the minor child shall return to Brooke no later than seven days before school begins, with this week to be counted when determining the amount of parent-time to be divided between the parties for the summer vacation period.

iv. Brooke parent is entitled to all parent-time not specifically allocated to Tyler above.

v. Virtual parent time shall be as follows:

a. Each party is entitled to virtual parent time with the child when the child is with the other parent, which shall take place on Tuesdays, Thursdays and Sundays between 7:00 p.m.-7:30 p.m.

b. The parry exercising the virtual parent time shall be responsible to initiate the contact on the day and within the time frame set forth above. The party the child is with is responsible to ensure that the child is made available for the call.

c. The child shall have a private space to engage in the calls and the calls shall not be monitored or supervised.

TRANSPORTATION

20. Parent-time exchanges shall occur in Evanston, Wyoming, or at another mutually agreed location approximately halfway between the Parties' residences. Unless otherwise agreed in writing, exchanges shall be curbside. The arriving parent shall remain in his or her vehicle, and the Child shall transition between the residence or exchange location and the vehicle without unnecessary interaction between the Parties. Exchanges shall be prompt, peaceful, and civil.

CHILD SUPPORT

21. Brooke's Income. For purposes of calculating child support, Brooke's gross monthly income is $4,794.00.

22. Tyler's Income. For purposes of calculating child support, Tyler's gross monthly income is $5,000.00; which includes overtime pay.

23. Current Child Support. Commencing the month of October of 2026, Tyler shall pay Brooke monthly child support in the amount of $519.00 per month, consistent with the Utah Child Support Guidelines and the custody arrangement established herein.

24. Tyler is entitled to a reduction of child support pursuant to Utah Code Section 81-9-211 in connection with his exercise of extended parent time.

25. Duration. Child support shall continue until the Child reaches eighteen (18) years of age or graduates from high school during the Child's normal and expected year of graduation, whichever occurs later, unless earlier terminated by death, marriage, enlistment in the United States Armed Forces, emancipation, or other event provided by Utah law.

26. The monthly child support should be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st of the month.

27. Under Utah Code 81-6-212(5) the parties have a right to adjust the child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the

difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, ORS shall review the order, and if appropriate, move the court to adjust the amount.

28. Under Utah Code 81-6-212(3)-(4) the parties have a right to modify the child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a Party; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either Party for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both Parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

29. The obligee should be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as obligor

no longer owes child support to obligee. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

30. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

31. Retroactive Child Support. Pursuant to Utah Code § 81-5-105(5), Tyler owes child support arrears through the month of September of 2026 in the total amount of $1,297.50. The foregoing arrears shall be paid by Tyler in monthly installment payments of $100.00 per month, commencing the month of November of 2026 until paid in full.

CHILD CARE

32. Pursuant to Utah Code Ann. § 81-6-209, both parties should equally share the reasonable work childcare expenses.

33. Both parties should begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

34. The parent who incurs childcare expenses should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent. The parent should notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

35. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

36. The parent to whom written verification is provided should reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

37. The party utilizing regular childcare shall provide the name, location and contact information of the childcare provider to the other party

HEALTH INSURANCE AND MEDICAL EXPENSES

38. Pursuant to Utah Code Annotated 81-6-208, whichever parent can obtain medical, hospital, vision and dental care insurance ("**Insurance**") for the child at the most reasonable cost with the best coverage shall obtain and maintain said Insurance for the child.

39. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the minor child's portion of insurance premiums. Any party who carries insurance on behalf of the child shall provide verification of coverage upon enrolling the child and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards and claim forms. In addition, they shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30) days of the date they first knew of or should have known of that change.

40. Notwithstanding anything to the contrary contained herein, the parties should not be

obligated to double insure the child.

41. If a parent marries and the child is not covered by that parent's Insurance but is covered by a step-parent's plan, the Insurance of the step-parent shall be treated as if it is the Insurance of the married parent and shall retain the same designation as the primary or secondary plan of the child.

42. The parties should divide equally all reasonable and necessary out-of-pocket medical, dental, accident, hospital, optical, psychotherapeutic, orthodontic expenses, including all deductibles and copayments incurred for the child's benefit and actually paid by a party.

43. Both parties should equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, coinsurance and copayments, incurred for the child and actually paid by a party.

44. The party who incurs a health care expense should provide written verification of the cost and payment of those health care expenses to the other party within thirty (30) days of payment.

45. The reimbursing party should have thirty (30) days from receipt of verification of health care expenses and proof of payment to reimburse the other party his or her half of the health care expenses.

46. A party incurring a health care expense 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 this order.

47. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year or within thirty (30) days of any changes of coverage.

TAX BENEFITS

48. The Parties shall alternate claiming the Child as a dependent for federal and state income tax purposes, together with any associated child tax credit or other available tax benefit to the extent permitted by law. Brooke shall claim the Child in odd-numbered tax years, and Tyler shall claim the Child in even-numbered tax years.

49. The parent obligated to pay child support may claim the Child only if that parent is current as of December 31 of the applicable tax year on all child support and all court-ordered medical and child-care reimbursements. If the obligor is not current as of December 31, the obligor shall forfeit the right to claim the Child for that tax year, and the obligee may claim the Child.

50. Each Party shall timely execute IRS Form 8332 or any successor form, and any other document reasonably necessary, to effectuate the tax allocation provided herein to the extent required by applicable tax law.

EXTRACURRICULAR ACTIVITIES AND SCHOOL EXPENSES

51. The Parties shall each be responsible for fifty percent (50%) of the Child's extracurricular expenses which are mutually agreed upon in writing by the parties, including sports and summer camps. Agreement shall be obtained in advance before either Party incurs an expense for which reimbursement is sought.

52. The Party seeking reimbursement for an extracurricular shall provide written verification within thirty (30) days after incurring or paying the expense, and the other Party shall reimburse his or her share within thirty (30) days after receipt.

53. The Parties shall work together in good faith to make reasonable parent-time adjustments necessary for the Child to participate in mutually agreed upon in writing extracurricular activities while preserving each parent's opportunity for meaningful parent-time.

DRUG AND ALCOHOL TESTING

54. Each party shall have the right to request, in writing, that the other party submit to drug and/or alcohol testing upon reasonable, good-faith belief that the other party has used illegal drugs, misused or abused prescription medication, consumed alcohol in violation of this Agreement or the final order, or is otherwise impaired in a manner that could affect the health, safety, or welfare of the Child. In connection with this, the party requesting the test shall indicate in the written request the type of test they are requesting to be taken by the other party. All requests shall be submitted to the other party via text message, email, or other electronic communication. The party receiving a request to test shall submit to the requested test within twenty-four (24) hours after receiving the request, or by the next business day if the request is made outside the normal business hours of the testing facility. Hair follicle tests are limited to a total of four tests in a twelve month period.

55. The party requesting the test shall arrange testing at a reputable testing facility reasonably convenient to the residence or place of employment of the party taking the test, and shall initially pay the cost of the requested test. The party taking the test shall execute any authorization

reasonably necessary for the testing facility to release the results directly to both Parties. A party's failure to timely test, refusal to cooperate, adulteration or attempted adulteration of a sample, or failure to provide an adequate sample without a valid medical explanation shall be treated as a positive test. If the test is positive or deemed positive, the party testing positive shall reimburse the other party for the cost of the test.

56. If a party tests positive for any illegal drug, unlawfully used controlled substance, abuse of prescribed medication, or alcohol in violation of this Agreement or the final order, or is deemed to have tested positive under the preceding paragraph, that party's parent-time shall immediately become supervised. Thereafter, the party testing positive shall remain on supervised parent-time until that party provides the other party with the results of a negative hair-follicle test, obtained at the party testing positive's sole expense from a reputable testing facility, demonstrating that they are free from illegal drugs, unlawfully used controlled substances, abuse of prescribed medication, and alcohol in violation of this Agreement or the final order. When the party who tested positive provides to the other party verification of a qualifying negative hair-follicle test, the party testing positive shall immediately resume the parent-time otherwise provided herein without the necessity of further court order.

57. Any non-negative screening result that is capable of confirmatory testing shall be confirmed by a nationally recognized confirmatory testing method before being treated as a positive result, except that a refusal, failure to timely test, adulteration, or other conduct expressly deemed positive above shall not require confirmatory testing.

ATTORNEY FEES AND COSTS

58. Each Party shall be responsible for his or her own attorney fees and costs incurred through the execution of the Agreement.

IMPLEMENTATION AND GENERAL PROVISIONS

59. Final Resolution. The Agreement is intended to resolve all claims and issues presently pending between the Parties in this action concerning custody, parent-time, child support, and the related matters expressly addressed herein, subject only to the Court's continuing jurisdiction as provided by Utah law.

60. Binding Effect. The Agreement shall become binding upon execution by both Parties. Neither Party may withdraw consent merely because the Court has not yet entered the contemplated final order. The Parties shall cooperate in presenting the Agreement to the Court for approval and entry of the final order.

61. Further Assurances. Each Party shall execute and deliver all documents and take all actions reasonably necessary to carry out the terms of the Agreement and the final order. If a Party fails to execute a required document, the other Party may seek appropriate relief under Rule 70 of the Utah Rules of Civil Procedure and any other applicable law.

62. Temporary Written Adjustments. The Parties may, by mutual written agreement, make temporary adjustments to parent-time, exchanges, or other day-to-day parenting arrangements. A temporary accommodation shall not constitute a permanent modification, waiver, or course of dealing and shall not alter the final order unless formally modified as required by law.

63. No Waiver. A Party's failure to insist upon strict performance of any provision on one or more occasions shall not constitute a waiver of that provision or of the right to enforce it in the future.

64. Enforcement. If either Party is required to seek court intervention to enforce the Agreement or the final order and substantially prevails, that Party may request reasonable attorney fees and costs as permitted by Utah law.

65. Severability. If any provision of the Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the greatest extent permitted by law, provided the essential purpose of the Agreement is not defeated.

66. Entire Agreement. The Agreement, including the incorporated Recitals and any exhibits expressly incorporated herein, constitutes the entire agreement of the Parties concerning the matters addressed herein and supersedes all prior or contemporaneous oral or written negotiations, proposals, representations, and understandings concerning those matters.

67. Modification. Except for temporary written parenting adjustments expressly permitted herein, this Agreement and the resulting final order may be modified only by a written agreement signed by both Parties and approved by the Court, or by further order of the Court as permitted by Utah law.

68. Voluntary Execution and Counsel. Each Party acknowledges that he or she has carefully read the Agreement, understands its terms and consequences, has had sufficient time and opportunity to consult with independent legal counsel of his or her choosing, and signs the Agreement knowingly and voluntarily.

69. No Admission. Except for the agreed facts and legal relationships expressly stated herein, the Agreement is a compromise of disputed claims and shall not be construed as an admission by either Party of any disputed allegation asserted in the pleadings.

70. Counterparts and Electronic Signatures. The Agreement may be executed in counterparts and by electronic signature. Each counterpart shall be deemed an original, and all counterparts together shall constitute one instrument.

71. Effective Date. The Agreement shall be effective upon the date it has been signed by both Parties.

1.

2.

3. ***THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.***

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Ryan S. Ficklin, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on October 5, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Joseph W. Barber
Attorney for Respondent

/s/ Ryan S. Ficklin
Ryan S. Ficklin
Attorney for Petitioner