The Order of the Court is stated below:
Dated: November 05, 2026 05:20:54 PM **/s/** ADAM T. MOW
District Court Judge

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

In the Matter of the Marriage of: HAVEN ELIZABETH BUSHNELL, Petitioner, and ARCHIE STEPHEN ASHBY, Respondent, MORGAN COPE, Third-Party Defendant, and RICHARD AND THALIA ASHBY, Intervenors.	**DECREE OF DIVORCE** *Tier 4* Case No. 234905151 Judge Adam Mow Commissioner Joanna Sagers

This matter has come before the Court for disposition based on the parties' agreements placed on the record, and the rulings made, at the August 6, 2026 informal trial. The Court, having made its Findings of Fact and Conclusions of Law, and having been fully informed in the premises, now ORDERS, ADJUDGES, and DECREES:

DIVORCE & PARENTAGE

1. Haven Elizabeth Bushnell ("Haven") and Archie Stephen Ashby ("Archie") are

awarded this Decree of Divorce, final upon entry, dissolving the bonds of matrimony heretofore existing between them on grounds of irreconcilable differences.

2. Archie Stephen Ashby is declared and adjudicated to be the natural, biological, and legal father of Farren Alannah Ashby, born March 21, 2019, and Elvira LaPreal Ashby, born October 30, 2020.

3. The Utah Office of Vital Records and Statistics and any other responsible agency shall amend and reissue Elvira LaPreal Ashby's birth certificate to identify Archie Stephen Ashby as her father. Archie and Haven shall promptly sign and deliver every form reasonably required to implement this adjudication. This Decree constitutes a judicial determination of paternity and may be presented directly to the responsible agency.

CUSTODY & RESIDENCE

4. Thalia Ashby ("Thalia") is awarded sole legal custody and sole physical custody of Zephyr Cope, Farren Alannah Ashby, and Elvira LaPreal Ashby.

5. The children shall continue residing with Thalia and attending school based on her residence unless Thalia determines otherwise in accordance with this Decree or the Court enters a later order.

6. Archie and Thalia may jointly petition the Court to transfer custody to Archie. No transfer becomes effective merely by private agreement; a further court order is required.

7. The separate guardianship proceeding, Case No. 243902274, shall govern Thalia's appointment as Zephyr's guardian and Zephyr's support. Nothing in that order shall create duplicate custody or support obligations for Farren or Elvira.

DECISION MAKING & INFORMATION

8. Thalia has final authority over all decisions affecting the children, including educational, medical, dental, mental-health, religious, extracurricular, residence, and emergency decisions. Any party may make minor, day-to-day decisions regarding the children during their parent-time.

9. Except in an emergency or when delay would materially prejudice a child, Thalia shall communicate a proposed major decision to Archie and Haven through OurFamilyWizard and allow them 24 hours to respond before making the final decision. Thalia shall consider their timely input in good faith but retains final authority.

10. A parent objecting to Thalia's final decision may seek relief in this divorce action. The objecting parent bears the burden of proving that Thalia's decision is contrary to the child's best interests; proof that another choice may also be reasonable or preferable is insufficient.

11. Archie and Haven retain independent and equal access to the children's educational, medical, dental, mental-health, childcare, and extracurricular records. Access to information does not confer decision-making authority.

COMMUNICATION & CALENDAR

12. Thalia, Archie, and Haven shall maintain active OurFamilyWizard accounts and shall use the application for all nonemergency communications concerning the children. Each shall pay their own subscription cost. Archie is not required to use OurFamilyWizard or otherwise communicate with Haven while any protective order remains in place that restricts his contact with her.

13. Thalia, Archie, and Haven shall use the shared calendar to record parent-time, school matters, extracurricular activities, medical appointments, and other material events.

14. Communications between any party shall remain civil, concise, child-focused, and reasonably prompt.

15. No party shall be obligated to communicate with another party who is uncivil, disparaging, harassing, or otherwise not compliant with communication orders herein, nor is a party required to communicate with another party if doing so would violate an existing protective order or other similar order.

ARCHIE'S PARENT-TIME

16. Archie's parent-time is unrestricted and shall occur as Archie and Thalia agree.

17. If Archie and Thalia do not agree, Archie is entitled, at minimum, to the parent-time schedule in Utah Code section 81-9-303, including the statute's regular, holiday, and extended-summer provisions. The statutory schedule is a floor and does not limit Thalia's authority to agree to additional time.

18. Archie's extended summer parent-time shall follow section 81-9-303, including its notice requirements and allocation of two uninterrupted weeks and two interruptible weeks.

HAVEN'S PARENT-TIME

19. Haven shall have in-person parent-time on Tuesday from 3:45 p.m. until 8:00 p.m. and Wednesday from 3:45 p.m. until 8:00 p.m. There are no overnights.

20. Beginning with the first weekend after entry of this Decree, Haven shall have parent-time on alternating weekends on Saturday from 8:00 a.m. until 8:00 p.m. and Sunday

from 8:00 a.m. until 8:00 p.m. There are no overnights.

21. The schedule shall be placed on OurFamilyWizard at least one month in advance and followed as written. Haven may not demand swaps or make-up time. Any change requires Thalia's advance written agreement in OurFamilyWizard.

22. Haven has a 20-minute pickup window. If Haven has not arrived within 20 minutes after the scheduled pickup time, Thalia may cancel that parent-time period, and no make-up time is required.

23. Haven shall pick up the children curbside. During exchanges, the receiving person shall remain within arm's length of the vehicle, the person releasing the children shall remain within arm's length of the residence, and the adults shall not engage in verbal or nonverbal communication.

24. At the conclusion of her parent-time Haven shall have the children available and ready for pick-up at the specified time at her residence. Other pick-up locations must be approved and agreed upon by Thalia prior to the commencement of the parent-time via OurFamilyWizard.

HAVEN'S HOLIDAY & VIRTUAL PARENT-TIME

25. Haven shall receive the following holidays, which are limited to daytime on the holiday itself, from 8:00 a.m. until 8:00 p.m., and includes no overnight or adjoining school-break days:

ODD YEARS	EVEN YEARS
Dr. Martin Luther King Jr. Day Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.	**President's Day** Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.

Spring Break Haven may designate up to two days during the children's school spring break period, beginning at 8:00 a.m. on each day and ending at 8:00 p.m. on each day.	**Memorial Day** Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.
Mother's Day Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.	**Mother's Day** Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.
Independence Day Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.	**Juneteenth National Freedom Day** Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.
Labor Day Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.	**Pioneer Day** Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.
Fall Break (UEA) Haven may designate up to two days during the children's school fall break period, beginning at 8:00 a.m. on each day and ending at 8:00 p.m. on each day.	**Halloween** Holiday begins at 4:00 p.m. on day of holiday if there is school on Halloween or at 8:00 a.m. if there is no school; Holiday ends at 8:00 p.m. on day of holiday.
Christmas Day Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.	**Thanksgiving** Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.
	New Years Day Holiday begins at 8:00 a.m. on day of holiday; Holiday ends at 8:00 p.m. on day of holiday.
Day Before or After Child's Birthday Holiday begins at 8:00 a.m. on day of holiday if there is no school or 3:45 p.m. if there is school; Holiday ends at 8:00 p.m. on day of holiday.	**Day of Child's Birthday** Holiday begins at 8:00 a.m. on day of holiday if there is no school or 3:45 p.m. if there is school; Holiday ends at 8:00 p.m. on day of holiday.

26. Holiday parent-time takes precedence over regular parent-time.

27. Haven shall have virtual parent-time each Wednesday at 7:00 p.m. for a reasonable duration, but no longer than 30 minutes. Any virtual parent-time may be ended by the party caring for the children if Haven fails to comply with the communication orders set forth herein.

HAVEN'S PARENT-TIME CONDITIONS

28. To exercise any of the parent-time set forth herein, Haven must strictly comply with the following:

a) Haven shall maintain Soberlink monitoring indefinitely and at her expense and ensure results of Soberlink testing are automatically sent to Thalia.

b) Haven shall submit a Soberlink test every day at 9:00 p.m.—including days she exercises parent-time and days she does not exercise parent-time, including if she cancels, forfeits, or does not exercise a scheduled visit.

c) On each scheduled in-person parent-time day, regardless of whether she actually exercises parent-time or not, Haven shall also test within five minutes before the commencement of the scheduled parent-time period, halfway through the scheduled parent-time period (if parent-time is for more than five (5) hours), and within five minutes after the conclusion of the scheduled parent-time period.

d) Haven must ensure Soberlink tests for any level of alcohol, even if the amount is lower than the legal driving limit.

29. Before exercising in-person parent-time after any lapse, missed parent-time, or noncompliance, Haven must complete a minimum of seven (7) consecutive days of timely, appropriate, verified, clean Soberlink tests.

30. A positive (which includes any alcohol level detected), missed, refused, materially late, facial-recognition-failed, tampered, or otherwise unverifiable required test constitutes noncompliance. Haven may not exercise in-person parent-time while noncompliant

and may exercise virtual parent-time at Thalia's discretion.

31. The testing provider shall transmit results directly and contemporaneously to Thalia. Haven shall execute and maintain every release needed for direct reporting.

32. A positive test, a missed or refused test, material testing noncompliance, disparagement, involving the children in adult disputes, smoking or vaping around them, or other inappropriate conduct by Haven will continue to endanger their emotional or physical welfare. Accordingly, any violation by Haven will warrant severe sanctions, and in each instance the Court must expressly consider whether supervised parent-time for Haven is required.

PERIODIC TESTING

33. For twenty-four (24) months after entry of this Decree, Archie, Haven, or Thalia may, no more than once every six months, require Archie or Haven to complete an ID-verified PEth test, a five-panel hair-follicle drug test, or both, without establishing reasonable cause.

34. After the twenty-four (24) months, the same testing may be requested no more than once every six months, but only upon reasonable cause.

35. The person requested to test shall complete the test within 48 hours. The requesting person shall advance the cost. If the result is positive, or if the requested person refuses or misses the test, the requested person shall reimburse the requesting person for the full cost within fourteen (14) days of the test result.

36. The testing facility shall verify the tested person's identity by government-issued photo identification and transmit the result directly to Thalia, Archie, or Haven, as applicable. A test completed without meeting these requirements constitutes a positive test. A positive, refused,

missed, substituted, adulterated, or unverifiable test may support a motion to review custody or parent-time.

THERAPY & NORMALIZATION

37. Haven shall participate consistently and in good faith in both personal therapy and therapy designed to address family-system issues and shall participate in therapeutic work with the children as directed by the agreed therapist. The parties shall agree on the family systems therapist. Haven shall pay the cost of both therapies, shall provide transportation to and from family systems therapy for the children, and shall schedule family systems therapy during her parent-time unless otherwise agreed by Thalia in advance and in writing.

38. Only after six (6) consecutive months of full and perfect compliance with every Soberlink requirement, other testing requirement, scheduled parent-time obligation, therapy requirement, and conduct restraint may Haven seek normalization of parent-time.

39. Six (6) months of compliance creates no automatic phase-up, overnight, or modification. Any expansion requires a written agreement approved by the Court or a further court order based on the governing modification standard and the children's best interests.

PROTECTIVE ORDER & ACTIVITIES

40. Haven shall promptly contact the prosecuting authority and the court in the criminal matter and take every action reasonably required of her to obtain dismissal of the criminal protective order(s) involving Archie.

41. Until such protective order is dismissed, Haven may not attend the children's extracurricular activities. After documented dismissal, she may attend, subject to any other

conduct and no-contact requirements and/or order then in effect.

MUTUAL RESTRAINTS & CHILD PROTECTION

42. All parties are restrained from threatening, harassing, intimidating, disturbing the peace of, or committing violence against another party or the children.

43. All parties and their family members are restrained from disparaging or speaking negatively about Archie, Haven, Morgan, Thalia, or another caregiver in the children's presence or hearing; discussing litigation, custody, support, testing, or other adult disputes with the children; questioning the children about another household; using the children as messengers; or attempting to influence the children's affection or custodial preferences.

44. Each party shall remove the children from the presence of a party, family member, or other person engaging in prohibited conduct and shall not encourage, permit, or ratify such conduct. This includes terminating virtual parent-time.

45. No parent, caregiver, or third party may smoke or vape in a vehicle occupied by a child or in the same room or immediate area as a child. The parties are under an affirmative obligation to remove the children from areas, places, or situations where they can reasonably be exposed to smoke, vaping, or other harmful substances, people, or situations.

CHILD SUPPORT FOR FARREN & ELVIRA

46. Effective August 1, 2026, Archie shall pay Thalia $828 per month for Farren and Elvira, and Haven shall pay Thalia $454 per month for Farren and Elvira, consistent with the attached worksheets. Archie's gross monthly income is $4,000; Haven's is $2,500. Haven's worksheet shall account for her legal duty to support Zephyr as permitted by the Guidelines.

47. Haven's Income: At the informal trial, Haven represented on the record that her gross monthly income is $2,500, including income received through cash tips. The Court therefore finds Haven's gross monthly income to be $2,500 for purposes of calculating child support. Traditional income verification contemplated by Utah Code § 81-6-203(1), including current paystubs and tax returns, has not been provided by Haven and is not reasonably available to Respondent. The Court therefore accepts the alternative income verification submitted pursuant to Utah Code § 81-6-107(2).

48. Unless otherwise agreed by Thalia and Archie or Haven, respectively, support shall be paid through the Utah Office of Recovery Services and shall continue and adjust or terminate as provided by Utah law. These orders begin prospectively and do not adjudicate support arrears before August 1, 2026.

49. Support for Zephyr shall be established in Guardianship Case No. 243902274 and is not included in the amounts ordered in this section.

INSURANCE & CHILD RELATED EXPENSES

50. Archie or Haven shall provide health, dental, and vision insurance for Farren and Elvira whenever reasonably available, and pursuant to the terms in Utah Code section 81-6-101 *et seq* (and as amended).

51. If both have reasonably available coverage, they shall use the coverage that provides adequate benefits at the lower net cost unless they agree otherwise.

52. Archie and Haven shall each pay 50% of the girls' per-capita insurance premiums, uninsured or unreimbursed medical, dental, vision, orthodontic, mental-health, counseling, and

prescription expenses, pursuant to the terms in Utah Code section 81-6-101 *et seq* (and as amended).

53. Archie and Haven shall share reasonable work-related childcare expenses, required school fees and expenses for the children, and the children's mutually agreed upon extracurricular expenses.

54. A person seeking reimbursement (including Thalia) shall provide proof of the expense and payment within 30 days. The other responsible person shall reimburse the required share within 30 days after receiving proof.

TAXES, PROPERTY, DEBTS, ALIMONY, & FEES

55. Thalia shall claim Farren and Elvira as dependents and claim all associated federal and state child-related tax benefits each year to the extent permitted by law.

56. Haven and Archie are each awarded all property, financial accounts, retirement interests, vehicles, and other assets titled solely in that person's name or in that party's possession, free of any claim by the other. Each is responsible for all debts solely in that person's name and shall indemnify the other from those debts.

57. Haven and Archie mutually and permanently waive alimony. Each shall bear that person's own attorney fees and costs.

58. Within 30 days after entry of this Decree, Haven shall pay Thalia $1,000 as reimbursement for private-GAL fees previously paid. David Corbett has waived any remaining unpaid fees.

59. David Corbett is discharged as private Guardian ad Litem upon entry of both this

Decree and the final order in Guardianship Case No. 243902274.

IMPLEMENTATION & CONTINUING JURISDICTION

60. Each person shall promptly execute all documents necessary to implement this Decree. If a person fails to sign a required document, the Court may appoint another person to execute it under Rule 70 of the Utah Rules of Civil Procedure.

61. This Decree supersedes prior temporary orders.

62. The Court retains continuing jurisdiction to enforce and modify this Decree as permitted by Utah law.

ORDERS IN GUARDIANSHIP CASE

63. To ensure consistency and to avoid confusion, and per the parties' stipulation and orders and direction of this Court, the following orders will be entered in the Guardianship action regarding Zephyr, and said action shall be resolved:

a. Thalia Ashby is appointed sole guardian of Zephyr Cope. Letters of Guardianship shall issue upon entry of this Order without bond.

b. The guardianship request as to Farren Alannah Ashby and Elvira LaPreal Ashby is resolved by the final custody adjudication in Divorce Case No. 234905151. No separate or duplicate support obligation for either girl is created in this case.

c. Thalia has all powers of a guardian of a minor under Utah law, including authority over Zephyr's residence, education, medical, dental and mental-health care, activities, records, and day-to-day welfare, subject to the divorce decree.

d. Except in an emergency or when delay would materially prejudice Zephyr,

Thalia shall give Haven and Morgan notice of a proposed major decision and 24 hours to respond. Thalia shall consider timely input in good faith but retains final authority. Archie shall be included in communications concerning Zephyr consistent with the divorce decree.

e. Haven and Morgan retain access to Zephyr's educational, medical, dental, mental-health, and activity records. Access does not confer final decision-making authority.

f. Morgan is awarded no specific parent-time schedule. His contact with Zephyr shall occur as Morgan and Thalia agree or as later ordered by a court with jurisdiction.

g. Effective September 1, 2026, Haven shall pay Thalia $384 per month, and Morgan shall pay Thalia $90 per month, as shown on the attached child-support worksheets. Support shall be paid through ORS and shall continue, adjust, and terminate as provided by Utah law.

h. Any existing support order for Morgan is modified effective August 1, 2026, so that current support for Zephyr is payable to Thalia through ORS in the amount stated above. ORS shall redirect current support accordingly. This provision does not waive, alter, or adjudicate any arrears accrued before August 1, 2026.

i. Morgan or Haven shall provide health, dental, and vision insurance for Zephyr whenever reasonably available, and pursuant to the terms in Utah Code section 81-6-101 et seq (and as amended).

j. If both have reasonably available coverage, they shall use the coverage that provides adequate benefits at the lower net cost unless they agree otherwise.

k. Morgan and Haven shall each pay 50% of Zephyr's per-capita insurance

premiums, uninsured or unreimbursed medical, dental, vision, orthodontic, mental-health, counseling, and prescription expenses, pursuant to the terms in Utah Code section 81-6-101 et seq (and as amended).

l. Morgan and Haven shall share reasonable work-related childcare expenses, required school fees and expenses for Zephyr, and Zephyr's mutually agreed upon extracurricular expenses.

m. A person seeking reimbursement (including Thalia) shall provide proof of the expense and payment within 30 days. The other responsible person shall reimburse the required share within 30 days after receiving proof.

n. Thalia shall have the right to claim Zephyr each year for tax purposes to the extent permitted by law.

o. No bond is required. No annual guardian report is required unless the Court later orders otherwise.

p. Thalia shall notify the Court and interested persons of any material change requiring court approval. The guardianship continues until terminated by law or further court order.

q. David Corbett is discharged as private Guardian ad Litem upon entry of this Order and the Decree in Case No. 234905151.

r. The Court retains jurisdiction to enforce, clarify, and modify this Order as permitted by Utah law.

The Court's Electronic Signature Will Appear on the First Page of This Document

NOTICE PURSUANT TO RULE 7(j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE PETITIONER AND OTHER PARTIES:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the foregoing ***Decree Of Divorce*** shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice being served upon Petitioner via email on the 20th day of October 2026.

/s/ Tauni Cancilla

CERTIFICATE OF DELIVERY

I hereby certify that on the 20th day of October 2026, I caused a true and correct copy of the foregoing to be served to the following:

David Corbett *Guardian ad Litem*	[ ] Court's Electronic Filing System [ ] U.S. Mail [ ] Hand Delivery [X] Email
Haven Bushnell 7339 South 700 East Midvale, UT 84047 Email: havenbushnell@icloud.com *Petitioner pro se*	[ ] Court's Electronic Filing System [X] U.S. Mail [ ] Hand Delivery [X] Email
Thalia & Richard Ashby *Intervenors pro se* Email: richnthel@gmail.com	[ ] Court's Electronic Filing System [ ] U.S. Mail [ ] Hand Delivery [X] Email
Morgan Cope *3rd Party Defendant*	[ ] Court's Electronic Filing System [ ] U.S. Mail

Email: morgancope94@yahoo.com	[ ] Hand Delivery [X] Email

/s/ Tauni Cancilla