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IN THE SECOND JUDICIAL DISTRICT COURT  
WEBER COUNTY, STATE OF UTAH, OGDEN DEPARTMENT

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IN THE MATTER OF THE  
MARRIAGE OF

KATHRYN M MOORE  
Petitioner,

and

GLADE MOORE  
Respondent.

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**DECREE OF DIVORCE**

Case No. 254901006

Judge: Craig Hall

Commissioner: Brandon Richards

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The Petitioner, Kathryn M. Moore ["Katie"], filed her Petition for Divorce on June 11, 2025. The Respondent, Glade Moore ["Glade"], filed his Answer on July 1, 2025. The Parties attended mediation on February 4, 2026 and settled all issues in their pending divorce action. The executed Stipulation was filed with the Court on May 7, 2026. Pursuant to the terms of the Stipulation, the parties have consented that a Decree of Divorce be entered consistent with the terms therein.

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The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, and 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**

**JURISDICTION**

1. The parties were for more than three (3) months prior to filing this action actual and bona fide residents of Weber County, State of Utah.
2. This Court has jurisdiction over the parties' claims pursuant to UTAH CODE ANN. §78A-5-102 and UTAH CODE ANN. §81-4-402, 405.

**GROUND**

3. The parties were married on 4th day of November, 2017, in North Ogden, State of Utah.
4. During the course of the marriage, the parties have encountered irreconcilable differences.

**CHILDREN**

5. There has been four (4) minor children born as issue of this relationship and marriage, to wit: L.W.M, born September 2019, E.P.M. born February 2021, S.C.M. born February 2021, and I.J.M. born April 2023.

**CHILD CUSTODY AND PARENT-TIME**

6. The parties shall share joint legal custody of their minor children.

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7. The parties shall abide by the terms of the following Parenting Plan:
- a.** To the extent that they do not otherwise conflict with any of the provisions of this Decree of Divorce, the parties shall abide by the advisory guidelines set forth at UCA Section 81-9-202. In the event of a conflict between the terms of this Decree of Divorce and the guidelines, the terms of this Decree of Divorce shall govern and take precedence.
  - b.** The parties shall handle decision making regarding the minor children as follows:

    - i.** Day to day and emergency decisions shall be made by the parent who the child/ren is/are with at the time. In the event of an emergency involving any child, the other parent shall be notified as soon as reasonably possible.
    - ii.** The parties shall attempt to reach shared decisions on behalf of the children in connection with all major decisions according to the following procedure:

      - A. The parent who becomes aware of a decision concerning a child shall notify the other parent upon becoming aware of the issue.
      - B. The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction

with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.

C. In the event the parties are unable to reach an agreement regarding the decision after discussion, 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.

D. If the parties are unable to reach an agreement regarding the decision in mediation, then Katie is entitled to make the decision, which is subject to Glade's right to seek District Court review should he elect.

**c. Extracurricular Activities shall be handled as follows:**

**i.** The parties shall discuss the minor children's involvement in an extracurricular activity prior to enrolling a child in the activity. If the parties mutually agree upon an activity in writing, including the costs associated with the activity, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time.

**ii.** If a parent does not agree to an activity in writing, the other parent may still enroll the child in the activity, however the parent who does

not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during

8. Katie is awarded primary physical custody of the minor children.
9. When the criminal Protective Order is dismissed or otherwise modified in order to allow him to have contact with the minor children, Glade is awarded parent time as follows:

**a. Phase I:** Virtual parent time, to take place on Wednesdays between 6:15 p.m. and 6:45 p.m. and on Sundays between 5:00 p.m. and 5:30 p.m. In connection with this, the following shall apply:

- i.** Glade shall be responsible to initiate the calls and Katie shall be responsible to make the children available for the calls.
- ii.** The calls shall be of reasonable duration, taking into consideration the children's bedtime.
- iii.** Glade will take into consideration the children's attention spans and engagement in the call as it relates to the duration of the call. Accordingly, it is acknowledged that the duration of each call will vary and may be more or less than 30 minutes in length, with the parties to gauge this based upon cues from the children during the call.



- ii. Unsupervised parent time every Saturday from 2:00 p.m. until 4:00 p.m.
- iii. The parent time exchanges shall take place at the Roy Police Department, unless otherwise agreed upon by the parties in writing.
- iv. This Phase III parent time will be in effect until Glade has engaged in three session of family systems therapy.
- d. **Phase IV:** After Glade has engaged in three family system therapy sessions during the Phase III parent time, his parent time shall be as follows-
- i. Virtual parent time, to take place on Wednesdays between 6:15 p.m. and 6:45 p.m.
- ii. Parent time every Saturday from 10:00 a.m. until 6:00 p.m.
- iii. The parent time exchanges shall take place at the Roy Police Department, unless otherwise agreed upon by the parties in writing.
- iv. This Phase IV parent time will be in effect until Glade has engaged in three session of family systems therapy.
- e. **Phase V:** After Glade has engaged in three family system therapy sessions during the Phase IV parent time, his parent time shall be as follows:
- i. Virtual parent time, to take place on Wednesdays between 6:15 p.m. and 6:45 p.m.
- ii. One weekend visit every other weekend as follows:
- Saturday from 10:00 a.m. until 6:00 p.m.

- B. Sunday from 10:00 p.m. until 6:00 p.m.
- iii. The parent time exchanges shall take place at the Roy Police Department, unless otherwise agreed upon by the parties in writing.
- iv. This Phase V parent time will be in effect until Glade has engaged in three session of family systems therapy.
- f. **Phase VI:** After Glade has engaged in three family system therapy sessions during the Phase V parent time, his parent time shall be as follows:
  - i. Virtual parent time, to take place on Wednesdays between 6:15 p.m. and 6:45 p.m.
  - ii. One weekend visit every other weekend commencing at 10:00 a.m. on Saturday until 6:00 p.m. on Sunday.
  - iii. The parent time exchanges shall take place at the Roy Police Department, unless otherwise agreed upon by the parties in writing.
  - iv. This Phase VI parent time will be in effect until Glade has engaged in three session of family systems therapy.
- g. After Glade has engaged in three family system therapy sessions during the Phase VI parent time, he is awarded parent time pursuant to Utah Code Section 81-9-302. In connection with this, the following shall apply:
  - i. Glade's mid-week election is Wednesdays.
  - ii. Glade is entitled to exercise holiday parent time per the holiday schedule attached hereto and incorporated herein as "**Exhibit A**".



iii. All extended summer parent time for both parties shall be in accordance with UCA Section 81-9-302. In connection with this, for purposes of the extended parent time allocation, Katie shall be entitled to exercise the extended parent time schedule for the custodial parent and Glade shall be entitled to exercise the extended parent time schedule for the non-custodial parent, with the following to apply:

- Notice of extended summer parent time dates shall be provided as follows:

- In even-number years, Katie will provide written notice of her extended summer parent time dates on or before May 1st and thereafter, Glade will provide written notice of his extended parent time dates on or before May 15th.

- In odd-number years, Glade will provide written notice of his extended summer parent time dates on or before May 1st and thereafter, Katie will provide written notice of her extended parent time dates on or before May 15th.

- If a parent fails to provide a notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described

above, the first parent who provided notice shall have their elections take precedence.

- Neither party may exercise any of their extended parent time over a holiday that belongs to the other parent for that year.

**iv.** The parties shall share the responsibility to transport the children in connection with the exercise of parent time. Parent time exchanges shall take place at school/daycare whenever possible. All parent time exchanges which do not take place at school/daycare shall take place at the Roy Police Department, unless otherwise agreed upon by the parties in writing.

**h.** Provided that Glade is exercising parent time per Paragraph 9(g) above, when Isaac turns five years old, Glade may seek a review of custody, parent time and child support in relation to any change in custody and/or parent time, with the following procedures to apply:

- i.** In connection with the review, the parties will initially discuss the issues and attempt to reach an agreement regarding these issues.
- ii.** If, after discussion, the parties are unable to reach an agreement regarding these issues, then they will participate in mediation to address the issues. The mediation shall take place within three months of Isaac's fifth birthday with a mutually agreed upon mediator and the parties to share equally the cost of the mediation.

**iv.** Glade and the minor children shall engage in Family Systems Therapy. In connection with the therapy, the following shall apply:

j. The frequency and duration of the therapy shall be per the recommendations of the therapist.

- Both parties may communicate directly with the therapist.

10. Glade shall undergo a psychological evaluation and follow any treatment recommendations. Glade shall be responsible to pay the cost of the evaluation.

### **SUPPORT PAYMENTS**

11. Glade shall pay Katie's rent payment for the month of February of 2026 in lieu of child support for the month of February of 2026.

12. Commencing the month of March of 2026, Glade shall pay base child support in the sum of \$1,041.00 per month. This child support figure is based upon a sole physical custody worksheet utilizing Katie's imputed gross monthly income of \$2,174.00 (\$12.54/hour full time) and Glade's gross monthly income of \$3,727.00 (\$21.50/hr full time). Child support shall be paid via Venmo in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

### **HEALTH INSURANCE**

13. The children shall continue to be covered by Medicaid so long as they are eligible.

14. The parties may provide health insurance coverage on behalf of the minor children if coverage is available to the party through employment at a reasonable cost.

15. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the children's portion of insurance premiums.

16. Any party who carries insurance on behalf of the children shall provide verification of coverage upon enrolling the children 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.

17. Pursuant to UCA Section 81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor child(ren); including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance with UCA Section 81-6-208; together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

18. Pursuant to UCA Section 81-6-209, the parties shall share equally all reasonable work-related daycare expenses incurred on behalf of the minor child(ren).

#### **MINOR'S TAX DEPENDENCY STATUS**

19. Commencing the 2025 calendar tax year, Katie is awarded the state and federal tax deductions for Sophie and Isaac and Glade is awarded the state and federal tax deductions for Luke and Ethan until Luke turns 18. When Luke turns 18, Katie will continue to be awarded the state and federal tax deductions for Sophie, Glade will continue to be awarded the state and federal tax deductions for

Ethan, and the parties will alternate the state and federal tax deductions for Isaac with Glade being awarded the deductions for him in odd number calendar tax years and Katie being awarded the tax deductions for him in even number calendar tax years until Ethan and Sophie turn 18. When Sophie and Ethan turn 18, the parties will continue to alternate the state and federal tax deductions for Isaac with Glade continuing to claim him in odd number calendar tax years and Katie continuing to claim him in even number calendar tax years until he turns 18.

20. Glade must be current in child support by December 31<sup>st</sup> of the year he is entitled to claim any child on taxes in order to claim the deductions. In connection with this, if Katie believes that Glade is not current in child support, she shall notify him in writing of such by 12/15, including the amount of arrears claimed. Thereafter, Glade shall have until 12/31 in order to bring any arrears current. In the event that Glade is not current or does not become current in child support by 12/31 of the year he is entitled to claim a child or children, then Katie shall be awarded the deductions for the child or children he was entitled to claim for that year.

21. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332 and any other forms required by the IRS in order to release the tax exemption to the other party for the year(s) which they are entitled to claim. Any such form(s) shall be completed by the parties and exchanged on or before February 15th of each year.

### **REAL PROPERTY**

22. There is no real property subject to division.

### **PERSONAL PROPERTY**

23. The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of the Stipulation as a full and complete division of personal property. Should Katie come across any of Glade's personal property, clothing or personal effects; these items will be returned to Glade through his grandparents.

24. Katie is awarded the 2011 Dodge Caravan as her sole and separate property free and clear of any claim or interest of Glade. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

25. Glade is awarded the 2005 Ford Focus as his sole and separate property free and clear of any claim or interest of Katie. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

26. Glade purchased and sold a Nissan Pathfinder after the parties separated, with all aspects of the purchase and sale, including any net gains or losses relating

to the property having been divided and allocated to the mutual agreement and satisfaction of the parties.

### **DEBTS AND OBLIGATIONS**

27. The debts shall be divided as follows:

a. KATIE

- i. Any credit cards in her name, any debts incurred solely by her and/or in her name, and any debts incurred by her since the date of separation on 5/8/25
- ii. Her own medical and dental expenses

b. GLADE

- i. Any credit cards in his name, any debts incurred solely by him and/or in his name, and any debts incurred by him since the date of separation on 5/8/25
- ii. His own medical and dental expenses

28. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

29. Neither party has any retirement, pension and/or investment assets, interests and/or accounts in their name.

### **ACCOUNTS AND TAX FILING**



30. The joint Zions (#4186) and joint AFCU savings (#4188) accounts shall be closed, with the parties to divide equally the funds in these accounts. The parties shall cooperate in order to complete and sign any forms necessary to close the accounts, which shall be completed within 30 days of the date of the Stipulation.

31. Each party is awarded all financial institution accounts in their own names as their sole and separate property free and clear of any claim or interest of the other party.

32. All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

33. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

34. Commencing with the 2025 tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

35. There are no joint health insurance policies. Each party is responsible for their own health insurance coverage at their sole cost.

36. There are no joint auto insurance policies. Each party is solely responsible for their own automobile insurance coverage at their own cost.

37. There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

38. Each party is solely responsible for their own cell phone plan and account at their sole cost. Katie will be removed from Glade's plan and in connection with this is awarded her own cell phone and number (801-620-0304). The parties shall cooperate in order to sign and complete any forms necessary to implement this provision, including porting Katie's cell phone number to a new account/plan; which shall be completed within 30 days of the date of the Stipulation.

39. Each party is solely responsible for their own expenses, commencing the month of February of 2026, with the exception of Katie's rent for the month of February of 2026, which shall be paid by Glade in lieu of child support for the month, as set forth at Paragraph 12 above. Katie shall be solely responsible for her monthly rent payment commencing the month of March of 2026 and thereafter.

40. Neither party is awarded any alimony from the other now and forever in the future.

41. At her sole option and election, Katie may be restored to her maiden surname of “Mackley”.

### **RESTRAINING ORDERS**

42. The following mutual restraining order shall be entered:

- a. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). All communication between the parties shall be in writing, solely regarding the minor children, civil, at reasonable times, and of reasonable frequency and duration,
- b. The parties are mutually restrained from disparaging one another to the minor child(ren), alienating, or otherwise interfering with the other’s relationship with the minor child(ren); or allowing any third party to do so.
- c. The parties shall not involve the minor child(ren) in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the minor child(ren) or the minor child(ren)’s preferences with respect to issues of custody and/or parent time either by reward, punishment or guilt.

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

**e.** There shall not be any corporal punishment or physical discipline of the minor children.

**f.** In order for a party to exercise overnight parent time with the minor children, they shall have a separate bed for each child, with the boys allowed to share a room, but their daughter not sharing a room with her brothers or either parent.

43. The parties shall each pay their own attorney fees and costs incurred in this matter.

44. The pretrial currently scheduled for 3/5/26 shall be stricken.

45. Both parties shall execute all documents required in order to effectuate the terms of this Decree of Divorce.

--END OF ORDER --

**Signed as indicated at the top of page one.**

Approved as to form:

/s/

Roy Cole

Attorney for Respondent

***RULE 7 NOTICE***

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

DATED this 18th day of February 2026.

/s/ Marci L. Matonis  
Attorney for Petitioner

***CERTIFICATE OF SERVICE***

I hereby certify that on the 18th day of February 2026, I sent a true and correct copy of the foregoing DECREE OF DIVORCE by the indicated method(s) and to the following individual(s):

|                                |   |       |
|--------------------------------|---|-------|
| Roy Cole                       | x | Email |
| <i>Attorney for Respondent</i> |   |       |

|                   |   |       |
|-------------------|---|-------|
| Kathryn Moore     | x | Email |
| <i>Petitioner</i> |   |       |

/s/ Leslie Rosas  
Paralegal

# **“EXHIBIT A”**

Attached to Decree of Divorce

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| <b>Holiday</b>                 | <b>Holiday Time Period</b>   | <b>Years<br/>Glade is<br/>Granted<br/>Holiday</b> | <b>Years<br/>Katie is<br/>Granted<br/>Holiday</b> |
|--------------------------------|--|---|---|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed;<br>or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes. | Odd years   | Even years  |
| President's Day                | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed;<br>or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes. | Even years  | Odd years   |
| Spring Break                   | (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.  | Odd years   | Even years  |
| Memorial Day                   | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed;<br>or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes. | Even years  | Odd years   |

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| Mother's Day     | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.  | Mother's Each Year |            |
| Father's Day     | (1) Holiday begins on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m.  | Father's Each Year |            |
| Independence Day | (1) Holiday begins on July 3rd at 6 p.m.<br>(2) Holiday ends on July 5th at 6 p.m.  | Odd years          | Even years |
| Pioneer Day      | (1) Holiday begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m.  | Even years         | Odd years  |
| Labor Day        | (1) Holiday begins on Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed;<br>or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes. | Odd years          | Even years |
| Columbus Day     | (1) Holiday begins at 6 p.m. on the day before Columbus Day.<br>(2) Holiday ends at 7 p.m. on Columbus Day.   | Even years         | Odd years  |
| Fall Break       | (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.   | Odd years          | Even years |
| Halloween        | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school.<br>(2) Holiday ends at 9 p.m. on the same day the holiday begins.                                  | Even years         | Odd years  |
| Veterans Day     | (1) Holiday begins at 6 p.m. on the day before Veterans Day.<br>(2) Holiday ends at 7 p.m. on Veterans Day.   | Odd years          | Even years |
| Thanksgiving     | (1) Holiday begins on Wednesday at:<br>(a) 6 p.m.; or<br>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent  | Even years         | Odd years  |

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|  |  |                  |                 |
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|  | granted the holiday.<br>(2) Holiday ends at 7 p.m. on the night before school resumes.   |                  |                 |
| Winter Break<br>(First Half)               | (1) Holiday begins at:<br>(a) 6 p.m. on the day on that school dismisses for winter break; or<br>(b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.<br>(2) Holiday ends on December 27th at 7 p.m.  | Odd years        | Even years      |
| Winter Break<br>(Second Half)              | (1) Holiday begins on December 27th at 7 p.m.<br>(2) Holiday ends at 7 p.m. on the night before school resumes.  | Even years       | Odd years       |
| Day of Child's<br>Birthday                 | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.   | Even years       | Odd years       |
| Day Before or<br>After Child's<br>Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.   | Odd years        | Even years      |
| Juneteenth National<br>Freedom Day         | (1) Holiday begins at:<br>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or<br>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day. | Even Years—Glade | Odd Years—Katie |

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