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IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY, STATE OF UTAH	
In the matter of the minor child of: MATTHEW D. HARDCASTLE, and CRYSTAL ROWLAND.	DECREE OF PATERNITY Case No.: 234901933 Judge: Cristina Ortega Commissioner: Brandon Richards

This matter comes before the above-referenced court by way of Petitioner Matthew D. Hardcastle's Verified Petition for Paternity, Custody and Support. This Court having reviewed the parties' Settlement Agreement; does hereby find good cause to make and enter this Decree of Paternity, as follows:

1. Residency. Petitioner Matthew D. Hardcastle (hereinafter referred to either as "Father" or "Petitioner") is a bona fide resident of Weber County, State of Utah, and has been for at least 90 days immediately prior to the filing of this action.
2. Marriage Statistics. Petitioner and Respondent Crystal Rowland (hereinafter referred to either as "Mother" or "Respondent") were never married.

3. Child. The parties are the legal parents of the following child under Utah's Uniform Parentage Act, Utah Code Ann. § 81-5-101 *et seq.* Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration the name, birth date of the child is being submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of the child is:

<i>Child's Initials</i>	<i>Birth Month and Year</i>
S.R.H.	September 20, 2019

4. Uniform Child Custody Jurisdiction and Enforcement Act. Pursuant to Utah Code Ann. § 81-5-101 *et seq.*, Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor child or Utah was the home state of the minor child six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code Ann. § 81-5-101.

5. Child – Rule 100. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. § 81-11-101 *et seq.* and The Uniform Interstate Family Support Act, Utah Code Ann. § 81-8-101 *et seq.*, the Petitioner states upon information and belief that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor child which have been filed, or are pending, or have been completed with an order.

- b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' child.
- c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.
- d. Child's name. The parties agree that the minor child's name shall be hyphenated to Swayze Layne Rowland-Hardcastle. The parties shall cooperate to start the process within 90 days. If there is a cost Father shall pay the cost.

PARENTING PLAN

Joint Physical Custody / Parent-time

6. Custody. Mother is designated as the primary physical and residential parent.
7. Parent-time. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Mother	Mother	Mother	Father mid-week visit	Father	Father	Father till 7:00 p.m.
<i>Week 2</i>	Mother	Mother	Mother	Father mid-week visit	Mother	Mother	Mother

- a. Parent time shall be pursuant to Utah Code Ann. § 81-9-302 including holidays and extended time.
 - b. Either party can file a petition to modify after 3 years from the date of this agreement without showing a substantial change of circumstances.
8. Extended Parent-time. Father shall receive up to four (4) weeks when school is not in session at the option of the Father, including weekends normally exercised by the Mother, but not holidays. One two (2) 2-week periods shall be uninterrupted time for the Father and the other two (2)-week period shall be interrupted time. Mother shall be entitled to one (1) 2-week period of uninterrupted parent-time in the summer.
9. Notification of Extended Time. Both parents should provide notification of extended parent-time or vacation weeks with the child by May 1 each year with the Mother having first choice of extended time in even numbered years and the Father having first choice of extended time in odd numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.
10. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Ann. § 81-9-302, with Father acting as the “Custodial Parent” and Mother acting as the “Noncustodial Parent” for interpreting the holidays only, as follows:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Even Years</i>	<i>Odd Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly	Father	Mother

	dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Mother	Father
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Father	Mother
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Mother	Father
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mother	Mother
Juneteenth National Freedom Day	(1) Holiday begins at: (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 (b) 9 a.m. on Juneteenth National Freedom	Mother	Father

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

	(2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Father	Mother
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (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. (2) Holiday ends on December 27th at 7 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Father	Mother

Joint Legal Custody

11. Joint Legal Custody. The parties shall share joint legal custody of the child.

- a. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve. Father shall be added to all medical, education etc. information and documentation for the minor child.
- b. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the child, the parties shall adhere to the following dispute resolution procedure:
 - i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
 - ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
 - iii. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.

- iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
 - v. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
 - vi. Presumptive Decision Making: If the parties are still unable to come to an agreement, Mother shall have presumptive final decision-making authority.
 - vii. Court Review: Father shall have the right to challenge any such decision by way of court review to determine whether the decision is contrary to the best interests of the minor child.
 - viii. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.
 - c. Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court
12. Day to Day Decisions. The party with the parent-time shall make the day-to-day decisions for the child.

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Communication

13. Our Family Wizard. The parties will utilize Our Family Wizard to communicate and calendar. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their child to deliver messages. The parties will use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Our Family Wizard by May 1, 2027. The parties will exchange receipts, calendar, and communicate through Family Wizard.

14. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

Miscellaneous Parenting Provisions

15. Relocation. If either party moves more than 150 miles, the parties will be bound by Utah Code Ann. § 81-9-209.

16. Travel. When the child travel with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

17. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in.

18. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

19. Mutual Restraining.

- a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor child of the parties (or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the child and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the child.
- b. The parties are further enjoined from discussing custody or this divorce action with the child in any way or in such a manner that the child may become aware of

the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

- c. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
- d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the child from any situation in which the other parent is being disparaged in any way.

20. First Right of Refusal. Each parent will have the first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

21. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

22. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing

extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

23. Transportation for the Child. The parties will utilize school-to-school or childcare exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon. If the exchange happens at the residence, the parties shall have a curbside exchange.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated as according to Utah Code Ann. § 81-6-107 et seq. The Mother's gross monthly income is \$2,848.00 per month. The Father's gross monthly income is \$5,000.00 per month. The support has been calculated according to the Sole Physical Custody Worksheet. Father's child support obligation should be \$580.00 per month. Child support shall commence April 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of

graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

25. Arrears. There was a discharge for arrears owing for medical from ORS in July 18, 2025. ORS states that there are no amounts owing in arrears.

26. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with Utah Code Ann. § 81-6-208. The child is currently on Medicaid.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30

days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

- d. If, at any point in time, the dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.
- e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.
- f. A parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

27. Childcare Expenses. The parties shall adopt Utah Code Ann. § 81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor child.

28. Dependency Exemption. The parties will share the dependency exemption for the minor child as follows:

- a. The parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for even-numbered tax years, and the Father will claim the minor child as a dependency exemption for odd-numbered tax years.
 - b. Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.
29. Attorney's Fees and Costs. Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

****END OF ORDER****

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED
BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE****

Approved as to form:

/s/ J. Jarom Bishop (signed by Dale Ellsworth with permission granted on 06/18/2026)
J. JAROM BISHOP
Attorney for Petitioner