



DANIEL W. McKAY (USB #8898)  
**DANIEL W. McKAY & ASSOCIATES, PLLC**  
952 North 200 East  
Spanish Fork, UT 84660  
Telephone: (801) 798-8000  
Fax: (801) 798-1670  
Email: [dwm@dmckaylaw.com](mailto:dwm@dmckaylaw.com)  
Attorney for Petitioner *Emily Southwick Lewis*

---

**IN THE FOURTH JUDICIAL DISTRICT COURT  
IN AND FOR UTAH COUNTY, STATE OF UTAH**

---

*IN THE MATTER OF THE MARRIAGE OF:*

EMILY SOUTHWICK LEWIS,

Petitioner,

and,

WESLEY TUCKER LEWIS,

Respondent.

**DECREE OF DIVORCE**

Case No.: 254402687

Judge: Thomas Low

Commissioner: Marla Snow

---

This matter comes before the Court by way of Petitioner Emily Southwick Lewis' ("Ms. Lewis") and Respondent Wesley Tucker Lewis' ("Mr. Lewis") Stipulation seeking the Court's entry of a Decree of Divorce. The Court, having reviewed the parties' Stipulation herein, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows:

**DECREE**

1. Ms. Lewis is currently a resident of Utah County, State of Utah, and has been a resident of Utah County, state of Utah, for three (3) months immediately preceding the commencement of this action.
2. The parties were married on August 18, 2018 in St. George, Washington County, State of Utah, and are now, and have been since that time husband and wife.
3. The parties separated on or about August 1, 2025.

**GROUND**

4. The parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. § 81-4-405(1)(h).

**CHILDREN**

5. There is one (1) minor child born, or legally, at issue in this divorce proceeding, to wit:

| <b><u>NAME</u></b> | <b><u>DATE OF BIRTH</u></b> |
|--------------------|-----------------------------|
| J.R.L.             | October 2020                |

6. No other children are expected as an issue of this marriage.
7. The parties' minor child has resided in Utah County, State of Utah, for the past six (6) months. Utah is the home state of the minor child.
8. The parties have no knowledge of any current custody proceeding concerning the parties' minor child pending in a Court of Utah, or any other state. Upon information and belief, no proceedings involving the custody of the child have been filed in any Juvenile Court.
9. The parties have no knowledge of any person not a party to this proceeding who has physical custody of the parties' minor child or who claims to have custody or visitation rights with respect to the parties' minor child.

**10.** The parties shall be awarded joint legal custody of the minor child. If the parties are unable to agree on a matter involving the minor child, Ms. Lewis shall have the final say over the matter.

**11.** It is in the best interest of the parties' minor child that Ms. Lewis be awarded sole physical custody of the minor child. Absent written agreement between them, J.R.L. shall begin school in the relevant school district based upon Ms. Lewis' address. Mr. Lewis shall be awarded parent-time as outlined in Utah Code Anno. §81-9-302, subject to the following modifications:

**a.** From the date of the entry of this Decree until May 28, 2026, Mr. Lewis will not exercise mid-week parent-time and will instead exercise parent-time every other weekend beginning on Thursday evening at 6 p.m. and continuing until Sunday evening at 6 p.m., unless Monday is a holiday that Mr. Lewis is entitled to, in which case Mr. Lewis will return J.R.L. to Ms. Lewis' residence by 7 p.m. on Monday.

**b.** Beginning on May 29, 2026, and continuing for the summer of 2026, Mr. Lewis will be entitled to exercise four weeks of parent-time, in one-week blocks separated by at least one week. During the summer of 2026, or any off weeks in which Mr. Lewis is entitled to weekend parent-time, the weekend parent-time will run from Thursday at 6 p.m. and continue until Monday at 9 a.m.

**c.** Beginning with the school year, Mr. Lewis will be entitled to exercise parent-time every other weekend, beginning on Friday night at 6 p.m. and continuing until Sunday at 6 p.m.

**d.** Beginning in the summer of 2027, Mr. Lewis will have 50% of the summer and the parents will follow a week-on, week-off parent-time schedule unless otherwise agreed.

**e.** Parent-time adjustments will be discussed in the event Mr. Lewis relocated to within 30 miles of Ms. Lewis' current residence. This will be a material and substantial change in circumstance.

**f. Holiday schedule.** The parties shall exercise holiday parent-time as they can agree. In the event the parties cannot agree, the parties shall follow the holiday parent-time schedule delineated in Utah Code Ann. §81-9-302, with

Mr. Lewis designated as the noncustodial parent for purposes of determining holiday parent-time.

- i. The following amendments shall apply to the holiday parent-time schedule delineated in Utah Code §81-9-302:
- ii. The parties will alternate Easter with Ms. Lewis being entitled to parent-time on odd years and Mr. Lewis on even years.
- iii. If the minor child's school has a fall break, the parties agree that fall break will run from 6 p.m. on the day that school dismisses for fall break and ends at 7 p.m. on the day before school resumes. Ms. Lewis will be entitled to parent-time during fall break on even years, and Mr. Lewis on odd years.
- iv. Due to the distance between the parties, for any holidays that are less than 26 hours in duration under Utah Code Ann. §81-9-302, the parties agree that Mr. Lewis will be responsible for pickup and drop-off of the minor child at Ms. Lewis' residence or at a mutually agreed-upon location, no more than 10 miles from Ms. Lewis' residence, on all holidays on which Mr. Lewis is entitled to parent-time.
- v. If Mr. Lewis elects not to exercise any holiday that is less than 26 hours in duration, which he is entitled to, Mr. Lewis will be entitled to a makeup day by keeping J.R.L. for an additional day during his week in the following summer.

**g. Virtual Parent-Time.** The parties shall continue to offer liberal virtual parent-time consistent with their current course of conduct.

### **PARENTING PLAN**

**12. Final Decision Making.** The Alternate Dispute Resolution Process as to major legal decisions is outlined as follows:

- a. The party seeking a decision will notify the other as to the decision and offer available times for discussion. If after a discussion the parties cannot agree, they will take the advice of relevant professionals involved in their child's life (i.e. doctors, dentists, therapists, counselors).

**13.** If there is still a disagreement between the parties after considering the input from the third-party professional about what is best for J.R.L., Ms. Lewis may make the decision. If Mr.

Lewis does not agree that the final decision is in the child's best interest, he may file with the Court.

**14. Communication between parents.** The parties should communicate primarily via email and text message but they may also communicate via phone. All communication shall be respectful and civil and shall be child-focused.

**15. First Right of Refusal.** Should either party be unavailable to care for their child for a period of more than overnight, they will offer care of their child to the other parent before seeking care from a third party.

**16. Transportation.** Fillmore shall be used as a midpoint and that the parties will share transportation as they can agree. If Mr. Lewis exercises the Sunday overnight, he will be responsible for transporting the minor child to Ms. Lewis.

**17. Extracurricular activities.** The parties shall share equally the cost of extracurricular activities related to J.R.L. so long as the activities are agreed upon in writing prior to J.R.L. being enrolled in the activity. If the parties have agreement on an activity, they will support the activity on their parent-time. Absent written agreement of the parties, each parent may not schedule activities on the other parent's parent-time and the advocating parent would pay all the costs associated therewith.

**18.** The child should have a positive and safe relationship with each parent, and for that reason both parties should adhere to the following parenting plan:

**a.** The parties should share responsibility for pick-up and drop-off of the child at the receiving party's residence, unless otherwise agreed between the parties.

**b.** Both parties shall provide addresses and contact telephone numbers to the other party and will immediately notify the other party of any emergency

circumstances or substantial changes in the health of said minor child while in their care, custody, and control.

**c.** The person having the child in their custody may make immediate medical decisions in the event necessary but shall confer with the other party involving significant medical issues or emergencies.

**d.** Each party shall inform the other of any school activities or any other outside activities that said child may be involved in, for both the child's support and involvement in said activity.

**e.** Each party shall ensure that the child attend all events and while the children are in their care.

**f.** Both parties shall be restrained from derogatory and disparaging comments about the other party or in any other way diminishing the love, respect, and affection that the minor child have for the other party, either directly or indirectly, through media, friends or family members.

**g.** Communication between the parties shall be civil and polite and shall not contain any profanity, harsh language, or use of intimidating or threatening behavior.

**h.** Neither party shall hide nor threaten to hide the minor child from the other in any manner in an attempt to prevent the other parent from visiting the minor child or being involved in the minor child's life.

**i.** Each party should facilitate communication between the child and the other party for the benefit of the child.

**i.** Each party should encourage the child to maintain contact with the other party.

**ii.** Communication between the child and parties should be uncensored.

**j.** Neither party shall discuss adult matters with the child.

**i.** Specifically, the parties shall not discuss anything relating to these proceedings, with the exception of parent-time, with the child.

**k.** Each party shall make the child available to the other party for family functions, family reunions, religious holidays, vacations, sporting activities,

and the parent with the child shall assure that the child is available for all church and sporting events.

- i. As such, the party whose visitation and parent-time has been impacted by making the child available to the other party, shall be entitled to make up parent-time within the next thirty (30) days.
- l.** Each party shall have full access to school, medical, and church records, religious events, and each party shall have the right to exercise their right of involvement, including the right to attend and participate.
- m.** Each party shall ensure that the child attend any appointments, activities, or events while exercising parent-time.
- n.** The parties shall make any and all day-to-day decisions while the child is in their care.
- o.** Each party shall be respectful of the child's wishes, activities and desires and shall consult with the other party to effectively communicate concerns of the child, behavioral problems with the child and any other matters which may affect the well-being of the children.
  - i. Each party should work to improve the relationship of the child with both parties, both for the benefit of the child as well as the other party.
  - ii. The parties should not permit the child to create conflict and should uniformly enforce provisions.
- p.** Whenever either party travels with the child out of State they should provide an itinerary of the child's intended location, activities, and contact information where the child can be reached.
- q.** Neither party should use or consume or possess alcohol, illegal drugs, smoke, or misuse prescription drugs while exercising parent-time with the minor children nor shall they permit others to use or consume or possess alcohol, illegal drugs, smoke, or misuse prescription drugs in the presence of the minor children.
- r.** Neither party should be permitted to introduce persons with whom they have a romantic interest in to the parties' minor children until such time as the romantic relationship is serious and stable.

s. Neither party should be permitted to have their romantic partners, to whom they are not married, as overnight guests at any time while exercising parent-time.

t. Neither party should be permitted to have their romantic partners, to whom they are not married, engage in overnight travel with them while exercising parent time.

### **CHILD SUPPORT**

19. Ms. Lewis is employed and earns or has the ability to earn \$2,184 per month. Mr. Lewis is employed and earns or has the ability to earn \$5,000 per month. Based on the combined support amount as derived from the parties' current incomes, the Utah Uniform Child Support Guidelines calculate that Mr. Lewis will owe Ms. Lewis \$604 each month in child support.

20. Child support shall be payable one-half (1/2) before the 10<sup>th</sup> and one-half (1/2) before the 26<sup>th</sup> of each month.

21. Child support shall continue until the minor child becomes eighteen (18) years of age, or through the end of the month of the minor child's normal and expected date of graduation from high school. Whichever occurs later.

22. There shall be no arrears as of the date of the signing of the Stipulation.

23. Child support shall be subject to review after three (3) years, or in the event that either party should have a substantial change in circumstances in accordance with Utah Code Ann. §81-6-212(5)(a).

### **INSURANCE AND MEDICAL EXPENSES**

24. The parties will share the out-of-pocket cost of health and dental insurance for J.R.L. consistent with Utah Code 81-9-208. If both parties are providing health insurance for J.R.L., the parties will each solely pay the costs associated with their health insurance plan/policy.



25. Ms. Lewis currently provides health insurance for J.R.L. and she shall continue to do so for as long as she is able. When she is no longer able, the parties shall split costs pursuant to the Utah Code. If J.R.L. is insured by two policies, Ms. Lewis' policy shall be the primary policy.

26. The parties shall share any out-of-pocket health, dental, therapeutic, orthodontic, ophthalmic, and other costs related to J.R.L.'s welfare equally pursuant to Utah code 81-9-208.\

### **TAX EXEMPTIONS**

27. Ms. Lewis will be awarded J.R.L. for use as a tax benefit in 2026 and 2027. The parties agree that they will share J.R.L. for use as a tax benefit on their taxes, with Ms. Lewis beign awarded use in years ending in an odd number, and Mr. Lewis beign awarded use in years ending in an even number commencing in 2028. To use J.R.L. as a tax benefit or credit on their taxes, they must be current in their court ordered child support. If a party does not receive a benefit from claiming J.R.L. on their taxes, that party shall offer J.R.L. to the other party.

28. The parties shall file a joint tax return for the tax year 2025. The parties expect to receive \$3,699 in a tax refund which shall be awarded to Ms. Lewis. If Mr. Lewis submits his receipts to the tax preparer within 10 days from March 10, 2026, and it results in a higher refund, he will be awarded any additional monies. The parties shall file separate tax returns for all years after the tax year 2025.

### **ALIMONY**

29. Mr. Lewis shall pay Ms. Lewis alimony in the amount of \$396/month. The combined support obligations of child support and alimony shall remain \$1,000/month for four years unless alimony terminates sooner for any statutory reasons.

### **PERSONAL PROPERTY**

30. The parties shall be awarded their personal property that is in their possession.

31. Mr. Lewis is awarded the 2017 Volkswagen Jetta and the loan associated with it; the 2022 BMW 1000RR and any loan associated with it; and the 2019 Alpine Keystone Trailer and the loan associated with it. Mr. Lewis shall assume, pay, satisfy, and discharge any and all debts, loans, liens, or encumbrances associated with the foregoing property.

#### **FINANCIAL ASSETS**

32. Financial assets have been divided prior to the signing of the Stipulation.

#### **DEBTS AND OBLIGATIONS**

33. The parties shall be solely responsible for any debts associated with property awarded to them and they shall hold the other harmless from any liability associated with those debts.

34. There is a credit card held by Mountain America Credit Union and with account number XXXX5160. Mr. Lewis shall be solely responsible for the liability associated with that debt.

Within 10 days from March 10, 2026, Mr. Lewis shall initiate removing Ms. Lewis from any joint account. Mr. Lewis shall assume, pay, satisfy, and discharge any and all debts, loans, liens, or encumbrances associated with the foregoing property.

35. Mr. Lewis shall indemnify, defend, and hold Ms. Lewis harmless from any and all liability, claims, damages, losses, costs, or expenses (including reasonable attorney's fees) arising from or related to such debts or obligations.

36. In the event that Ms. Lewis is required to pay any portion of the foregoing debts, or incurs any expense, loss, or liability arising therefrom, Mr. Lewis shall immediately reimburse Ms. Lewis for the full amount paid or incurred, together with any associated costs, interest, and reasonable attorney's fees. If Ms. Lewis is contacted by anyone pertaining to this debt, she will

immediately refer any such persons back to Mr. Lewis, and she shall notify Mr. Lewis that she has been contacted and share any relevant information, including the name and contact information.

**MAIDEN NAME**

37. Ms. Lewis may return to her maiden name of Emily Southwick if she so chooses.

**MUTUAL RESTRAINING ORDERS**

38. The parties shall be restrained from speaking ill of the other parent in the presence of J.R.L. and shall remove J.R.L. from the presence of any person, be they friend or family, that is speaking poorly about the other parent.

**COSTS AND ATTORNEY FEES**

39. Each of the parties shall be solely responsible for any of their outstanding attorney fees.

**MISCELLANEOUS**

40. Both parties shall deliver upon reasonable request any document or deed necessary to implement the provisions of this Decree.

41. Unless otherwise stated herein, the effective date of the provisions of this Decree shall be April 1, 2026.

**\*\*\* 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/ Christian Jones 4/16/26  
CHRISTIAN JONES/DATE  
Attorney for Respondent  
*Electronically signed with permission via email.*

**NOTICE TO PARTIES**

PLEASE TAKE NOTICE that the undersigned shall submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure Rule 7(j).

SIGNED AND DATED this 16<sup>th</sup> day of April 2026.

**DANIEL W. MCKAY & ASSOCIATES, PLLC**

/s/ Daniel W. McKay \_\_\_\_\_  
DANIEL W. MCKAY  
Attorney for Petitioner

**CERTIFICATE OF SERVICE**

I hereby certify that on April 16, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served upon the following and electronically filed:

| <b><u>PERSON</u></b>  | <b><u>METHOD OF SERVICE</u></b>   |
|---|---|
| Justin W. Wayment<br>Christian Jones<br>51 East 400 North #1<br>P.O. Box 1808<br>Cedar City, UT 84721-1808<br>Telephone: (435) 586-3300<br>Email: <a href="mailto:jwayment@waymentandjoneslaw.com">jwayment@waymentandjoneslaw.com</a><br>Email: <a href="mailto:cjones@waymentandjoneslaw.com">cjones@waymentandjoneslaw.com</a> | <input checked="" type="checkbox"/> e-Filing (UCJA Rule 4-503)<br><input type="checkbox"/> U.S. Regular Mail<br><input type="checkbox"/> Facsimile Transmission<br><input type="checkbox"/> E-Mail<br><input type="checkbox"/> Personal Service |

DATED AND SIGNED this 16<sup>th</sup> day of April 2026.

**DANIEL W. MCKAY & ASSOCIATES, PLLC**

/s/ Benjamin Duffield  
Legal Assistant to:  
DANIEL W. MCKAY  
Attorney for Petitioner