



Darin S. Featherstone --13209
FEATHERSTONE FAMILY LAW, P.C.
686 E 110 S, Suite 204
American Fork, Utah 84003
Telephone: 801-824-6130
Email: darin.featherstone@featherstonefamilylaw.com
Counsel for Petitioner

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

In the matter of the marriage of

ALYZA P. ELKINS,
Petitioner,

vs.

LUCAS S. ELKINS,
Respondent.

DECREE OF DIVORCE

Case No. 264401257

Judge Thomas Low

Commissioner Marian Ito

IN THIS ACTION, the parties, having signed a Stipulation for Divorce (the "Stipulation"), consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation;

NOW THEREFORE, in light of the foregoing; and for good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

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

CHILDREN

2. The parties have two (2) minor children. There are no other children expected as issue of this marriage. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the

names and birth dates of the children are being submitted to the Court on the Non-public Information – Minors form. The initials, birth months and birth years of the minor children are: D.E., born December 1, 2022, and J.E. born June 11, 2025.

3. Utah has jurisdiction to make the initial child custody determination pursuant to U.C.A. § 78B-13-101, et seq. The children have resided in Utah for at least three consecutive months immediately before the commencement of this proceeding, and Utah is currently the home state of the children. A court of another state does not currently have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children's care, protection, training, and personal relationships.

4. This Court has jurisdiction over the children pursuant to Utah Code Ann. § 78B-13-201.

5. The parties are not aware of any other custody or parent-time proceedings concerning the minor children pending in a court of this or any other state.

6. The parties do not know of any person, not a party to these proceedings, who has had physical custody of the subject minor children or who claims to have custody or parent-time rights with respect to said children.

Custody

7. Petitioner is awarded sole physical custody, subject to parent time with the Respondent as follows: Respondent will have up to two supervised visits per week, but no overnight parent time. The parties will agree on a supervisor for Respondent's visits and Respondent's visits will be scheduled at least 24 hours in advance by agreement between the parties (including for a

reasonable duration, not to exceed four hours per visit). Typically, the Petitioner will be providing the supervision.

8. The minor children will attend schools based on Petitioner's residential address.

9. Petitioner is awarded sole legal custody.

10. Transportation will be provided by the receiving parent, if necessary, in other words, the Parent who is beginning their parent time will pick up the children at the other parent's residence, or at an agreed upon alternative location (the Respondent will need to have a supervisor present for pick-up or drop-offs).

11. Each party will attend and complete the two-hour course entitled "Divorce Education for Parents" and the one-hour course entitled "Orientation" as required by law. Information and course schedules may be obtained through the clerk of the District Court.

12. If either party subsequently moves more than 150 miles away from the other parent, he or she will comply with the notice provisions of Utah Code Annotated § 81-9-209, including providing sixty (60) days advance written notice of the intended relocation to the other parent. The written notice will contain statements affirming that (i) the parties' parent-time schedule as set forth herein will be followed, and (ii) neither parent will interfere with the other's parental rights as set forth herein.

Court Ordered Education Classes

13. Each party will attend and complete the two-hour course entitled "Divorce Education for Parents" and the one-hour course entitled "Orientation" as required by law. Information and course schedules may be obtained through the clerk of the District Court.

CHILD SUPPORT AND EXPENSES

Child Support

14. The Respondent's child support obligation will be based on a sole custody worksheet using the parties' current or imputed incomes. The Petitioner is currently employed and earns an approximate monthly gross income of \$3,650. The Respondent's current full-time average monthly income is as follows: \$4,646 for disability, \$4,265 (on average) for his employment with MCC Manufacturing, totaling an average of \$8,911. As a result, child support shall be calculated pursuant to the "Uniform Civil Liability for Support Act," Utah Code Annotated 78B-12-101 et seq. The Respondent's monthly child support obligation is therefore \$1,311 per month.

15. Respondent will pay child support directly to Petitioner twice a month with one-half of the monthly payment being made by the 5th of each month and the other half of the monthly payment being made by the 20th of each month.

16. In accordance with statute, when a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award may not be reduced by a per-child amount derived from the base child support award originally ordered.

Health and Dental Insurance

17. The Respondent will maintain health, optical and dental insurance for the parties' minor children.

18. If the children are double covered, the Respondent's insurance will be primary and the Petitioner's secondary unless the parties agree otherwise in writing. Currently, the Respondent is providing the children's health insurance and will continue to do so. If the Respondent fails to provide health, optical and dental insurance for the children, he will then be responsible for any uninsured out-of-pocket expenses that may be incurred.

19. The Respondent will pay 100% of the out-of-pocket costs of the premium actually paid for the children's portion of insurance.

20. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents (so long as the Respondent is providing the health insurance as stated above).

21. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he or she first knew or should have known of the change.

22. The parent who incurs medical and/or dental expenses on behalf of the minor children shall provide written verification of the cost and payment of medical and/or dental expenses to the other parent within thirty (30) days of payment. Once notified of his/her portion of the medical and/or dental expenses that have been incurred on behalf of the minor children, the receiving parent shall remit payment within thirty (30) days of receipt of the verification. If

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

23. In addition to any other sanctions provided by the Court, either parent incurring medical and/or dental expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the above paragraphs.

Child Care

24. The parties will share equally all reasonable work or education-related childcare costs actually incurred by the Petitioner, including but not limited to paid childcare that is provided by the Petitioner's mother or other family members.

25. Extracurricular Activities. The parties will share equally any out-of-pocket amount incurred for any extracurricular activities in which *both parties agree in writing* that the minor children may be involved. If one parent incurs out-of-pocket costs he/she shall submit to the other parent 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 parent within thirty (30) days of receiving the verification of incurred expenses. If a parent does not agree to pay for an extracurricular activity but agrees that he/she will support said activity during their parent time, then the other parent may choose to incur that expense, but he/she will need to pay the entire cost on their own. Both parents must agree in writing if either parent attempts to sign a

child up for an activity that could reasonably be deemed dangerous or hazardous to a child's health.

26. Expenses. The parents shall assume and be responsible for fifty percent (50%) each of any required out-of-pocket school expenses incurred during the time leading up to and including high school. If a parent incurs an out-of-pocket school expense he/she shall submit to the other parent an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other parent within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

27. If the children take clothing or other items with them for parent time the receiving parent will ensure that all clothing or other items are returned with the children at the end of said parent time.

28. Both parties will be on their own separate cell phone plans should they choose to have one. Both parents must agree in writing on when the children will get cell phones. If the parties agree to provide cell phones for their minor children, the cost of said devices and the cost of service will be shared equally by both parents.

Tax Exemptions / Taxes

29. The Petitioner will have the right to claim the minor children as dependent exemptions for purposes of filing federal and state tax returns in each and every year.

30. The parties shall cooperate in signing any forms required by the IRS allowing the Petitioner to claim the children as an exemption.

31. The parties will file separate income tax returns for 2025 and thereafter.

SPOUSAL SUPPORT

32. Neither party will pay any alimony either now or hereafter.

MUTUAL RESTRAINING ORDER

33. Both parties are mutually restrained from harassing, annoying, threatening one another or otherwise bothering the other party. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

34. Both parties are restrained from speaking derogatorily about the other party to mutually known third parties. The parties shall not make disparaging remarks to one another or about one another on social media, in public, or on a public forum either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking, following, tracking, electronically monitoring, annoying, threatening one another or otherwise bothering the other party. Both parties are mutually restrained from releasing, reproducing, spreading or sharing any material (electronically or otherwise) with the other parties' likeness or with the likeness of any mutually known third parties. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

PROPERTY AND DEBTS

Debts

35. During the course of the marriage, the parties incurred a number of debts.

36. The Petitioner will be solely responsible for and hold Respondent harmless from liability on any and all debts in her name.

37. The Respondent will be solely responsible for and hold Petitioner harmless from liability on any and all debts in his name.

38. If there are any joint debts, the Respondent will be responsible for those debts and pay them off as soon as possible, if any should exist.

Personal Property

39. During the course of the marriage, the parties have acquired personal property.

40. The Petitioner is awarded the 2025 Honda Odyssey. The Respondent is awarded the 2025 Toyota Grand Hyland.

41. The parties' personal property will be equitably divided between them. If the parties are unable to agree on a division of their marital property, they will make a list of all disputed property and pick items from the list (back and forth) with the Petitioner choosing the first item from the list. If the parties are unable to successfully divide their property by choosing from a list, they will then need to attend mediation to work out a division of their property (and both parties will pay one-half of the mediation expenses). If the parties are still unable to successfully divide their marital property, either party may then file a motion under Utah Rule of Civil Procedure 101 and the Court will divide the property equitably.

Real Property

42. The parties do not own any real property, and none is in need of dividing.

Business Interest

43. The parties have no interest in any businesses.

Financial Assets/Bank Accounts

44. While married, the parties had or obtained investment and/or checking and savings accounts. Said accounts will be equally divided between them (after dividing all of the funds equally, the Petitioner is then awarded her accounts, and the Respondent is then awarded his accounts), any joint accounts will be closed as soon as possible.

Retirement Accounts

45. Petitioner is awarded all retirement accounts that are now under her individual name and in her individual possession or control. The parties are awarded any other retirement accounts one-half each. If necessary, a qualified domestic relations order will be entered effectuating said award and both parties will pay any associated fees equally.

MISCELLANEOUS

Maiden Name

46. Petitioner may be restored to her former surname, Jones, should she so desire.

Attorney's Fees

47. Both parties will pay their own attorney fees and costs.

Execution of Documents

48. Each party will execute and deliver to the other party any documents necessary to implement the provisions of the Decree of Divorce entered by the court.

End of Order, Court's Signature and Seal in Top Margin

RULE 7(f)(2) NOTICE

Objections to this proposed order must be filed within seven (7) days after service. Petitioner will submit this proposed order for entry upon being served with an objection or upon expiration of the time to object.

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of May 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served via U.S. mail, first class, postage pre-paid, upon the following:

Lucas Elkins
929 N. 830 E.
Lehi, UT 84043

/s/ Darin S. Featherstone