



Dustin D. Gibb (13220)  
**GIBB LAW FIRM, P.C.**  
610 N. Kays Dr., Suite 109  
Kaysville, UT 84037  
Telephone: (801) 725-6035  
Email: dustin@gibblawfirm.com  
*Attorney for Petitioner*

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

In the matter of the marriage of:

JENNIFER WILDE-LOTHROP,

Petitioner,

ROBBY LOTHROP,

Respondent.

**DECREE OF DIVORCE**

Case No: 264900786

Judge Welch  
Commissioner Blocher

The Parties signed a Settlement Agreement on the 9<sup>th</sup> day of March, 2025. The Court having reviewed the Petitioner's Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Settlement Agreement on file herein, having previously entered its written findings of fact and conclusions of law, and for good cause otherwise appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

**DECREE OF DIVORCE**

1. That the bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a Decree of Divorce from each other, the same becoming final upon entry by the Court.

### VENUE

2. The parties are bona fide and actual residents of Salt Lake County, State of Utah, and have been so for more than three months prior to the filing of the Petition for Divorce.
3. The parties are currently husband and wife, having been married on 7/23/2011.
4. The parties separated in 2020.
5. During the course of the marriage the parties have experienced irreconcilable differences and should be awarded a Decree of Divorce.

### CHILD AND PARENTS

6. The following child has been born as issues of this marriage: LSL. (DOB: 9/3/2017, age 8).
7. The parties are the legal mother and legal father of the child under Utah's Uniform Parentage Act. This court has jurisdiction to determine the issues related to the child in this divorce action because the parties became the legal parents of the child prior to or during the time the parties were married.

### JURISDICTION

8. The district court has proper jurisdiction over the subject matter of this action.
9. Salt Lake County Third District Court is the proper venue for this action.
10. The child resides in Utah and has done so for more than six (6) months prior to the filing of the Agreement.
11. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to

Utah's Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the child.

**12.** Pursuant to Rule 100 of the Utah Rules of Civil Procedure:

- a.** There are no proceeding in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the child which have been filed, or are pending, or have been completed with an order.
- b.** There are currently no juvenile court proceedings against or involving the child.
- c.** There is not any person who is not a party to these proceedings who has physical custody of the child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.

#### LEGAL CUSTODY

**13.** The parties are awarded joint legal custody of the child, subject to the following parenting-plan:

- a.** Decision-making:
  - i.** Each of the Parents is empowered to make routine day-to-day and emergency decisions affecting the health or safety of the child without the consent of the other. That said, the parent exercising parent-time during an emergency shall inform the other parent of the emergency as soon as possible, not later than 60 minutes after learning of the emergency, and

advise and consult with the other parent regarding emergency medical treatment of the child.

ii. It is anticipated that parental decisions shall be required for major decisions, including but not limited to educational, medical, and religious issues in raising the child. Each of the Parents is entitled to make minor decisions and the Parents are not entitled to micromanage one another.

iii. If and when a major issue arises, the Parents shall address the issues together. Each of the Parents shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the Parents may further elect to seek input from treating physicians or educators. If the Parents cannot agree after making a good faith effort to come to an agreed upon decision, the parties shall attend mediation prior to bringing the matter before the Court. The parties will equally divide the costs of mediation. The status quo will be maintained until an agreement between the parties is reached or until further order of the Court.

**b.** To the extent a party exercising parent-time will be away from the child overnight and is in need of overnight surrogate care, the party in need of the surrogate care shall be required to allow the other party to provide the care before anyone else.

i. The party exercising the right of first refusal shall be responsible

for all transportation related to exercising the right of first refusal.

c. For emergency purposes, whenever the child travels with either parent, all of the following shall be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (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.

d. Communication:

i. Communication related to parenting between the Parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship.

ii. The Parents shall not use the child as a messenger but shall instead communicate with each other directly.

iii. The Parents shall communicate as they have done historically and as both feel comfortable; however, either Parent may limit communication to text if one of the Parents is being disrespectful or misquoting oral communications to the detriment of the other parent. If a party asks a question by text message regarding the child, the other party should respond within a timely manner.

iv. Each of the Parents shall be entitled to telephone/virtual communication with the child at reasonable times, frequency, and

duration. A party shall respond to any request for telephone/virtual communication from the other party within a reasonable time period.

- v. Each of the Parents shall be entitled to virtual parent-time at reasonable times and for reasonable durations, and the other parent will not censor or otherwise interfere with such correspondence.

**e. Restrictions:**

- i. The Parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.
- ii. The Parents shall not use the child as a confidante to counsel with about their own personal problems—especially if the problem is related to the other parent.
- iii. The Parents shall not discuss adult issues with the child, including, but not limited to, legal proceedings. Furthermore, each Parent has a duty to keep court paperwork in a secure location so that the child does not read it.
- iv. The Parents shall not make negative or derogatory comments about each other or about the child's grandparents, significant other or other extended family members, to the child or within the child's range of hearing, including social media.

- v. The Parents shall not ask the child to lie for them or to keep something secret from the other parent.
  - vi. The Parents will not use corporal punishment with the child.
  - vii. The Parents shall not engage in any action that would estrange the child from the other parent or impair the child's love or respect for the other parent.
- f.** The following mutual restraining order shall be entered:
- i. 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. All communication between the parties shall be about the child only and be civil, at reasonable times, and of reasonable frequency and duration.
  - ii. The parties are mutually restrained from disparaging one another to the child, alienating, or otherwise interfering with the other's relationship with the child; or allowing any third party to do so.
- g.** General Provisions:
- i. Neither of the Parents shall have the right to micro-manage each other's day-to-day care and control of the child while the child is residing with that parent, nor shall either parent have the right to interfere with the other parent's parent-time.

- ii. The Parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings. Flexibility does not require that the other parent adjust their parent-time if something is already planned, and it is encouraged that the requesting party offer make-up parent-time when making the request—doing so will encourage trading favors and cooperation.
- iii. Each Parent shall exchange information concerning the health, education, and welfare of the child.
- iv. Each Parent shall notify the other parent if the child has a disciplinary or significant social issue at school.
- v. Information concerning the child's school shall be exchanged between the Parents upon receipt of the same.
- vi. Each Parent shall inform the other of all major activities/events the child will be participating in as soon as reasonably possible so the other parent will have the opportunity to attend the activity or special event.
- vii. Each of the Parents shall have access to educational and health care records of the child.
- viii. Each of the Parents shall be listed as contacts/emergency contacts at the child's school, the child's healthcare providers, and with the child's



extracurricular activity programs.

- ix. The parents shall be responsible to ensure the child's timely arrival and attendance at school on their parent time days. The parents are responsible to ensure that all schoolwork, including projects, assignments and homework is completed and timely turned in on their parent time days.
- x. The child should be allowed to choose which clothes, toys, and other personal items she decides to take to the other party's house without interference or restriction by the other party;
- xi. Child exchange times shall be without tension or contention for the child's benefit. The parents shall be courteous and respectful when exchanging the child and shall defer discussing any disputes until a time and place outside of the child's presence.
- xii. Neither party shall expose the child to any age-inappropriate materials, including pornography of any type.
- xiii. Good Faith. The Parents shall exercise good faith and fair dealing in the performance and enforcement of this parenting plan.

#### PHYSICAL CUSTODY

**14.** The parties shall share joint physical custody. Parent-time shall be as the parties can agree. If they cannot agree, then the parties shall have equal (50/50) parent-time pursuant to

¶81-9-305, including the holiday schedule and extended parent-time outlined therein.

**15.** Mother shall have every Monday and Tuesday overnight. Father shall have every Wednesday and Thursday overnight. The parties shall alternate weekends (Friday – Sunday).

**a.** The parties have been following a regular every-other-weekend schedule for a considerable time. The parties shall continue to follow the same alternating-weekend schedule. For clarity, Father had the weekend of January 30<sup>th</sup> through February 1<sup>st</sup>, 2026, and Mother shall have the weekend of February 6-8, 2026 and every other weekend thereafter. The parties shall continue to follow this pattern.

**16.** Jennifer shall be entitled to make the first designation of summer extended parent-time in even-numbered years and Robby shall be entitled to make the first designation in odd-numbered years. Each designation shall be made in writing to the other party.

**17.** For purposes of the holiday schedule only, Jennifer shall be the custodial parent and Robby shall be the non-custodial parent. These designations are not intended to impact the parties parental rights set forth herein.

**a.** The parties agree that the following holidays will not be part of the holiday parent-time schedule: Juneteenth, Columbus Day, and Veterans Day.

**b.** With the child's birthday being on September 3, it may conflict with the Labor Day holiday in certain years. Therefore, if and only if September 3<sup>rd</sup> falls during the Labor Day parent-time holiday, the parent awarded the Labor Day holiday will also be awarded the child's birthday for that year. The other parent

will have the child on either the day before or after the Labor Day Holiday from 3 pm – 9 pm.

i. It is the intention of the parties that Labor Day weekend trump the parent-time relating to the child's birthday.

c. Mother will always have the Mother's Day weekend, and Father will always have Father's Day weekend. If this results in a parent not having their regular weekend parent-time, that parent shall be entitled to either the weekend before or the weekend after the holiday as makeup parent-time.

**18.** The child shall continue to attend her current school, Wallace Academy in West Valley City, through the end of her 8<sup>th</sup> grade year. Thereafter, the parties shall meet and confer regarding what school the child shall attend beyond 8<sup>th</sup> grade. If the parties do not agree, they shall follow the decision-making process outlined herein.

**19.** The parties shall ensure that they are present and available to be with the child on school days and assist the child in getting to school safely and on time.

**20.** The party beginning his/her parent-time with the child shall be responsible for picking up the child from the other party. The parties shall utilize school-to-school exchanges, when possible. If it is not possible for the exchange to occur at the school, the exchange location shall be as the parties can agree. If they cannot agree, it is presumed the exchange will occur at the parties' residences, with the party who is starting their time doing the transportation. Exchanges occurring at each other's residences shall be curbside with the receiving parent remaining in or

within arm's reach of their vehicle, and the other parent remaining within arm's reach of their door.

#### INCOMES AND CHILD SUPPORT

**21.** Jennifer works full-time and has a gross monthly income of \$10,416.

**22.** Robby works full-time and has a gross monthly income of \$6,500.

**23.** Based upon the joint physical custody child support calculator, and with Mother having 195 overnights and Father having 170 overnights, the child support amount is \$9 per month. Due to the nominal amount of child support, the parties agree that no child support shall be ordered in this matter at this time.

**a.** However, should there be a substantial change of circumstances, or as otherwise permitted by Utah law, either party may seek a modification of child support.

**24.** Should child support be ordered in the future, child support shall continue until the child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

#### CHILD CARE

**25.** Childcare is not anticipated during the school year. Should either party require putting the child in paid-for childcare during the school year, that parent shall be solely responsible for the costs of the same.

**26.** Pursuant to Utah Code Ann. §81-6-209, both parties should equally share the reasonable

work-related childcare expenses incurred on behalf of the child during the summer.

27. Historically, the child has attended Kidz Kamp through West Valley Recreational Center during the summer and the parties have shared the associated costs. The parties shall continue to enroll the child in kids camp and share the costs during the summer.

28. The party utilizing regular childcare shall provide the name, location and contact information of the childcare provider to the other party.

29. The parties shall make best efforts to obtain familial or no-cost childcare before utilizing a paid daycare provider.

#### CHILD HEALTH CARE

30. Pursuant to Utah Code Annotated §81-6-208, whichever parent can obtain medical, hospital, vision, and dental care insurance (“**Insurance**”) for the child at the most reasonable cost with the best coverage shall obtain and maintain said Insurance for the child. Currently Jennifer shall provide the Insurance for the child.

31. If the child is covered by Insurance plans of both parents, Jennifer’s Insurance shall be primary coverage for the child and Robby’s Insurance shall be secondary.

32. Notwithstanding anything to the contrary contained herein, the parties should not be obligated to double insure the child.

33. If a parent marries and the child is not covered by that parent’s Insurance but is covered by a stepparent’s plan, the Insurance of the stepparent shall be treated as if it is the Insurance of the married parent and shall retain the same designation as the primary or secondary plan of the

child.

**34.** The parties shall divide equally the child's portion of the monthly Insurance premium actually paid by a party for the child's portion of the Insurance on a per capita basis. However, if the child is ever double-covered, the parties shall pay their own insurance premium for the child without reimbursement from the other parent.

**35.** The parties shall divide equally all reasonable and necessary out-of-pocket medical, dental, accident, hospital, optical, psychotherapeutic, orthodontic expenses, including all deductibles and copayments incurred for the child's benefit and actually paid by a party.

**36.** Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, coinsurance, and copayments, incurred for the child, and actually paid by a party.

**37.** The party who incurs a health care expense should provide written verification of the cost and payment of those health care expenses to the other party within thirty (30) days of payment.

**38.** The reimbursing party shall have thirty (30) days from receipt of verification of health care expenses and proof of payment to reimburse the other party his or her half of the health care expenses.

**39.** A party incurring a health care expense may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

**40.** The party ordered to maintain the coverage shall provide verification of coverage to the

other party on or before January 2 of each year or within thirty (30) days of any changes of coverage.

#### TAX DEDUCTION

41. Jennifer will claim the child on his taxes in odd-numbered years, and Robby will claim the child on his taxes in even-numbered years.

#### RELOCATION

42. The parties will follow §81-9-209 if either party moves more than 10 miles away from the child's school.

#### EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

43. Each party should be responsible for one-half of the expenses related to a child's extracurricular activities, including but not limited to sports and summer camps, so long as the parties agree in writing in advance that the child can participate in such extracurricular activity and ensure that the child attend these activities during his or her parent-time.

44. If the parties do not agree on an activity, a party may still enroll the child into such desired activity, however, the party enrolling the child into the activity shall be responsible for all costs associated with that activity. The other party shall not be obligated to ensure the child attend during his or her parent-time but shall still be allowed to attend the activity if desired.

45. A party who incurs an extracurricular activity expense on behalf of a child for which he or she is entitled to reimbursement should provide written verification of the expense and/or payment of the expense to the non-incurring party within thirty (30) days of incurring the

expense or making a payment towards the expense. The non-incurring party who receives such written verification should remit his or her one-half share of the expense to the other party who incurred the expense within thirty (30) days of receiving written verification of the cost and/or payment.

**46.** Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration fees, books, required supplies, lab fees, school lunch, school uniforms, etc.) incurred on behalf of the child during the time leading up to and including high school. The party incurring the out-of-pocket school expense should submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

#### OTHER PARENTING PROVISIONS

**47.** If the minor child will be away from either parties' home overnight, the other parent should be notified of the child's whereabouts and the duration of the expected stay.

**48.** Each party shall be permitted to travel outside of the United States with the child with at least 14 days' advanced notice to the other parent. The Parties shall cooperate in obtaining a passport for the child, executing any consents or documents required to obtain the passport, and shall share any associated costs. The non-traveling party shall execute any required consent forms to permit the child to travel. Once the passport is obtained, Jennifer shall initially safeguard the passport. Thereafter, the parent last to travel with the child wherein a passport was



necessary shall continue to safeguard the passport after the travel is complete and until needed by the other parent.

**49.** Parental care is presumed to be better for the minor child than surrogate care.

**50.** Each parent shall provide all surrogate care providers with the name, address, and telephone number of the other parent; and shall provide the other parent with the name, address, and telephone number of all surrogate care providers. The parties shall ensure the child is cared for by people of good character and who are known to the child and with whom the child is comfortable.

**51.** The advisory guidelines of §81-9-202 shall be incorporated herein, unless contradicted herein.

#### PERSONAL PROPERTY

**52.** All personal property has already been divided, including vehicles. The parties are awarded the personal property and vehicles currently in their possession.

#### DEBTS AND OBLIGATIONS

**53.** There are no known marital debts.

**a.** Each party is responsible for the debt in his or her own name and the debt associated with any personal property in their possession.

**b.** Each party shall indemnify and hold the other party harmless from any and all debts he or she is responsible to pay.

- c. Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.

REAL PROPERTY

- d. There is no real property at issue.

ALIMONY

54. Neither party is awarded alimony.

RETIREMENT AND FINANCIAL ACCOUNTS

55. Jennifer is awarded all the funds in her personal bank account(s), if any.
56. Robby is awarded all the funds in his personal bank account(s), if any.
57. All other financial accounts of any type should be awarded to the party whose name is on the account.

MISCELLANEOUS

58. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this Decree of Divorce. Should a party fail to execute a document within sixty (60) days of the entry of this Decree of Divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.
59. Jennifer should be restored to her maiden name, Wilde, if she so desires.

**\*END OF ORDER\***

**\*\*THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE\*\***

**APPROVED AS TO FORM:**

/s/ Scott P. Nickle (signed by attorney Gibb with permission received via email on 3/17/3036)  
Respondent

Date: March 17, 2026