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Attorney for Petitioner

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**IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY**

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IN THE MATTER OF THE MARRIAGE OF:

WILLIAM BUCKLIN,  
Petitioner,

and

ASHLEY JACKSON  
Respondent

**DECREE OF DIVORCE**

Case No. 244904598 DA

Judge: Stephen Nelson

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The Court, having made its Findings of Fact and Conclusions of Law, and good cause appearing, now enters the following:

**DECREE OF DIVORCE**

**Declaration of Divorce**

1. Based on irreconcilable differences, the marriage between the parties is hereby dissolved and the parties are hereby declared divorced.

**Provisions Relating to Child Custody and Parent-Time**

2. Ashley is awarded the sole physical custody of the parties' minor child, and both parents are awarded the joint legal custody of the parties' minor child.

3. William is awarded parent-time pursuant to UCA Section 81-9-209. All the provisions of that section, including the sharing of costs of the child's transportation for parent-time shall apply.

4. William shall have virtual and telephone parent-time with the child on Tuesdays, Thursdays, and Sundays beginning at 7:30 p.m., and continuing for a reasonable time. Tuesdays and Sundays shall be virtual time and Thursdays shall be telephone time. There shall be a 20-minute window in order for Respondent to begin exercising his telephone and virtual parent-time. Each party shall be receptive to Minor Child's comfort during virtual and telephone parent-time.

#### Parenting Plan

5. The parties shall both have direct access to medical records, school records, court records, and any other information or records concerning their minor child. The parties shall seek to reach agreement through civil discussion on all major decisions concerning their minor child's general welfare, education, discretionary medical treatment, and religious training as set forth more fully below.

#### General Provisions

a. Each parent shall provide the other with their current address and telephone number within 24 hours of any change.

b. Each parent shall permit and encourage reasonable telephone contact during reasonable hours and uncensored mail privileges with the minor children.

c. The parents shall not use the child as messenger(s) to take information back and forth between parents. Rather, the parents shall either set up e-mail accounts or communicate in writing or by telephone to discuss the minor child and any issues involving him.

d. Both parents shall be respectful when exchanging the children at their parent-time. In addition, neither shall discuss legal or financial issues in the presence of the children.

e. The parents shall use Our Family Wizard with a tone meter as their primary means of communicating about the child. Text messages shall be used in urgent situations.

f. Texting and a telephone call to the other parent shall be used in emergency situations, and to notify the other parent of an imminent change in the child's schedule, activities or events. The parties shall answer each other's emails within no longer than 24 hours.

g. The parties shall use Our Family Wizard in order to share the child's schedules and events.

h. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

i. Each parent shall cooperate in listing the other parent as a primary or secondary contact person, including for emergency purposes, with the child's school, daycare, and/or medical providers.

#### Mutual Restraining Orders

6. The parties shall be subject to the following mutual restraints:

a. The parties shall not make disparaging remarks to one another or to their minor

child about one another or in the minor child's presence, either verbally, in writing, or otherwise.

b. The parties shall not discuss the issues of this case in the presence of the minor child.

c. The parties shall not involve the minor child in this matter.

d. The parties are restrained from using the other party's image or likeness on social media.

e. The parties shall shield the minor child from third parties who are violating the terms of this section.

#### Primary Method of Communication

7. The parties shall use Our Family Wizard (OFW) for communications regarding the child and major decisions regarding his upbringing. The parties shall use the OFW tone meter in their communications regarding their child and major decisions regarding this upbringing.

8. The parties shall use the BIFF method of communications, meaning the content and tone of their communications shall be Brief, Informative, Friendly, and Firm.

#### Decision Making Tree

9. The parties shall consult with each other on major decisions regarding the child's education, medical and health care decisions, and religious upbringing.

10. If the parties cannot reach an agreement, they shall consult with an expert in the field in which there is a disagreement, such as a teacher if there is a disagreement on an educational matter, a doctor or therapist if there is a disagreement on a major medical decision, or an ecclesiastical leader if there is a disagreement on a major issue related to the child's religious upbringing.

11. If the parents still cannot reach an agreement after consulting with an expert, then Ashley may make a presumptively valid final decision.

12. If a presumptive valid final decision is made by Ashley, there shall be no hostility, repetitious requests, requests to reconsider, re-argument, etc.

13. Ashley's presumptively valid final decision is subject to William's right to seek court review of the decision.

#### Good Faith

14. The parties assert that this parenting plan is made in good faith and is in the best interests of the minor child.

#### End of Parenting Plan

#### Provisions Relating to Child Support Payments

15. Ashley is employed, earns \$21.75 per hour, works 40 hours per week, and therefore grosses \$3,770.00 per month.

16. William is employed, earns \$27.44 per hour, works 40 hours per week, and therefore grosses \$4,750.00 per month.

17. Pursuant to the Utah Code, William shall pay child support to Ashley commencing March 1, 2026, the month following the Judicial Settlement Conference, as follows:

a. The sum of \$530.00 per month as based support for the minor child of the parties pursuant to the Uniform Child Support Guidelines until said 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 monthly child support shall be paid one-half on or before the 5<sup>th</sup> day

of each month, and the other half on or before the 20<sup>th</sup> day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5<sup>th</sup> day of the month is delinquent on the 6<sup>th</sup> day of the month. Child support due and not paid on or before the 20<sup>th</sup> day of the month is delinquent on the 21<sup>st</sup> day of the month.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Section 62A-11 Parts 4 and 5 (1953 as amended). This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, William shall make child support payments directly to Ashley.

d. Pursuant to Utah Code Section 30-3-10.5, all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first day of each month, unless otherwise specified.

e. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-001, unless the Office of Recovery Services gives notice

that payments shall be sent elsewhere.

f. William shall receive a credit against his child support arrears in case 216905879 in the amount of \$2,860 for January 1, 2023 through and including May 31, 2023, when the parties resided together and William was charged \$573 per month in child support.

g. Pursuant to Utah Code Section 81-6-104 and 205, each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be \$530.00. The child support obligation of the mother shall be \$439.00. Except during periods of court ordered parent-time, if physical custody of the child changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent who has physical custody, to a relative to whom physical custody of the child has been voluntarily given, or to the state if the child is in state custody.

h. 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 adjusted to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support, unless otherwise provided in the order. The income used for the purposes of adjusting the support shall be the income of the parties at the time of the entry of the original order.

i. Under Utah Code Sections 81-6-202, 81-6-212 and 26B-9-224, the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the

appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Section 62A-11-306.2, if that child received TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order and if appropriate, move the court to adjust the amount.

j. Under the Utah Code, the parties have a right to modify this child support order at any time. if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, considerations of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

#### Provisions Relating to Health Insurance

18. Pursuant to Utah Code Section 81-6-208, et. seq., the parent(s) shall provide health care coverage, as defined by Utah Code Section 81-6-101, for the medical expenses of the dependent child.

a. Both parents 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 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 minor children of the parties in this case.

b. Both parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontic, and optical expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Service, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to received credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

19. It is anticipated that Ashley will continue to provide health insurance coverage for

the parties' minor child.

#### Provisions Relating to Child Care Expenses

20. Pursuant to Utah Code Section 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training related child care expenses of the parents.

a. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

#### Provisions Relating to Debts and Obligations

21. Upon receiving verification that Ashley paid the judgment for the parties' lease at Legacy Springs Ltd., including the amount she paid, William shall begin making payments to Ashley for one-half of the amount Ashley paid. The total amount paid by Ashley was \$14,788.43. William's one-half equals \$7,144.21.

a. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

b. Pursuant to Utah Code Section 81-1-204, the parties shall notify respective

creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

#### Provisions Relating to Personal Property

22. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties are awarded said property as they have heretofore divided it.

#### Provisions Relating to Real Property

23. The parties acquired no real property Prduring the course of this marriage, nor do they presently own an interest in real property.

#### Provisions Relating to Alimony

24. Neither party is awarded alimony.

#### Provisions Relating to Pension and Related Assets

25. The parties have acquired to interest in any pension or profit-sharing plan during the course of the marriage.

#### Miscellaneous Provisions

##### Taxes

26. Ashley shall be entitled to claim the parties' minor child as an exemption for the purposes of filing federal and state income tax returns in ODD numbered years. Providing that William is current in all child support obligations herein for the calendar year, William shall be entitled to claim the parties' minor child as an exemption for the purposes of filing federal and state income tax returns in EVEN numbered years. If either party is unable to realize a benefit by claiming the exemption for the purpose of filing federal and state tax returns the other party is entitled to claim the parties' minor child as an exemption for the purposes of filing federal and

state income tax returns for that year.

Attorney Fees

27. Each party shall be solely liable for their own attorney's fees and costs.

Other

28. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expenses 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.

From the foregoing Findings of Fact, the Court now makes and enters its:

CONCLUSIONS OF LAW

The Court concludes that the parties are subject to the jurisdiction of the Court as set out above under the Court's Findings of Fact, and that the Parties are entitled to a Decree of Divorce, the same to become final upon entry herein. The Court concludes that all other issues of dispute have been resolved by the Court pursuant to the above Findings of Fact.

**\*\*SIGNED ELECTRONICALLY IN THE UPPER RIGHT-HAND CORNER OF THE  
DOCUMENT\*\***

### **RULE 7(f) NOTICE**

Pursuant to Rule 7(f), Utah Rules of Civil Procedure, a true and correct copy of the above document was served by being emailed to the following parties on this day of April 10, 2026. Notice of objections to this document must be submitted to the Court and counsel within seven days after service. Should no objections be submitted to the Court and counsel within seven days after service, this Decree of Divorce shall be presented to the Court for entry and signature.

Kent Cottam  
[kcottam@lasslc.org](mailto:kcottam@lasslc.org)

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*/s/ Melvin A Cook*  
Melvin A. Cook

### **CERTIFICATE OF SERVICE**

I hereby certify that on this day of April 10, 2026, I served a true and correct copy of the foregoing Decree of Divorce on the Respondent's attorney via the Court's electronic filing system and via email as follows:

Mr. Kent Cottam, Esq.  
[kcottam@lasslc.org](mailto:kcottam@lasslc.org)

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*/s/ Melvin A Cook*  
Melvin A Cook