

Lacey Wilson
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FILED DISTRICT COURT
Third Judicial District

SEP 10 2026

Salt Lake County

Deputy Clerk

IN THE THIRD JUDICIAL DISTRICT COURT, STATE OF UTAH
IN AND FOR SALT LAKE COUNTY, WEST JORDAN DEPARTMENT

In the Matter of the Marriage of:

LACEY WILSON,
Petitioner,

and

LUCAS WILSON,
Respondent.

DECREE OF DIVORCE

Case No. 254902350

Honorable Judge Dianna Gibson
Commissioner Kim M. Luhn

This matter came before this Honorable Court on Petitioner, Lacey Wilson's Verified Petition for Divorce for the Court to make *Findings of Fact and Conclusions of Law*; and with good cause appearing it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

JURISDICTION AND VENUE

1. The parties are actual and bona fide residents of Salt Lake County, State of Utah for the 90 days preceding the filing of this action. *See Utah Code §81-4-402(1)(a).*
2. Utah is the home state of the minor children on the date of the commencement of the proceeding or was the home state of the children within six months before the commencement of the proceeding and the children are absent from this state but a parent or person acting as a parent continues to live in this state. A Court of another state does not have jurisdiction of the children or has declined jurisdiction. Substantial evidence is

available in this state concerning the children's care, protection, training, and personal relationships. The children and the children's parents have a significant connection with the State of Utah other than mere physical presence. *See Utah Code Ann. §81-11-201.*

3. There are no other parties that are entitled to notice under the law of this state regarding child custody. *See Utah Code Ann. §81-11-205.*
4. The Petitioner and Respondent are husband and wife, having been married on August 9, 2016, in West Jordan, Utah.
5. The parties separated in August 2017.

DIVORCE

6. The Parties are granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

CUSTODY AND PARENT-TIME

7. **Children.** These orders pertain to the following children:
 - i. J.W. born September 2014, and
 - ii. L.W. born April 2020. Respondent Lucas Wilson is not the biological father of L.W. Respondent disclaims and waives any and all parental rights, obligations, custody, parent-time, and support responsibilities with respect to L.W. Petitioner Lacey Wilson shall have sole legal and physical custody of L.W., and Respondent shall have no rights or obligations concerning L.W. The presumption that Respondent is the father of L.W. is rebutted.
8. **Physical custody.** The parties are awarded joint physical custody with Petitioner having 220 overnights and Respondent having 145 overnights, with Lacey having primary physical custody.

9. **Legal custody.** The parties are awarded joint legal custody as outlined in the Parenting Plan section herein.
10. **Parent-time.** Lacey is awarded parent-time with the minor child in accordance with the parent-time schedule set forth in Utah Code § 81-9-303.
11. **Holiday/extended parent-time.** The parties are awarded holiday and extended parent-time as outlined in Utah Code Ann. § 81-9-303.
12. **Transportation.** The parties shall equally divide transportation. Each shall deliver and retrieve the children directly from school if in session. If school is not in session, then the receiving parent shall retrieve the children at the other's parties' residence unless agreed otherwise.
13. **Relocation.** A party moving more than 150 miles from the child's current primary residence shall comply with Utah's Relocation Statute._

PARENTING PLAN

14. Lacey as the custodial party shall have final decision-making authority. The parties shall agree to consult and cooperate in good faith to reach mutual agreement on all major decisions concerning the child.
15. In the event the parties are unable to agree on a major decision, the matter shall be submitted to mediation or other agreed-upon dispute resolution process before seeking judicial intervention, unless an emergency arises requiring immediate action in the best interest of the child. The status quo shall remain in place until either agreement or judicial intervention.
16. Routine day-to-day decisions shall be made by the parent with whom the child is residing at the time.

17. In the event Lucas disagrees with Lacey's decision, he shall request that the parties submit the matter to mediation or some other mutually agreed upon third party to assist them in resolving the conflict before presenting the matter to the court for resolution.
18. No dispute shall be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation unless both parents agree in writing on a different method of dispute resolution, which may include mediation, arbitration, or court review. Shall both parents agree in writing on mediation or arbitration as a method of dispute resolution, there shall be a written agreement to be binding or an arbitration record and decision, and no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.
19. The parents shall exchange information with each other in a timely manner concerning the child's health, education, and welfare.
20. Both parties shall be entitled to full access to all educational, medical, religious, mental health, counseling, dental, optical, and other records of any type pertaining to the child, but shall there be any problem, each parent shall be required to execute a release to allow the other parent full access to the records of the children.
21. Both parties shall be ordered to provide the other party with the name, address, and telephone number of every educational institution the child attends, including daycare and preschools, and each party shall be entitled to any school records and reports concerning the child. The parties shall be ordered to execute any releases required to release such information to the other parent.

22. Each party shall be entitled to any reports that may be issued to the parents of the child from any school or similar institution. Each parent shall be entitled to attend all school events, including parent-teacher conferences, P.T.A. meetings, and the like, and participate fully as the child's parent.
23. Each party shall notify the other party on a timely basis of the time, place, and nature of any special events, religious ceremonies, educational activities, and the like in which the child is involved.
24. Both parents should be listed as parties to contact in the event of any emergencies on all forms, and either parent may authorize treatment for any emergency care required for the minor child.
25. Both parents shall have the right to confer with any teacher, other educational personnel, or health care provider about the child without the prior consent of the other parent.
26. The parties shall cooperate to minimize the disruption of the child's attendance at school and other activities, the children's daily routine, and her association with friends. However, this shall not be used as an excuse to thwart or interfere unreasonably with the rights of either parent.
27. Neither parent shall encourage the child to change their primary residence or encourage the child to believe it is their choice to do so. Neither parent shall ask the child to make decisions or requests involving the residential schedule. Neither parent shall discuss the residential schedule with the child except for plans that both parents have already agreed to in advance.
28. Neither parent shall discuss with or inform the child of the status of child support payments or other legal matters regarding the parents' relationship.

29. Parental bonding with the child by both parents is critical, and the parties shall take every reasonable step to assist in this end.
30. Each party shall be enjoined from doing anything that may estrange or alienate the child from the other parent or hamper the free and natural development of the child's love and respect for the other parent. At no time shall either party speak, write, or portray anything inflammatory, derogatory, embarrassing, disparaging, or otherwise hurtful about the other parent in the presence of the child, nor shall they permit such conduct by third persons in the presence of the child.
31. Each party shall be permanently restrained from harming, threatening, intimidating, or harassing the other party, from destroying or taking any property belonging to the other party, and from speaking in a derogatory, disparaging, or slanderous manner to third persons in such a way that it will adversely affect the business, employment, or general reputation in the community of the other party.
- 32. Transportation, Travel, and Relocation**
- i. Currently, Lacey does not have transportation. Lucas shall pick up and drop off the minor child for his parent time. When Lacey does have transportation, the receiving party shall pick up the minor child for parent-time.
 - ii. If the parties travel with the child beyond 150 miles, they will give the other co-parent at least 14 days advance notice and provide them with a phone number and address for emergencies. When traveling with the child, the parties will make reasonable efforts to facilitate communication with the other. If the child requires a passport for travel the parties will both assist in obtaining the child's passport.

- iii. The parties shall provide the other parent current contact information within 24 hours of any local change of address.

33. Activities and Special Events

- i. Both parties have the right to know about and attend all school, religious, and extracurricular activities of the children. The children shall continue to attend their current religious place of worship and activities.
- ii. The parties shall make reasonable efforts for the children to attend special family functions. The parties shall not abuse this privilege by making excessive requests or unreasonably withholding permission, especially where the event is unalterable by a parent, such as weddings, funerals, family reunions, etc.
- iii. The parties can enroll the children in activities that do not require involvement of the other Co-parent. By doing so they recognize the other Co-parent will not be sharing the cost and understand that the activity and shall not interfere with their parent-time.
- iv. The parties shall discuss any proposed changes to the parent-time schedule with their Co-parent prior to talking with their children about any activity that they want them to be involved in.
- v. The parties shall help their children to complete any homework their children have received during their parent-time.
- vi. The parties shall make their children's activities comfortable and enjoyable for their child; their own needs are inferior.

CHILD SUPPORT

- 34. Petitioner's gross monthly income is \$1,256.67.
- 35. Respondent's gross monthly income is \$3,901.73.

36. Child support from Lucas to Lacey shall be \$394 per month based on a joint physical custody calculator with Lacey having 220 overnights and Lucas having 145 overnights beginning April 1, 2026.
37. Each of the parties are obligated to pay $\frac{1}{2}$ of the child's extra-curricular activities agreed upon by the parties, school fees, school lunches, and other such similar costs and expenses that directly benefit the child. The reimbursement of costs and expenses shall be consistent with the terms outlined in the Health Insurance section below.
38. The child support is due $\frac{1}{2}$ by the 5th and $\frac{1}{2}$ by the 20th of each month. *See* Utah Code §78B-12-112.
39. The child support obligation shall continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation - whichever occurs later. Commencing the following month the parties shall automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child on the Officer of Recovery Services' online child support calculator.

CHILDCARE

40. The parties shall equally share any out-of-pocket childcare costs.
41. If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon 1) presentation of reasonable but verifiable proof of the out-of-pocket childcare expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.
42. The parent incurring the childcare expense shall provide written verification of the cost and identity of a provider to the other parent upon initial engagement of a provider. The

custodial parent shall notify the other parent of any change in provider or expense within 30 calendar days of the change.

43. The parent incurring childcare 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 this section.

HEALTH INSURANCE

44. The parties shall maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment. *See Utah Code Ann. § 78B-12-111.*

45. Each party shall pay one-half of the minor child's portion of the medical, dental, and vision insurance premium.

- i. This is calculated by dividing the insurance premium amount by the number of people covered under the policy and multiplying the result by the number of minor children.
- ii. The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days from the date of the change and provide an annual updated medical card.

46. Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the child.

47. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within 30 days of payment. The other party shall reimburse their one-half within 30 days of receipt of the verification.
48. The party incurring medical 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 party incurring the expenses fails to comply with this section.
49. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Petitioner shall be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent'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. In addition, if there is double coverage then the insurance premiums are offset and neither party shall pay a portion of the other party's premium—regardless of any disparity in the premium cost.

CHILD RELATED INCOME TAX DEDUCTIONS

50. That Lacey is awarded the right to claim the child for tax purposes for odd years. That Lucas is awarded the right to claim the child for tax purposes for even years. If the party ordered to pay child support is not current on their child support obligations, then that party may not claim the child for tax purposes.

REAL PROPERTY

51. The parties have no real property or home.

PERSONAL PROPERTY

52. All personal property has already been divided. The Parties are awarded their personal property in their current possession.

BANK ACCOUNTS

53. All bank accounts have already been divided. There are no joint bank accounts. The parties are awarded their respective bank accounts in his or her name with no claim from the other party.

DEBTS

54. The parties have no joint debts together. Each party shall be responsible for their respective debts in his or her name and shall hold the other party harmless.

RETIREMENT BENEFITS

55. The parties shall each be awarded their own retirement accounts.

ALIMONY

56. That no alimony is awarded to either party whether past, present, or future.

MAIDEN NAME

57. That Petitioner is restored to her maiden name of Jackson, if she so desires.

ATTORNEYS FEES:

58. Each of the parties shall pay their own attorney fees and court costs

59. If either party defaults in his or her obligation hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

DECLARATION OF VOLUNTARINESS

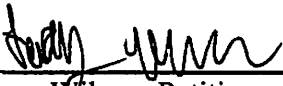
60. The parties agree that this agreement represents a complete and total settlement of all claims in the above-captioned matter.
61. The parties affirm that through their respective signatures below, they attest and affirm that they have read and understood the terms of this agreement.
62. The parties affirm that they are entering this agreement voluntarily and that it is not being signed under duress, pressure, or promise that is outside of the terms of this agreement.
63. The parties affirm that this is a full and complete agreement and that the terms and conditions are binding upon them.
64. The parties enter into this Stipulation freely and voluntarily and with the intent to be bound hereby.
65. Each party understands this action affects their legal interest. Each party enters into this Stipulation after being fully advised by legal counsel or after each party acknowledges that they have had an opportunity to consult with legal counsel prior to the execution of this Stipulation, if desired. Both parties declare that they are fully satisfied with the representation and counseling of their counsel; that the fee charged by the attorney is fair, reasonable, and not excessive; and the attorney's fees that each party is responsible for shall be paid pursuant to their individual agreement with their own lawyer.
66. Each party acknowledges that this Stipulation is a legally binding agreement and is entered into by the parties in anticipation that the Court should approve this Stipulation and enter an Order in accordance with the terms of this document.
67. Each party acknowledges that this is the final and only agreement between them, and no other representation, oral or in writing, should be binding upon them unless it is contained in

an express written agreement, presented to and ordered by this Court.

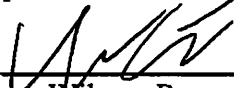
68. Each party believes this is a fair agreement and not the result of any fraud, duress or undue influence exercised by the other party. Each party acknowledges and makes this agreement contingent upon the belief both parties have made full disclosure of any debts, assets and accounts that would affect the other's rights or obligations.
69. Each party agrees and acknowledges that this Stipulation should be construed as if all parties had jointly prepared this Stipulation and it should be deemed their joint work product, and each and every provision of this Stipulation should be construed as though all the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity should not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party should not be applicable.
70. Each party agrees and consents to the personal jurisdiction of this Court and agrees that judgment may be entered without further notice in accordance with the terms of this Stipulation.
71. If any provision of this Stipulation or the application thereof is held invalid, the invalidity should not affect other provisions or applications of the Stipulation which can be given effect without the invalid provisions or applications and to this end the provisions of this Stipulation are declared to be severable.

***THIS DECREE OF DIVORCE WILL BECOME EFFECTIVE UPON THE
COURT'S ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP OF PAGE
ONE***

Approved as to form and content

/s/ 
Lacey Wilson, Petitioner

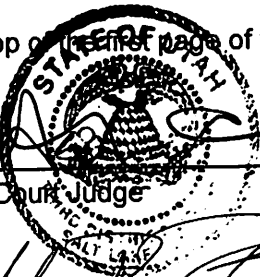
Approved as to form and content

/s/ 
Lucas Wilson, Respondent

Judge's signature may instead appear at the top of the first page of this document.

Dated: 9-8-2026

Dated: Sept. 8, 2026



District Court Judge



District Court Commissioner

