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Attorney for Stephanie Lyn Lancaster

**IN THE THIRD DISTRICT COURT
IN AND FOR
TOOELE COUNTY, STATE OF UTAH**

**IN THE MATTER OF THE MARRIAGE
OF:**

STEPHANIE LYN LANCASTER,

and

DANIEL ROBERT LANCASTER.

DECREE OF DIVORCE

Case No. 234300538

Judge: L. Douglas Hogan

Commissioner: Michelle Tack

THIS MATTER came before the Court on Stephanie Lyn Lancaster’s (hereafter “Stephanie”) Declaration of Jurisdiction and Grounds of Divorce in accordance with Rule 104, Utah Rules of Civil Procedure. The parties have completed the classes entitled, “Divorce Orientation Course” and “Share Parenting for Divorcing Parents” or have a signed order waiving the classes on file with the Court. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

JURISDICTION AND GROUNDS

1. Stephanie is and has been an actual bona fide resident of Tooele County, State of Utah for at least three (3) months immediately prior to the commencement of this action.

2. Daniel Robert Lancaster (hereafter “Daniel”) is a has been at all times relevant to this action, a resident of Tooele County, State of Utah.

3. Irreconcilable differences have arisen between the parties during the marriage, which constitutes sufficient grounds, under Utah law, for the granting of Divorce.

ORDERED, ADJUDGED AND DECREED:

4. **FINAL DIVORCE.** The bonds of the matrimony and marriage contract heretofore existing between the parties is hereby dissolved, and Stephanie is hereby awarded a Decree of Divorce on the ground of irreconcilable differences; the said Decree to become absolute and final upon entry of the Court.

CHILDREN

5. There is one (1) minor child born as issue of this marriage; to wit, A.D.L., born March 2019.

LEGAL CUSTODY

6. The parties shall be awarded joint legal custody of the minor child pursuant to the provisions of the parenting plan set hereinafter, governing the parties’ right, duties, and responsibilities in connection with their exercise of said join legal custody.

PHYSICAL CUSTODY

7. Stephanie shall be awarded the primary physical custody of the minor child subject to Daniel’s parent-time as is more fully set forth herein below.

8. Daniel shall be awarded parent-time with the minor child in accordance with the statutory parent-time schedule set forth in Utah Code Annotated §30-3-35, including holiday and extended parent-time, and as the parties may otherwise agree, subject to the following:

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a. Daniel's weekend parent-time with the minor child shall coincide with his parent-time schedule he has with his children from his previous marriage. Due to Daniel's current work schedule, he works two consecutive weekends and has two consecutive weekends off. Accordingly, he will have parent-time with the parties' minor child for his two (2) consecutive weekends.

b. Daniel shall have, during reasonable hours, reasonable and uncensored communications, and virtual parent-time with the minor child.

PARENTING PLAN

9. In accordance with the provisions of Utah Code Annotated §30-3-10.8, the parties hereby submit the following proposed parenting plan and request that the court adopt and implement the same as part of the Decree of Divorce in this matter:

a. The parents shall timely exchange information with each other concerning the health, education, and welfare of the minor child, and where reasonably possible, confer before making decisions concerning any of these areas.

b. The parents shall discuss with each other and mutually make significant decisions regarding the minor child, including, but not limited to, the minor child's present and future physical care, support, education, health care, and religious upbringing.

c. The decisions made by the parents either mutually or individually shall minimize the disruption of the minor child's attendance at school and

other activities, the minor child's daily routine, and the minor child's association with friends.

d. Any parental duties or rights not specifically addressed in this parenting plan shall be discussed and mutually decided by both parents.

e. If, after discussing and conferring regarding any major decision regarding the minor child, there is a dispute between the parties, they will attempt to solve them on their own before resorting to any other process. If necessary, they will meet with experts in the area of a disagreement, i.e. medical providers with disagreements on medical treatment. If a mutual agreement can be reached, it shall be in writing and signed by both parties. If after consulting with third parties in good faith the parties fail to reach an agreement, the parties agree that Stephanie shall have the final decision-making authority. In the event Daniel disagrees with Stephanie's decision, he may 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.

f. No dispute may be presented to the court in this matter without 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. Should both parents agree in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be

binding or an arbitration record and decision and no dispute may be present to the court in this matter without good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

g. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is not finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay that parent's own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court shall have the right to review from mediation, counseling, or arbitration.

h. If the parent in physical custody at the time needs a person to provide temporary surrogate care for the child overnight, the non-custodial parent shall be considered to have the first opportunity to care for the child for the period needed. The parent exercising said right of first refusal shall provide all transportation related to his/her exercise of said right.

i. Both parties shall execute any medical necessary to allow the other party to obtain access to medical, dental, orthodontic, optical, and psychological or psychiatric records of the minor child.

j. Both parties shall provide the other party with the name, address, and telephone number of every educational institution the child attends, and each party shall be entitled to any school records and reports concerning the minor child. The parties shall execute any releases required for the release to the other parent of such information.

k. Each parent may make decisions regarding the day-to-day care and control of the minor child while the minor child is residing with that parent. Further, each parent may obtain emergency medical treatment for the minor child and shall immediately notify the other parent of any such medical emergency and medical emergency treatment.

l. The parties shall work together and accommodate reasonable requests to modify or alter the parent-time schedule due to changes or fluctuations in the parties' respective employment schedules.

m. For emergency purposes, whenever the child travels with either parent, all the following will provide to the other parent:

(i) An itinerary of travel dates;

(ii) Destinations;

(iii) Places where the minor child or traveling parent can be reached; and

(iv) The name and telephone number of an available third person who would be knowledgeable of the minor child's location.

n. For the purposes of the minor child's school enrollment, registration, and attendance, Stephanie's place of residence shall be designated as the minor child's primary residence. Additionally, both parties may have access to the minor child during school and may check the minor child out of school with reasonable advanced notice to the other party.

10. In addition to the above provisions all parent-time arrangements between the parties set forth as "advisory guidelines" under Utah Code Annotated §30-3-33, shall be mandatory and shall be made a part of the Decree of Divorce in this matter.

11. Should either parent decide to move from the State of Utah or 150 miles or more from the residence of the other party, the parent shall provide reasonable advance written notice of the intended relocation to the other parent pursuant to Utah Code Annotated §30-3-37, with the parties following the requirements contained therein relative to any proposed relocation and parent-time.

-end of parenting plan-

CHILD SUPPORT

12. Stephanie is presently employed and earns a countable gross monthly income for child support purposes of \$1,257.00. Daniel is presently employed and earns a countable gross monthly income for child support purposes of \$9,083.00. in addition, Daniel has a pre-existing child support obligation of \$661.00 per month. Based thereon, commencing the first month following the sale of the marital residence, Daniel shall pay child support to Stephanie in the

amount of \$879.00, which amount is consistent with the Utah Uniform Child Support Guidelines utilizing the Sole Physical Custody Support Obligation Worksheet.

13. Daniel's child support obligation shall be due and payable one-half (1/2) on or before the 5th day of each and every month and one-half (1/2) on or before the 20th day of each and every month. In the event Daniel becomes more than thirty (30) days past due in the payment of his child support obligation, Stephanie shall be entitled to mandatory income withholding relief pursuant to Utah Code Annotated §62A-11-401, et. seq., and §62A-11-501, et. seq., 1953 as amended. Said income withholding procedure shall apply to existing and future payors. All withheld income shall be payable to the Office of Recovery Services, P.O. box 45011, Salt Lake City, Utah 84145-0011 until such a time as Daniel no longer owes child support to Stephanie.

14. Said child support shall continue for the minor child until the minor child becomes eighteen (18) years of age or has graduated from high school during said child's normal and expected year of graduation, whichever occurs later.

15. All claimed arrearages for child support, medical expenses, medical insurance premiums and daycare expenses are waived by the parties as of the date of Stipulation and Settlement Agreement.

16. The parties shall share equally the costs of any and all extracurricular and sports activities for the minor child which the parties agree upon in writing. In the event a parent unilaterally enrolls or registers the minor child in any extra-curricular activity or sport without the mutual agreement by the parties, that parent shall bear the entire cost of said extracurricular activity or sport and the minor child's participation in any such activity or sport shall not unreasonably interfere with the other parent's parent-time.

17. That the parties shall each equally the cost of any and all reasonable work-related childcare expenses. The party incurring child are expenses shall provide written verification of the costs and identity of the minor childcare provider to the other party upon engagement of said child-care provider. The parties shall notify one another of any change in childcare provider or monthly expense of childcare within thirty (30) days of the date of the change. Pursuant to Utah Code Annotated §78B-12-214, 1953 as amended, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses.

ALIMONY

18. Both of the parties are capable of supporting themselves without the need for financial support from the other. Accordingly, neither party shall be awarded alimony now or at any time in the future.

REAL PROPERTY

19. During the courts of the marriage, the parties acquired an interest in a home and the real property it is situated on which is located at 5796 Lighthouse Lane, Stansbury Park, Utah 84074. Said home and real property shall be listed for sale with a mutually agreed upon real estate agent. In the event the parties are unable to agree upon an agent, Daniel will submit a list of three (3) proposed agents to Stephanie who will select one (1) of the agents to act as listing agent on the home. As soon as the home is sold, the proceeds of the sale shall be applied as follows:

- a. First, to pay the expenses of sale;
- b. Second, to retire any and all mortgages and liens related to this real property;

- c. Third, to pay off and discharge the following debts and obligations incurred during the marriage (not to exceed the approximate amounts indicated): the Solar Power Obligation (Goodleap) approx. \$17,000.00; Credit One Bank, approx. \$1,532.00, Barclay Bank, approx. \$2,307.00; Discover, approx. \$8,455.00; Vacation Club Credit; approx. \$1,724.00; Preferred Credit, approx. \$2,481.00; Best Egg, approx. \$18,500.00; Reprise Financial, approx. \$6,000.00; and T-Mobile, approx. \$700.00. Until such time as the home is sold, Daniel shall continue to maintain said debts. Neither party shall incur any further obligations on these identified debts;
- d. Fourth, Stephanie may receive the sum of \$20,000.00;
- e. Last, the balance remaining thereafter shall be divided equally between the parties.

PERSONAL PROPERTY

20. During the court of the marriage, the parties acquired certain items of household goods, furnishings, fixtures, appliances, and other items of personal property which the parties will attempt to divide between them on their own. In the event, the parties are unable to agree upon a division of said personal property, they will return to mediation to resolve said division.

21. The parties shall each be awarded their respective vehicles, free and clear of any claim by the other, subject to any underlying indebtedness thereon, holding the other party harmless therefrom.

22. The parties shall each be awarded their respective bank, checking, and savings accounts and all funds contained therein, free, and clear of any claims by the other. Any joint checking

and/or credit card accounts shall be closed, and any funds contained therein shall be equally divided between parties.

23. All personal property which may be vested in either party as a result of acquisition prior to the marriage, family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

DEBTS AND OBLIGATIONS

24. Each party shall assume, pay, discharge, and hold the other harmless from any and all debts and obligations in their individual names which are not included in those debts and obligations which are to be satisfied out of the sale of the home.

25. The parties shall each pay, discharge, and hold the other party harmless from those debts and obligations which they may have incurred individually since the date of commencement of this action.

TAXES

26. Stephanie shall be entitled to claim the parties' minor child as a dependent for both federal and state income tax purposes in all even numbered tax years beginning with the 2024 tax year and Daniel shall be entitled to claim the parties' minor child as a dependent for both federal and state income tax purposes in all odd numbered tax years beginning with the 2025 tax year. Daniel's right to claim the child for tax purposes is conditioned on his being current in the payment of all support obligation as of December 21 of the tax year for which he is to claim the exemption.

27. The parties shall file joint federal and state income tax returns for the 2023 tax year. Any refund to which the parties are entitled shall be divided equally. Stephanie previously filed for

2023 income tax returns filing separately. She will refile her return with Daniel filing jointly as set forth herein.

28. In the event that one (1) party would receive greater advantage from claiming the parties' minor child for income tax purposes, that party may purchase the other party's right to claim the child for exemption purposes by paying the non-purchasing parent all sums which the party would lost in the form of income tax refund or the payment of additional taxes by not claiming the parties' child for income tax purposes.

INSURANCE AND MEDICAL EXPENSES

29. The parties shall provide and maintain a policy of health insurance for the benefit of the parties' minor child as defined by Utah Code Annotated §78B-12-102. If insurance for medical and dental expenses is available or becomes available to either party at a reasonable cost, and is accessible to the minor child, the parent(s) shall be responsible for maintaining said insurance for the benefit of the minor child. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of Daniel shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Stephanie be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by the parent's health, hospital, or dental insurance plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarries parent and shall retain the same designation as the primary or secondary plan of the dependent child. Stephanie and Daniel shall share any and all out of pocket costs of health insurance premiums paid for the benefit of the parties' minor child and shall share the costs of any and all non-covered medical expenses including deductibles and co-payments.

30. A parent who incurs health and dental expenses shall provide written verification and payment of health and dental expenses to the other party within thirty (30) days of payment. Pursuant to Utah Code Annotated §78B-12-212, 1953 as amended, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

31. 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, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment of the dependent child on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec 601 et seq., of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

DIVISION OF ACCOUNTS

32. The parties may elect that medical/dental and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the Decree of Divorce at or before the day on which the provider first renders medical/dental services or issues a bill for school fees pursuant to Utah Code Annotated §15-4-6.7.

PENSION AND RETIREMENT

33. During the course of the marriage, Daniel acquired an interest in a retirement plan through his place of employment. Said retirement account shall be equitably divided and allocated to the parties pursuant to the *WOODWARD* formula under and appropriate Qualified

Domestic Relations Order (QDRO), which shall be prepared and submitted by Stephanie's counsel.

MISCELLANEOUS

34. Each party should be ordered to execute and to deliver to the other such documents as are required to implement the provisions of the Decree of Divorce hereafter to be entered herein by the Court. Should a party fail to execute a document within sixty (60) days of the entry of the Decree of Divorce, the party may bring Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70, Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same force and effect as if executed by the disobedient party.

35. Stephanie shall be restored the use of her former surname, "Smith", should she so desire.

36. The parties shall each bear their own attorney's fees incurred by them in this action.

**END OF DOCUMENT ORDER EFFECTIVE IF SIGNED BY THE COURT ON THE
TOP RIGHT OF THE FIRST PAGE**

BARTLETT & WEBSTER:

/S/ John M. Webster

JOHN M. WEBSTER

Attorney for Stephanie Lyn Lancaster

Approved as to form and content:

/S/ Cory R. Wall

CORY R. WALL

Attorney for Daniel Robert Lancaster

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(Signed with Permission via email)

NOTICE UNDER RULE 7(j) OF THE UTAH OF CIVIL PROCEDURE

Notice is provided to you that you have seven (7) days to file an objection to this proposed Order, after which it will be filed by counsel for Daniel Robert Lancaster for entry by the Court.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 22nd day of April 2024, I caused a true and correct copy of the above and foregoing Decree of Divorce served to Attorney for Daniel Robert Lancaster via email to the following:

CORY R. WALL (No. 04937)
WALL & WALL, P.C.
Attorney for the Respondent
2168 E. Ft. Union Blvd.
Salt Lake City, Utah 84121
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/s/Jordane Rohde
JORDANE ROHDE
Paralegal at Bartlett and Webster

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