



BURTON LAW FIRM, P.C.
Kenneth W. Burton (9482)
Aaron A. Thompson (15674)
3785 Harrison Blvd., Main Floor
Ogden, Utah 84403
Telephone: (801) 393-1106
Facsimile: (801) 393-1107
ken@burtonlawfirmnpc.com
aaront@burtonlawfirmnpc.com

Attorneys for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT

IN THE MATTER OF THE
MARRIAGE OF

DECREE OF DIVORCE

HEATHER MARIE SIMMONS,

Case No: 254701769

Petitioner,

Commissioner: Julie Winkler

and

Judge: Michael Direda

CLAYTON JOHN SIMMONS,

Respondent.

The Petitioner filed her Petition for Divorce on the 18th day of November, 2025. The Respondent filed his Answer on the 11th day of December, 2025. The Petitioner and Respondent both signed the Stipulation and Settlement Agreement on the 26th day of March, 2026. The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE and DECREE as follows:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court

JURISDICTION

1. The Petitioner was for more than three (3) months prior to filing this action an actual and bona fide resident of Davis County, State of Utah.

2. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. § 78A-5-102 and UTAH CODE ANN. § 81-4-402.

GROUND

3. Petitioner and Respondent were married on the 21st day of December, 2000, in Salt Lake City, Salt Lake County, State of Utah.

4. During the course of the marriage, the parties have encountered irreconcilable differences.

5. That as a result of the aforesaid grounds, the parties were separated on the 19th day of August, 2024.

CHILD CUSTODY AND PARENT-TIME

6. There have been five (5) total children born as issue of this relationship and marriage, however, only one minor child remains to wit: M.S., born March, 2014 (the "child").

LEGAL CUSTODY

7. It is in the best interest of the child for the parties to be awarded joint legal custody, subject to the following parenting-plan:

- a. Each parent may make decisions regarding the day-to-day care and control of the child while exercising parent-time with the child.
- b. For non-emergency situations, the parents shall consult with one another and attempt in good faith to reach an agreement on major issues concerning the medical, mental health, religion and education of the child, and shall use the following decision-making procedure as their guide:
 - i. First, the parties shall discuss the major issue with one another;
 - ii. Second, if the parties are unable to reach a joint decision, the parties shall seek advice and counsel from experts on the type of issue related to the child;
 - iii. Third, if the parties are unable to reach a joint decision after speaking/consulting with a professional, the parties shall participate in one session of mediation with the costs of the mediation being equally shared between the parties;
 - iv. Fourth, if the parties are unable to reach resolution in mediation, Petitioner shall have the

presumptive decision making authority;

- v. Fifth, if Respondent wishes to contest Petitioner's decision, he may file a motion for review with this Court.

- c. While exercising parent-time with the child, the parent shall exercise proper parenting functions for the benefit and welfare of the child. Parenting functions means

those aspects of the parent-child relationship in which the parent makes decisions and performs functions necessary for the care and growth of the child. Parenting functions include, but not necessarily limited to:

- i. Maintaining a loving, stable, consistent, and nurturing relationship with the child;
- ii. Attending to the daily needs of the child, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of the child and that are within the social and economic circumstances of the family;
- iii. Attending to adequate education for the child, including remedial or other education essential to the best interest of the child;

- iv. Assisting the **child** in developing and maintaining appropriate interpersonal relationships;
 - v. Exercising appropriate judgment regarding the **child's** welfare, consistent with the **child's** developmental level and family social and economic circumstances; and
 - vi. Providing for the financial support of the **child**.
- d. The parent-time schedule shall be used to maximize the continuity and stability of the **child's life**.
- e. Special consideration shall be given by each parent to make the **child** available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the **child** or in the life of either parent which may inadvertently conflict with the parent-time schedule. Neither parent shall use these considerations to reduce the number of overnights a parent receives each year.
- f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule or payment of child support.
- g. **Each parent shall be entitled to attend** school, social,

sports, and community functions in which a child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully.

- h. Each parent shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.
- i. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- j. If the non-custodial parent will be providing transportation the custodial parent shall have the child ready for parent-time at the time the child is to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the child at the time she is returned.
- k. During reasonable hours, each parent shall permit and encourage reasonable and uncensored/unmonitored communications with the child in the form of mail privileges and virtual parent-time if the equipment is reasonably available. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual

parent-time is reasonably available, taking into consideration the best interest of the child , each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

- l. Virtual parent-time means parent-time facilitated by tools such as telephone, email, instant messaging, video conferencing, and other wired or wireless technologies over the Internet or other communication media to supplement in-person visits between a non-custodial parent and a child or between a child and the custodial parent when the child is staying with the non-custodial parent. Virtual parent time is designed to supplement, not replace, in-person parent-time.
- m. For emergency purposes, whenever the child travels with either parent for two or more overnights in a row or out of the state, all of the following will be provided to the other parent:
 - i. an itinerary of travel dates;
 - ii. destinations;
 - iii. places where the 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

child's location.

PHYSICAL CUSTODY

8. Petitioner and Respondent are fit and proper parents to be awarded the joint physical custody with Respondent to exercise his parent-time as the parties may agree. In the event of no agreement, Respondent shall exercise his parent-time as follows:

a. **Regular Parent-time:**

- i. In Utah: Every other weekend in Utah from Thursday after school until Sunday evening at 7:00 p.m. When school is not in session, Respondent's parent-time shall begin at 3:00 p.m. on Thursdays. Respondent's regular parent-time will take place in Utah until she is 13 years old at which time Respondent can have parent-time in California as outlined below.
- ii. **In California: Respondent** may have one of his two weekend visits in California, however, he will not have more than one parent-time visit in California within a 30 day period, including holidays and summer parent-time.

- b. **Holiday Parent-time:** The parties shall exercise holiday parent-time in accordance with the following schedule:

Holiday	Holiday Time Period	Petitioner's Years	Respondent's Years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.	Odd	Even

	<p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following the end of spring break; or</p> <p>(b) at 8 a.m. on the day following the end of spring break if there is no school.</p>		
Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>	Even	Odd
Thanksgiving	<p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school.</p>	Odd	Even
Winter Break (First Half)	<p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day that school dismisses for winter break; or</p> <p>(b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.</p> <p>(2) Holiday ends on December 27th at 7 p.m.</p>	Even	Odd
Winter Break (Second Half)	<p>(1) Holiday begins on December 27th at 7 p.m.</p> <p>(2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.</p>	Odd	Even

Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Even	Odd
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Odd	Even

In the event Respondent exercises Holiday parent-time, such holiday parent-time will count towards one of his regular monthly parent-time weekends. Respondent may take his holiday parent-time in California without any age restriction.

c. **Extended (Summer) Parent-time:**

- i. Respondent shall receive up to four weeks of summer parent-time broken up into two non-consecutive two week increments. Respondent will provide notification of his summer parent-time dates by April 1st of each year. Prior to April 1, 2026 Petitioner will inform Respondent of important dates relating to the minor child (i.e. girl's camp) and Respondent will take such dates and the child's best interests into consideration when choosing his summer parent-time.

- ii. Respondent may take his summer parent-time in California without any age restriction.
- d. **Travel Expenses:** Respondent shall be responsible for all travel expenses associated with exercising his parent-time with the exception that Petitioner shall cover the child's travel costs associated with Respondent exercising his holiday parent-time in California.

SUPPORT PAYMENTS

- 9. Petitioner is imputed a gross monthly income of \$5,000 for child support purposes.
- 10. Respondent is employed by East Bay Regional Park District and receives a gross monthly income of \$15,650 for child support purposes.
- 11. It is reasonable and proper that Respondent be ordered to pay Petitioner a sum of \$1,021, beginning April 1, 2026, based upon a joint custody child support worksheet where Petitioner has 220 overnights with the minor child each year and Respondent has 145 overnights with the minor child each year.
- 12. Child support for a child 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 in accordance with Title 78A, Chapter 6, Part 8, Emancipation (as amended).

13. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st of the month.

14. Under Utah Code 78B-12-210(8), the parties have a right to adjust the 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 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, ORS shall review the order, and if appropriate, move the court to adjust the amount.

15. Under Utah Code 78B-12-210(7) and (9), the parties have a right to modify the child support order at any time by petition 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 Party; (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 Party 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, consideration 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.

16. The obligee shall be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as obligor no longer owes child support to obligee. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

17. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any increase in monthly income.

EXTRACURRICULAR

18. The parties shall equally share all expenses for extracurricular activities for the minor child so long as the activity is agreed upon by each party in writing.

MEDICAL INSURANCE AND EXPENSES

19. Pursuant to Utah Code Ann. § 81-6-208, Respondent shall provide medical and dental insurance for the minor child if available at a reasonable cost. Respondent is presently providing coverage through his employer and will continue to provide such coverage and pay for the out-of-pocket costs of the premium for the child's portion of

insurance. Any reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor child will be equally shared between the parties.

20. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance shall provide verification of coverage to the other party, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year.

21. The party shall notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or shall have known of the change. A party incurring medical expenses 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 the notification requirements herein.

ALIMONY

22. Beginning April 1, 2026, Respondent shall pay \$2,000 in monthly alimony to Petitioner continuing each month until March 31, 2032. Beginning April 1, 2032, Respondent shall pay alimony to Petitioner in the monthly amount of \$2,500. Alimony payments shall continue until the earliest of the following events to occur: (1) the death of Petitioner or Respondent; (2) Petitioner's remarriage or cohabitation with another person; (3) or until March 31, 2038.

REAL PROPERTY

23. During the course of the marriage, the parties have acquired real property located at 3559 S 2000 W Syracuse, UT 84075 (the "**Property**"). The Property shall be sold,

and the proceeds from such sale divided equally between the parties after reasonable costs, including realtor fees.

24. Petitioner shall continue to reside in the Property until the property is sold and Respondent will continue to pay the mortgage, utilities, taxes, and all other expenses associated with the Property until it is sold. However, until the Property is sold, Respondent shall be able to continue to use the Property when he comes to Utah for his regular parent-time and Petitioner will vacate the Property while Respondent is exercising his parent-time.

25. The parties will immediately put the Property on the market to be sold with a listing price of no less than \$1,500,000.00. They will first try to find a buyer via the HOA interested parties list. If that is not successful, the parties will endeavor to find a mutually agreeable realtor. If not possible, Petitioner will submit three names of realtors to Respondent and he will choose one. The parties are both motivated to sell the Property and if the property does not sell within a reasonable time, the parties in consultation with their realtor, will work together to determine a new listing price. Likewise the parties will work with their realtor to determine whether any offers to purchase the Property should be accepted. If it is determined that either party is stalling any stage of the sale of the Property, they will be responsible to solely pay for any realtor fees related to the sale of the Property and any attorney fees if the matter is taken to Court.

26. The parties will try to sell the home with the existing household furnishings, if possible. If not, the parties will divide the household furnishing between them.

PERSONAL PROPERTY

27. During the course of the marriage the parties acquired personal property which shall be divided as stated herein.

28. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

29. The following chart outlines the personal property that shall be awarded to each party as well as the agreed upon value:

Item	Petitioner	Respondent	
Infiniti Q50 2014	\$7,000.00		
Suburban '04		\$2,000.00	
Honda Odyssey '04		\$2,000.00	
1997 Ski Nautique Boat/Trailer		\$10,000.00	
Totals	\$7,000.00	\$14,000.00	

30. Respondent shall pay Petitioner \$3,500 to equalize the division of personal property between them.

31. Petitioner will provide evidence of the expenses for 1) Lesley University tuition and expenses (including Boston and New York school trips) and 2) attorney fees and will pay Respondent for his one-half marital portion of those expenses. This amount will be paid to Respondent from Petitioner's equity share of the marital home.

32. The parties also own a certain amount of silver which shall be divided equally between the parties within ten (10) days following the entry of the Decree of Divorce.

33. If any personal property disputes should arise after the decree of divorce has been entered, the parties shall participate in mediation to come to a resolution between them regarding the division of the disputed property, the cost of said mediation to be equally borne by the parties.

BANK ACCOUNTS

34. All bank accounts will be used to pay for any existing debts and bills and then will be divided equally between the parties, as of the date of the Decree of Divorce, except as otherwise stated herein.

RETIREMENT, PENSION AND INVESTMENTS

35. All retirement, pension and investment accounts, including but not necessarily limited to those listed below, shall be divided pursuant to the *Woodward* formula as of the date of entry of the Decree of Divorce, including gains and losses:

- a. Fidelity Account ending in 1976.
- b. Fidelity Account ending in 5784.
- c. Fidelity Account ending in 9641.
- d. Empower Retirement Account ending 0847.
- e. East Bay Regional Park District pension plan (CalPERS), including all rights to survivor benefits.

36. If necessary, the division of Retirement, Pension and Investment accounts shall be performed by attorney Rori Hendrix, or any agreed upon attorney capable of assisting with the division, with the parties equally sharing the fees. The division of the accounts shall be accomplished in a manner which minimizes the parties' expenses.

DEBTS AND OBLIGATIONS

37. Each party shall assume any debt associated with the property they are awarded herein.

38. The mortgage payment shall be paid as stated herein.

39. All other debt shall be divided equally between the parties.

NOTICE TO CREDITORS

40. Pursuant to Utah Code Ann § 15-4-6.5, 81-3-105 and § 81-4-406(3), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

MINOR'S TAX DEPENDENCY STATUS

41. The parties shall alternate claiming the minor child for income tax deduction purposes, both State and Federal, every other year, with Petitioner receiving the tax benefits for odd years and Respondent receiving the tax benefits for even years. Notwithstanding the foregoing, Respondent shall have the option to purchase the tax benefit for any given tax year by paying Respondent an amount equal to the full value of the tax benefits that Petitioner would have received if she had claimed the child on her tax return for that year. If either party would not benefit from claiming the child, they shall have no right to such tax benefits.

TAX FILING

42. The parties will work together to file federal and state income taxes jointly for the 2025 tax year. Any debt will be paid by Respondent. Any refund will be divided between the parties equally.

ATTORNEY'S FEES AND COSTS

43. Each party shall be responsible for their own separate attorney fees.

RESTRAINING ORDERS

44. The following restraining orders shall issue:

- a. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.
- b. Both parties shall be restrained from making visitation arrangements through the child.
- c. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.
- d. Both parties shall be 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 or shall remove the child from such circumstances.

- e. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.
- f. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted. The child's name, likeness, image, identification, or photographs shall be strictly guarded and only released on non-public and private sites to close friends and family.

MISCELLANEOUS PROVISIONS

45. Each party shall be ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the decree of divorce entered by the Court.

46. If, after entry of the Decree, it is discovered that either party failed to disclose any asset, property interest, account, business interest, retirement benefit, inheritance, then the value of the undisclosed item shall be awarded one hundred percent to the non-offending party as their sole and separate property, free and clear of any claim by the offending party and the offending party shall be responsible for any and all taxes, penalties, or liabilities associated with the undisclosed it; and the offending party shall reimburse the non-offending

party for all reasonable attorney fees and costs incurred in discovering and enforcing this provision.

47. Petitioner shall be entitled to resume use of her maiden name of Pincock, should she so desire.

--END OF ORDER--

Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional three days if mailed), or upon written objection.

DATED this 6th day of April, 2026

/s/ Kenneth W. Burton

Kenneth W. Burton

Attorney for Petitioner

DATED this 14th day of April, 2026

Approved as to form:

Clayton Simmons

Respondent

*Electronically signed by _____
with consent from Clayton Simmons.

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of April, 2026 I sent a true and correct copy of the
forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following

individual(s):

Clayton Simmons	x	Email and E- Filing
claytonjsimmons@gmail.com		

	<u>/s/ Avery Malenius</u>
	Paralegal