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Petitioner's Attorney

IN THE THIRD JUDICIAL DISTRICT COURT,
TOOELE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE
OF

HEIDI DARLENE ORTON,

Petitioner,
&

JEFFREY MACDONALD ORTON,

Respondent.

DECREE OF DIVORCE

Case No. 264300165

Judge Todd Hilbig

Commissioner Renée Blocher

The above-entitled matter came before the Honorable Todd Hilbig. Petitioner is represented by Jennifer, of Brown Family Law, LLC. Respondent, acting pro se, was regularly served but failed to appear in person or otherwise file responsive pleadings, and the Court therefore enters Respondent's default. The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, hereby,

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING PARTIES' CHILD

2. Parties are the parents of 1 child, namely: P.J.O., born September 2017 (age 8). Each Party also has a child from a prior marriage.

PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

3. Parties are hereby awarded joint legal custody and Heidi is hereby awarded sole physical custody of Parties' Minor Child.

4. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Child's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Heidi shall be the final decision-maker. Jeffrey may bring the issue(s) to mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file appropriate proceedings with the Court. Jeffrey shall pay for the mediation fees incurred pursuant to this paragraph.

5. Each parent may make decisions regarding the day-to-day care and control of Minor Child when Minor Child is residing with that parent.

Either parent may make emergency decisions affecting the health or safety of Minor Child.

6. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

7. Jeffrey is hereby awarded rights of parent-time with Minor Child of Parties as follows:

A. Reasonable parent-time shall be as Parties agree. If Parties do not agree to a parent-time schedule, the following schedule — which is based on Utah Code, Section 81-9-302 — shall be considered the minimum parent-time to which Jeffrey (i.e., the noncustodial parent) shall be entitled:

i. Midweek: One weekday evening to be specified by the noncustodial parent or the court, or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m.; or at the election of the noncustodial parent, beginning at the time that Minor Child's school is regularly dismissed and ending at 8:30 p.m. In addition, if school is not in session on the elected parent-time day, from approximately 9 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m. if the noncustodial parent is available to be with Minor Child.

ii. Alternating Weekend: Beginning on the first weekend after the entry of the decree and continuing each year, alternating weekends from 6 p.m. on Friday until 7 p.m. on Sunday. At the election of the

noncustodial parent, the weekend parent-time may begin at the time Minor Child's school is regularly dismissed. In addition, if school is not in session on Friday from approximately 9 a.m. accommodating the custodial parent's work schedule, if the noncustodial parent is available to be with Minor Child. Weekends include any snow days, teacher development days, or other days when school is not scheduled and that are contiguous to the weekend period.

iii. Holiday: Each holiday granted to the noncustodial parent according to the following schedule:

Holiday	Holiday Time Period	Noncustodial Parent's Years	Custodial Parent's Years
Easter	(1) Holiday begins at 6 p.m. on the day that school dismisses for the weekend. (2) Holiday ends at 7 p.m. on Sunday.	Odd	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with 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	Even	Odd

	Memorial Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if Mother	All years if Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if Father	All years if Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Odd	Even

	(2) Holiday ends at 7 p.m. on Labor Day.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day as the holiday begins.	Even	Odd
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for	Odd	Even

	winter break; or (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. (2) Holiday ends on December 27th at 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even

a. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Child's attendance at school for that school day.

iv. Extended: For extended parent-time with Minor Child, and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with Minor Child, which may be consecutive, when school is not in session for summer break. For the four weeks:

a. two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and

b. two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday parent-time.

c. The custodial parent is entitled to uninterrupted parent-time with Minor Child for two weeks, which may be consecutive, when school is not in session for summer break.

B. Notification: Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.

i. In odd numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1, and the custodial parent shall provide notice to the noncustodial parent by May 15.

ii. In even numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15.

iii. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

iv. If the custodial parent intends to interrupt a noncustodial parent's interrupted extended parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within ten days on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

C. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. The holiday schedule for Mother's Day or Father's Day;

ii. The holiday schedule for Minor Child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Child away from that parent's residence during the uninterrupted extended parent-time;

iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Child's birthday.

iv. Extended parent-time; and

v. The schedule for weekday or weekend parent-time.

D. Elections: An election shall be made by the noncustodial parent at the time of the entry of the order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in Minor Child's schedule. An election by either parent concerning parent-time shall be made a part of the order.

14. Jeffrey shall not exercise overnight parent-time with Minor Child until Jeffrey has reasonable accommodations for Minor Child. Morning parent-time exchanges shall take place at 9:00 a.m. and night-time parent-time exchanges shall take place at 8:30 p.m.

8. Parties shall abide by the fifteen-minute rule. If Jeffrey is more than fifteen minutes late for his weeknight parent-time or thirty minutes late for his weekend parent-time, Jeffrey shall forfeit that parent-time.

9. Heidi's residence shall be considered Minor Child's home residence for purposes of identifying the appropriate school.

10. Parties shall not introduce Minor Child to any romantic interest until they have been in a committed relationship for more than three consecutive months.

11. Parties shall not allow guests with whom they are romantically involved to spend the night while he or she is exercising parent-time.

12. If either parent takes Minor Child out of state for vacation, that parent must give notice to the other parent 30 days before leaving the state.

13. If either Party wishes to travel outside of the United States with Minor Child, Parties shall cooperate to obtain passports for Minor Child. Heidi shall be the custodian of the passports. Parties shall either agree in writing or obtain Court order allowing travel outside of the United States. Minor Child's passports shall be freely shared between Parties as necessary to facilitate any written agreement or Court Order regarding travel.

14. Each Party is awarded reasonable telephone or other electronic communication with Minor Child when Minor Child is at the other Party's home at reasonable times and for reasonable durations. "Reasonable" shall be defined as no earlier than 9 a.m. and no later than 10 p.m.

15. Whenever Minor Child travel with either parent, the traveling parent shall provide the following to the other parent:

- A. An itinerary of travel dates;
- B. Destinations;
- C. Places where Minor Child or traveling parent can be reached, and
- D. The name and telephone number of an available third person who would be knowledgeable of Minor Child's location.

16. If one Party moves more than 150 miles, then Jeffrey shall be awarded reasonable parent-time as Parties agree. If Parties do not agree to a parent-time schedule, Utah Code, Section 81-9-209 shall be considered the minimum parent-time to which Jeffrey shall be entitled. Transportation costs shall be paid by Jeffrey.

17. Jeffrey shall be solely responsible for the transportation necessary to effectuate his parent-time, including pick-up and drop-off.

PROVISIONS REGARDING SUPPORT PAYMENTS

18. Heidi is employed at Spectrum Academy and earns \$2,012.50 gross per month.

19. Upon information and belief, Jeffrey is employed at the Utah Department of Corrections and earns \$8,214.54 gross per month. If Heidi discovers Jeffrey earns or is capable of earning more than \$8,214.54 per month, Heidi reserves the right to amend this amount upward.

20. Pursuant to Utah Code, Sections 81-6-202 through 305, Jeffrey is Ordered to pay child support.

A. According to Uniform Child Support Guidelines, sole child support worksheet, beginning April 2026, Jeffrey shall pay \$839 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

B. The base child support award shall be reduced by (1) 50% for time periods during which Minor Child is with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 25 of any 30 consecutive days of extended parent-time, or (2) 25% for time periods during which Minor Child is with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 12 of any 30 consecutive days of extended parent-time. If Minor Child is recipients of Temporary Aid to Needy Families, any agreement by 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. Pursuant to Utah Code, Sections 26B-9-302 through 412, Jeffrey shall make support payments to the Office of Recovery Services.

D. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Jeffrey.

E. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

F. The issue of child support arrearages may be determined by further judicial or administrative determination.

G. Pursuant to Utah Code, Sections 81-6-104 and 81-6-205, 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 \$839. The child support obligation of the mother shall be \$206.

H. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

I. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES

21. Each Party is Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that Minor Child is involved in. Party incurring the extracurricular activity out-of-pocket costs shall submit to other Party verification of the incurred expense, such as a receipt or an invoice,

within thirty days of payment or receiving the same and shall be reimbursed by other Party within thirty days of receiving the verification of incurred expenses. A Party who incurs an expense for Minor Child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

22. Jeffrey shall maintain health insurance for Minor Child.

A. Jeffrey shall pay for the out-of-pocket costs of the premium actually paid by a parent for Minor Child's portion of insurance.

B. Jeffrey shall pay all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Child and actually paid by Parties.

C. Jeffrey 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 Minor Child and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

D. If, at any point in time, Minor Child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jeffrey shall be primary coverage for

Minor Child and the health, hospital, or dental insurance plan of Heidi shall be secondary coverage for Minor Child. If Minor Child is not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Child.

H. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

23. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career- or educational- or occupational-training-related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a 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

thirty 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.

C. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

24. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Child's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Child about litigation between Parties.

C. Parties shall not involve or speak with Minor Child about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third

parties from such violations, or they shall remove Minor Child from circumstances in which violations are occurring.

F. Neither Party shall move, transfer, encumber, or sell any personal property, and shall be restrained from doing so.

**PROVISIONS REGARDING MINOR CHILD TAX EXEMPTIONS,
DEDUCTIONS, AND CREDITS**

25. Heidi shall be entitled to claim Minor Child as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns from 2026 onward.

PROVISIONS REGARDING TAXES

26. Parties have filed jointly for 2025.

PROVISION REGARDING LIFE INSURANCE

27. Jeffrey shall maintain a life insurance policy on his life, so long as such is available at reasonable cost or through his employer, in an amount of sufficient size to provide for a monthly income equal to child support and alimony payments ordered until Minor Child ages out of child support and alimony end. Jeffrey shall maintain in full force and effect this life insurance policy until child support and alimony obligations ordered terminates and all child support and alimony arrearages have been paid in full. During such period, Jeffrey shall irrevocably designate Heidi as beneficiary on the life insurance.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

28. During the course of the marriage, Parties acquired certain/did not acquire any debts and obligations. These debts shall be divided, as follows:

DESCRIPTION	AMOUNT	RESPONSIBLE PARTY:
Discover Credit Card ending in 7054	\$6,469.33	Split equally between the parties from proceeds from the home
Mountain America Credit Union Debt ending in 0001	\$8,800.78	Split equally between the parties from proceeds from the home
Mountain America Credit Union Car Loan	Unknown	Jeffrey
RC Willey Appliance Debt	Unknown	Jeffrey
Fortiva Credit Card	Unknown	Jeffrey

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

29. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties are awarded vehicles as follows: (1) Heidi is awarded the 2012 Honda Pilot and (2) Jeffrey is awarded the 2022 Ford Escape SEL. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within thirty days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within thirty days, then the vehicle shall be immediately placed for sale.

B. Heidi is hereby awarded her wedding ring, the laptop, her gun, her dresser, king-sized bed and mattress, bedroom furniture for Minor Child and Heidi's son, gray couch, automatic cat litter box, white upholstered chair, Kitchen Aid mixer, piano, kitchen table Bosch mixer, cordless Dyson, Televisions, Nintendo gaming systems, chest freezer, electric scooters for

Heidi, her son, and Minor Child, Schwinn bike, her son's bike, and the cedar chest.

C. Jeffrey is hereby awarded his daughter's bedroom furniture, leather couches, snowblower, air compressor, his wedding ring, and the PlayStation 5.

D. Parties are awarded half of the value of any joint bank accounts on the date of the separation. Parties are awarded the bank accounts in their own name.

E. Each Party is hereby awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

F. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

G. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

PROVISIONS REGARDING REAL PROPERTY

30. During the course of the marriage, Parties acquired real property located at 635 N 640 W, Tooele, UT 84074. The real property shall be sold, and the equity divided equally between Parties after all obligations and debts

associated with the real property have been paid, Heidi has been reimbursed \$75,000 for funds her parents put down towards the home and \$8,000 for her education, and the debts outlined above are paid. Jeffrey shall continue to pay the mortgage and bills until the home is sold.

PROVISIONS REGARDING ALIMONY

31. Jeffrey is hereby ordered to pay Heidi alimony in the amount of \$2,500 per month for the length of the marriage or 117 months. Alimony shall end if Heidi cohabits or remarries, or if one Party dies.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

32. Jeffrey has acquired interest in defined contribution plans or defined benefit plans, including his pension.

A. Regarding defined contribution plans (e.g., 401(k), IRA, annuity), Parties shall equally divide the marital share of those plans. Marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, during Parties' marriage. Conversely, Party who accrued the non-marital shares of those plans shall be awarded 100% of those non-marital shares. Non-marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, before Parties' marriage.

B. Regarding defined benefit plans, (e.g., employer pension), those plans shall be divided pursuant to the *Woodward* formula found in *Woodward v. Woodward*, 656 P.2d 431 (Utah 1982).

C. Jeffrey shall be 100% responsible for the cost of administering the Qualified Domestic Relations Order(s) (QDRO(s)).

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

33. Each Party is Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action.

II. OTHER.

34. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

35. Heidi shall be restored to the use of her former name of Heidi West, if she so chooses.

36. Each Party is Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

CERTIFICATE OF SERVICE

I hereby certify on 29 May 2026 I caused to be served a true and correct copy of the foregoing by first class mail, addressed to the following:

Jeffrey Orton
1480 N 8000 W
Salt Lake City, UT 84116
Respondent

/s/ Idania Blandon

Idania Blandon
*Assistant Lead Paralegal, Brown
Family Law*