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**IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, UTAH**

In the matter of the marriage of DILLON TORGERSEN, Petitioner, and BREANNA TORGERSEN, Respondent.	DECREE OF DIVORCE Case Number: 264901219 Judge Charles Stormont Commissioner Renee Blocher
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The Court hereby issues the following DECREE OF DIVORCE:

1. The parties have been residents of Salt Lake County for at least three months prior to the filing of this action.
2. The parties were married on October 10, 2008, in Manti, Utah, and are currently married.
3. The parties are awarded a Decree of Divorce based on the grounds of irreconcilable differences.
4. The parties have two minor children, K.B.T. ("Kyle"), born July 2017, and L.K.T. ("Lydia"), born March 2023.

5. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the parties' minor children under Utah Code § 78B-13-102(7).

6. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time, or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' children. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor children.

CUSTODY

7. The parties are awarded joint legal custody, and Respondent shall be designated the custodial parent with primary physical custody of the parties' minor children. Petitioner's regular parent-time with the children shall be pursuant to Utah Code § 81-9-302, which the parties agree closely approximates their agreed 30%/70% division.

8. Petitioner shall not exercise overnight parent-time with L.K.T. until she reaches five years of age. Once L.K.T. reaches five years of age, her regular parent-time schedule shall thereafter mirror K.B.T. schedule set forth in the paragraph above.

9. L.K.T. shall not have an overnight with Petitioner unless K.B.T. is also present for that same overnight; L.K.T. shall not have an overnight alone with Petitioner at any time.

10. Holidays and Extended (Summer) Parent-Time. Holidays and extended summer parent-

time shall be as set forth in the standard schedule found in Utah Code § 81-9-302 with Petitioner named as the non-custodial parent. Each party shall be entitled to two weeks of uninterrupted summer parent-time during the summer months with the notification deadlines pursuant to § 81-9-302.

11. Decision-Making. Joint legal custody, as used herein, shall mean the sharing of rights, duties and responsibilities as parents by both parties. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities, but each shall consult with the other, and seek his or her opinion on all nonroutine matters, such as medical and educational decisions involving the children. If a dispute arises, the parties shall consult and consider the other's opinion in good faith, but if no agreement is made, the parties shall first seek the input of a professional in the area of expertise, and in the event they do not agree, Respondent shall have the final decision-making authority, subject to Petitioner's right to bring the matter before the Court.

12. For any decision that does not involve a major medical or major education decision, and that does not otherwise require both parties' physical signatures, the requesting party shall provide notice of the proposed decision to the other party, and if no response is received within 48 hours, the non-responding party's silence shall constitute consent to the proposed action. The requesting party may then proceed, and the non-responding party shall not thereafter object, seek contempt, or take any action inconsistent with the decision. Major medical and major education decisions require both parties' physical signatures.

PARENTING PLAN

13. Travel. When either party takes a minor child out of the state, that party shall give the other party written notice at least 24 hours before leaving the state, when possible, including an itinerary of travel dates and destinations, contact information during the trip, and the name and phone number of an available third person who will know the child's whereabouts. Travel shall not interfere with the other party's parent-time absent written agreement.

14. Church/Youth Activities. Petitioner's parent-time shall not interfere with the minor children's attendance at Activity Days or Young Men's/Young Women's activities.

15. Extracurricular Activities. The parties shall equally pay for the cost of any written and mutually agreed upon extra-curricular activity in which a minor child of the parties may participate. Parent-time takes precedence over extra-curricular activities and the parent exercising parent-time shall ensure a minor child's participation in agreed upon extra-curricular activities including timely transportation to and from practices and games/performances. The parties shall support each child, if the child chooses to participate, in one extracurricular activity per year. Each party shall pay 50% of all expenses related to each child's extracurricular activity.

16. School Expenses. Each party shall pay 50% of all school-related fees and expenses for the minor children, including registration fees, books, school supplies, backpacks, school lunches, etc.

17. Parent-Time Exchanges; Late Arrival. If Petitioner is more than 20 minutes late for a scheduled parent-time pick-up or drop-off, without prior notice and good cause, Petitioner shall

forfeit that parent-time period. There shall be no make-up parent-time for any forfeited or otherwise missed parent-time.

18. Reimbursement of Expenses. The parties shall exchange receipts for any reimbursable expense within 30 days of the expense being incurred. The reimbursing party shall pay the amount owed within 30 days of receiving the receipt.

19. Car Insurance. Once a minor child begins driving, each party shall pay 50% of that child's automobile insurance costs.

20. 529 Accounts. The children shall maintain 529 Accounts for the future education. Petitioner shall have access and control of the minor children's 529 education savings account(s).

21. Contact Information. Each parent shall provide the other with the parent's current address, telephone number, and email address within 24 hours of any change.

22. First Right of Refusal. If a parent will be unable to personally care for a minor child for four or more hours during that parent's parent-time, that parent must first offer the other parent the opportunity to care for the child before arranging third-party care.

23. Emergency Events. Both parties shall immediately notify the other of all emergency medical, educational, or legal events occurring during that party's parent-time.

24. Significant Others. The parties shall be sensitive regarding introducing the minor children to significant others and shall refrain from doing so until the relationship has become serious in nature.

25. Records Access. Both parties shall have access to the minor children's school and

medical records and shall be permitted to attend school and medical appointments.

26. Education Plan. Respondent's residence shall be designated as the home residence of the children for the purpose of determining where the children will attend school.

27. Virtual Parent-time. The parties may have reasonable virtual parent-time with the children. The virtual parent-time shall be scheduled in advance and occur at age-appropriate and reasonable times. The virtual parent-time shall also be dependent on the children's availability and willingness to participate.

28. The parties agree that their working relationship as parents shall be built on cooperation.

29. The parties believe open, honest, and direct communication between them is essential to an effective parenting relationship. The parties shall take affirmative steps to adapt procedures, ensuring that the parties have frequent communication in a civil manner. The parties recognize that conflict between them causes emotional trauma and pain to the children. The parties shall be civil to one another in all their future dealings.

30. The parties shall affirmatively support each other as parents by giving their children permission to love both parents, and by showing appreciation for favors given.

31. The parties shall not question, interrogate, or otherwise attempt to obtain information from the minor children regarding the other parent, the other parent's household, or the other parent's personal affairs. The parties further shall not use the minor children as messengers to communicate between them, nor shall they request, encourage, or permit the children to convey information, documents, or items from one parent to the other. Each party shall be responsible

for ensuring that all necessary communications occur directly between the parties or through mutually agreed-upon means, without involving the minor children.

32. Sharing Information. The parties both parties shall have access to the children's school, medical, church, and other records and will include the other party as the parent on such records.

33. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding their children's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

34. The parties shall notify the other parent of significant illnesses the children may have when they are at their individual homes.

35. The parties shall discuss any problems either one of them is experiencing with regards to disciplining their children.

36. The parties shall immediately advise the other parent of any changes in their address, telephone number, or other information pertinent to communication.

37. Communication. The parties shall communicate through the parenting application, Our Family Wizard, and shall elect for the "tone meter" in the subscription. Each party shall be responsible for his/her subscription. Each party will respond to their coparent within 24 hours of receiving the communication. Respondent shall be responsible for updating the App with the children's schedule, and it shall be Petitioner's responsibility to check the App for such updates. The parties shall be civil in their communications with one another. They shall not use

demeaning or harassing language with the other party. They shall not use profanity or name-calling.

38. Consistency in Discipline and Parenting. The parties agree that consistency is one of the key elements of raising children. Therefore, the parties would like to see the same curfews and bedtimes implemented at each of their homes.

39. The parties recognize that their discipline and parenting of their children will be more effective if they work as a “united front.” Therefore, the parties shall discuss discipline and philosophies with each other and come to a consensus as to what works.

END OF PARENTING PLAN

MUTUAL RESTRAINTS

40. Both parties shall be supportive of the other party’s role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

41. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children’s relationship with the other parent in front of or with the children.

42. The parties shall not make disparaging remarks to one another or to their children about one another or in the children’s presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

43. Both parties are mutually restrained from allowing third parties to do what they

themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

CHILD SUPPORT

44. Child Support. Child support shall be calculated pursuant to Utah Code Ann. § 81-6, consistent with the Utah Child Support Guidelines and the parties' agreed custody division. Petitioner is employed and earns a gross monthly income of approximately \$12,020. Respondent is unemployed. Based on a sole custody worksheet, Petitioner shall pay Respondent child support in the amount of \$1,901 per month, beginning July 1, 2026.

45. Payments. Child support shall be divided into two equal monthly payments with the first payment due by the 1st of the month and the second payment due by the 15th day of the month. Breanna is due the full amount no later than the 20th of each month. The child support payments shall be paid through the Office of Recovery Services unless the parties agree otherwise in writing. Dillon shall cooperate fully with ORS to implement their services.

46. Modification of Child Support. The amount of child support may be reviewed and modified pursuant to the provisions of Utah Code § 81-6-212.

47. Income Withholding. If the party obligated to pay child support becomes more than 30 days delinquent, the other party shall be entitled to income withholding as a means of collecting child support pursuant to Utah Code §§ 81-6 and 62A-11-401, et seq.

48. Termination of Child Support. The child support obligation shall terminate when a minor

child turns 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, joins the armed forces, or is otherwise emancipated.

49. Income Update. If there is a change to either party's income or employment, that party shall notify the other within 30 days of receiving notice of the change.

CHILD-RELATED MEDICAL EXPENSES

50. Children's Health Insurance. The parties shall equally share any primary medical and dental insurance premiums actually paid by the party for the children's portion of the insurance on a per capita basis pursuant to Utah Code § 81-6-208. The children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed. Petitioner shall be obligated to provide the medical insurance for the children, however, if Respondent is able to secure a more affordable plan for the children, the parties may change to her insurance. In the event each party desires to have coverage for the children, he/she shall be responsible for payment of his/her own plan and shall not be entitled to reimbursement from the other party. In the event of double coverage, Petitioner's insurance shall be named as the primary insurance and Respondent's insurance will be the named as the secondary coverage.

51. Out-of-Pocket Medical/Dental Expenses. The parties shall equally share all out-of-pocket expenses incurred for the benefit of the parties' minor children, including but not limited to

medical, dental, orthodontic, mental health, and optical expenses. This includes co-payments, deductibles, and any uninsured or unreimbursed costs, regardless of which party's insurance policy provides coverage.

52. Reimbursement of Medical Expenses. If a party incurs medical or dental costs for a minor child, that party shall provide written verification of the cost and payment of such to the other party within 30 days of payment. The other party shall make reimbursement within 30 days of the written verification being presented.

TAXES

53. Tax Dependency Exemption. Respondent shall claim both minor children as dependents for income tax purposes for all tax years.

PROPERTY DIVISION

54. Individual Stock Account. The parties' individual (non-retirement) stock/brokerage account, valued at \$34,701.24 as of June 20, 2026, shall be divided equally between the parties, with Respondent receiving \$17,350.62 before applicable taxes, and Petitioner retaining the remaining balance.

55. Roth IRA. Respondent shall be awarded 100% of the parties' Roth IRA, valued at \$3,490.52 as of June 20, 2026.

56. Investments. The parties shall divide equally the funds in the Fidelity Roth IRA account, ending in 0741, which had an approximate value of \$3,490.52 as of June 20, 2026. The parties shall divide equally the funds in the Fidelity account, ending in 9415, which had an approximate

value of \$34,701.52 as of June 20, 2026. Respondent shall be awarded 100% of the parties' 401(k) account, ending in 9037, valued at approximately \$322,071.77 as of June 20, 2026. Respondent shall be awarded 100% of the account ending in 9037, on the condition that Respondent waives any claim to alimony as set forth below.

57. Alimony. In consideration of the 401(k) award set forth above, Respondent waives any claim to spousal support/alimony from Petitioner.

58. Marital Residence. The parties currently own a residence located at 12363 South Popple Lane, Herriman, Utah 84096. The parties shall list the home for sale immediately by a mutually agreed-upon realtor. After the property is sold, the parties shall pay the realtor fees, closing costs, and Respondent shall be awarded 75% of the equity, but no less than \$300,000, from the sale of the home. In the event there is less than \$300,000 in equity to be awarded to Respondent, judgment shall be entered against the Petitioner for any deficit short of \$300,000.

59. Vehicles. Respondent shall be awarded the 2016 Ford Explorer, which is paid in full. Petitioner shall be awarded the 2023 Tesla Model 3, and shall refinance the associated vehicle loan into his name alone following entry of the Decree.

60. Other Personal Property. All other personal property acquired during the marriage, including furniture and personal belongings, shall be divided as separately agreed between the parties.

61. Debts. The parties shall assume any debts in his/her name apart from discussed herein and shall hold the other party harmless therein.

LIFE INSURANCE

62. Petitioner shall maintain a life insurance policy, naming Respondent the beneficiary for an amount that covers the child support obligation, in full until the youngest child turns 18 or graduates from high school, whichever occurs at the latest. Petitioner shall provide verification to Respondent by January 15 of each year until there is no longer a child support obligation.

ATTORNEY FEES

63. Attorney Fees. The parties shall each pay their own attorney fees for this action. However, if either party must seek enforcement of these orders, the party found to have violated the orders may be ordered to pay the attorney fees of the other party incurred in the enforcement action.

NAME CHANGE

64. Respondent shall be permitted to change her last name to “Turnblom” upon divorce, if she so chooses.

MISCELLANEOUS

65. Final Stipulation. The Decree is entire and complete and embodies all understandings between the parties. No prior or contemporaneous oral or written agreements outside of the Decree shall have any force or effect. The parties are aware they have a right to proceed to trial to present evidence and witnesses but waive that right. The parties are satisfied that the Decree is fair and reasonable.

66. Documents. Both parties shall sign whatever documents are necessary to implement the

Decree of Divorce.

67. Severability. If any provision of the Decree is found invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

The parties shall negotiate in good faith to modify any invalidated provision to reflect their original intent as closely as possible while remaining legally enforceable.

68. The Court shall enter any other orders it deems fair, equitable, and/or in the best interest of the minor children.

-End of Order. The Court's signature appears at the top of the first page.-

Approved as to form:

/S/ David Handy

David Handy

Attorney for Respondent

Signed by Camille E. Mackay with permission

CERTIFICATE OF TRANSMITTAL

I certify that on this 18th day of July 2026 I sent a true and correct copy of the foregoing document to the following parties in the manner indicated:

David Handy Marco Brown 8915 S. 700 E., Ste. 203 Sandy, UT 84070 David.h@brownfamilylaw.com	☐ U.S. First Class Mail ☐ Hand-delivery ☐ Fax ☒ Email ☐ Efiling
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/s/ Camille E. Mackay
CAMILLE E. MACKAY
Attorney for Respondent