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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of: JAMES BENSON Petitioner, vs. KAMI BENSON Respondent.	DECREE OF DIVORCE Case No. 244401461 Judge: Howell Commissioner: Ito
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The parties came before this court Pursuant to a Petition for Divorce. The parties after presenting testimony and argument during trial, the court signed the findings of fact/conclusions of law. The court having reviewed those findings enters the following decree of divorce:

1. Jurisdiction: Petitioner has been a resident of Utah County, State of Utah, for more than three (3) months immediately prior to the commencement of this action.
2. Marriage Statistics: Husband and Wife were married on May 4, 2018 in Orem, Utah

3. Grounds: During the court of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible.
4. Marital Property: During the course of the marriage relationship, the parties have acquired certain items of marital property. Each party should be awarded the items currently in their possession with the following exceptions. Mother is to provide father the titles to the truck and boat, the birth certificate of child, bank statements, check book and medical records within 30 days. The massage chair remote and anything else associated with the massage chair will be provided to the individual who has the massage chair.
5. Financial Accounts: The Parties have never combined their financial accounts. Each party shall take the accounts in own name.
6. Real Property: The parties do not own real property.
7. Debt: The parties have always maintained separate accounts. The parties should be obligated to pay for any account in their own name. Any account that has been set up without the authorization of the other party will be the responsibility of the party that set up the account. The parties are prohibited from setting up additional accounts in each other's names. The parties will pay any medical debt in their own name.
8. Alimony: Neither party is required to pay alimony.
9. Minor Children: Petitioner and Respondent have 1 minor child left at home: K.B born May 18, 2012. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the names and birthdate of the child have been submitted to the Court on the NON-PUBLIC INFORMATION – MINORS form.

10. Child's Residency: Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor child under UTAH CODE ANN. § 78B-13-102(7) (1953 as amended). The parties' minor children have resided in the State of Utah for at least six months immediately prior to the filing of this action. The addresses and names of the persons whom the child have resided with in the last five years have been submitted in the NON-PUBLIC INFORMATION – MINORS form as required by Rule 4-202.02 of the Utah Rules of Judicial Administration.

11. Other Proceedings: There are no other proceedings involving the minor child.

12. Custody: The parties will share joint legal custody of the minor child, and father is awarded sole physical custody of the minor child.

13. Parent-time: It is reasonable and proper that parties parent time with the child be as the parties agree. If the parties cannot agree, parent time will be as follows:

- a. Mother will have parent time pursuant to Utah Code §81-9-304.
- b. Mother will not have overnights until stable housing has been procured, or at father's approval if she does not have stable housing.
- c. Mother will be clear on when she will be exercising parent time or not exercising parent time.
- d. The party starting parent time will pick up the child from the other parties' residence curbside.

e. The Parties agree that holidays will be in compliance with Utah Code §81-9-304 with Respondent being designated the non-custodial parent for the purpose of the holiday statute.

f. It is reasonable and proper that Petitioner and Respondent provide an appropriate environment for the child to stay during parent-time.

g. It is reasonable and proper that both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including but not limited to, pumping the child for information about the other parent, attempting to influence the child's preference regarding custody or visitation, making derogatory or disparaging comments about or to the other parent, or allowing any other person, when within the hearing of the child, to do so.

h. It is reasonable and proper that all cost of after school activities of the minor child will be split 50/50. Father shall provide notice within 30 days, and mother should reimburse within 30 days.

i. It is reasonable and proper that the parties be allowed reasonable virtual parent time with the minor child at reasonable times and durations. The minor child should be allowed to call either parent when she wants.

j. Each parent is responsible for his or her own expenses in exercising parent time.

k. Both parents shall be polite and cordial and behave maturely during exchanges of the minor child. The parents shall also prepare the minor child, both

mentally and physically, for each parent-time exchange by ensuring that the minor child is packed and ready to leave on time, and by encouraging the minor child to spend time with the other parent.

l. Father should have the right to drug test mother in the event he believes that mother is impaired or under the influence when she comes to pick up the child, father will have the ability to drug test mother. Father will pay for the test of his choosing, and mother shall be required to take the test within 24 hours. If the test is dirty, mother will forfeit parent time until she can come back before the court. Mother will be required to reimburse father for any dirty tests. Failure to take the test within the time period, will be considered a dirty.

m. The Parties will discuss any major legal decision regarding the minor child. If the parties cannot agree, father will have the final say subject to mother bringing the issue before the court or mediation.

14. Petitioner's Income: Petitioner is currently employed making \$3200 per month per month.

15. Respondent's Income: Respondent is currently underemployed and is imputed at \$1257 per month.

16. Child Support: Based upon the custody agreement, pursuant to the "Uniform Civil Liability for Support Act," UTAH CODE ANN. §78B-12-301 (2) et seq. (1953 as amended), it is reasonable and proper that Respondent pay the Petitioner \$75 in child support each month.

a. Unless the Court orders otherwise, support for the parties' minor child terminates at the time (1) the child becomes 18 years of age or has

graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with UTAH CODE ANN. § 78A-6-801 et seq.

b. It is reasonable and proper that child support payments begin the month immediately following the entry of the order for child support, and be sent directly to the party entitled to child support. The monthly child support will 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, unless the custodial parent uses the Office of Recovery Services (ORS) to collect support.

Child support due and not paid on or before the 5th day of the month will be delinquent on the 6th day of the month. Child support due and not paid on or before the 21st day of the month will be delinquent on the 21st day of the month.

c. If the physical living arrangements of the child(ren) change from what is ordered (not including temporary changes for parent time or visitation), then pursuant to UTAH CODE ANN. § 78B-12-108 (1953 as amended), a parent whom the child is not residing with will be required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent will automatically begin paying this base support amount without the need to modify this child support order.

d. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to UTAH CODE ANN. §§ 62A-11-401 through 62A-11-511 (1953 as amended), 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 will apply to existing and future payors. All withheld income will be submitted to the Office of Recovery Services (ORS) until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. In the event income withholding is put in place, all child support payments will be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the ORS gives notice that payments will be sent elsewhere. Should mandatory income withholding be implemented by the ORS, it is reasonable and proper that child support be due in full on the first day of each month and delinquent on the first day of the following month. It is reasonable and proper that all administrative fees and costs of income withholding assessed by the ORS be paid by the non-custodial parent in addition to the base child support obligation.

e. It is reasonable and proper that each of the parties be under mutual obligation to notify the other within ten (10) days of any change in monthly income. The parties further agree that Child support should be

adjusted any time income changes by more than 30% of the current child support order.

f. Under UTAH CODE ANN. §§ 78B-12-210(7) and (9) (1953 as amended), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results 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 is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those 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.

17. Child Support Arrearages: Child support should start as of July 2024. As of November 2025, mother's child support arrearage is \$1275.

18. Pursuant to UTAH CODE ANN. §78B-12-212 (1953 as amended), the party who can obtain the cheapest and best coverage for the minor child will carry, hospital, and/or dental care

insurance for the benefit of the minor child.

a. It is reasonable and proper that both parties share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium will be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

b. It is reasonable and proper that both parties share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for a minor child and actually paid by a party. The Parties will discuss before any significant non-emergency medical care.

c. It is reasonable and proper that either parent maintaining insurance 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 a dependent child, and thereafter on or before January 2, of each calendar year. The parent will 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 will have known of the change.

d. It is reasonable and proper that a parent who incurs medical expenses provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e. It is reasonable and proper that a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "d" above.

f. It is reasonable and proper that a parent to whom written verification is provided will reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

19. TAXES: The parties already filed for 2023. Thereafter both parties will file on their own. The Petitioner will claim the minor child on even years and the Respondent will claim the minor child on odd years so long as she is current on her child support obligations by the 31st of any given year.

20. Respondent shall be allowed to change her name back to her maiden name if she so chooses.

21. Prior to any petition being filed to change any provision of the final Decree of Divorce, it is reasonable and proper that the parties attempt to resolve the issue through mediation.

Approved as to form: _____
Kami Benson, Respondent

**THIS DOCUMENT BECOMES EFFECTIVE ON THE DATE WHEN
ELECTRONICALLY SIGNED BY THE COURT AS SET FORTH AT THE TOP OF THE
FIRST PAGE OF THIS DOCUMENT**

Notice of Intent to Submit for Signature: Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, you are hereby notified that the forgoing will be sent to the Court for signing upon the expiration of seven (7) days from the date of this notice, plus three (3) days if service is by mail, unless a written objection is filed with the Court prior to that time.

DATED January 14, 2026

/s/ Spencer Thomas
Spencer Thomas

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document, specifically identified hereafter, was served by the method indicated below to the following individuals on the date affixed below:

Document	CERTIFICATE OF SERVICE: Decree of Divorce
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Name/Title or Interest in Case/Address	Method
Kami Benson <i>Respondent</i>	E-Mailed to Respondent on: January 14 th , 2026

/s/ Kayli Christensen

Kayli Christensen

Secretary

Date: April 13, 2026