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

In the Matter of the Marriage of:

DECREE OF DIVORCE

CODY BANKS,
Petitioner,

and

VERONICA BENITEZ,
Respondent.

Case No. 244400021
Judge: Honorable Shawn R. Howell
Commissioner: Marla Snow

THE ABOVE CAPTIONED MATTER came before the Court for consideration, the Court now being fully advised in the premises, having previously made and entered its Findings of Fact and Conclusions of Laws, and for good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

JURISDICTION AND GROUNDS

1. The Court has jurisdiction of the parties and the subject matter of this action.
2. The Venue is proper before this Court.
3. The parties are lawfully married.
4. Irreconcilable differences have arisen between the parties and the marriage relationship has suffered an irretrievable breakdown.
5. The parties are hereby awarded a divorce to become effective as of the date of this court's endorsement.

CHILD CUSTODY

6. It is in the best interests of the children that Respondent (Veronica) shall be awarded sole legal and sole physical custody of the parties minor children subject to Petitioner's (Cody) rights of parent time as described below. The children are P.C.B. (DOB January 2009), and M.A.B. (DOB November 2009).

7. It is in the best interests of the children that Petitioner have parent-time as follows:

a. **Parent-Time Restrictions.** Petitioner shall have no in-person, or virtual parent-time until he has: a) completed reunification/family-systems therapy with the children as provided in the Court's Temporary Orders of Dec 2024; b) obtained written clearance from the treating reunification therapist confirming that further contact would not endanger the children's emotional or physical welfare. Any future parent-time shall begin only upon further court order following verified completion of the reunification process. Should parent-time be re-established, Petitioner should have parent time pursuant to the Utah relocation statute with Petitioner paying any transportation costs. Petitioner shall be responsible for all associated costs for the children's counseling and reunification counseling.

8. **Protective Provisions.** All existing criminal and civil protective-order terms remain in effect until modified by written court order.

CHILD SUPPORT

9. The parties shall exchange their paystubs, which shall be used to calculate child support pursuant to the Utah child support guidelines and collected and disbursed by the Office of Recovery Services. At present Petitioner earns a gross monthly amount of \$9,436.00, and

Respondent earns a gross monthly amount of \$3,640.00. Using the Utah Sole Physical Custody worksheet, Petitioner should pay to Respondent an amount of \$1,437.00 monthly for child support and applied retroactively from January 1, 2024.

10. Unless the Court orders otherwise, support for each child terminates at the time a 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 a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

11. As long as the Office of recovery Services ("Office") has an open case for child support services for these parties then the ongoing child support and child support arrears shall be collected by the Office pursuant to Office policy and applicable law and unless the Office gives notice that the payments should be sent elsewhere.

CHILD HEALTH CARE

12. The parties shall provide health care coverage for the medical expenses of their dependent children, as defined by U.C.A. 81-6-101. If insurance for medical and dental expenses is available or becomes available to either party at reasonable cost, and is accessible to the children, the party(ies) shall be responsible for maintaining insurance for their dependent children.

13. The parties shall share equally the out of pocket costs of the premium actually paid for the children's portion of the insurance. The parties shall be responsible for all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and copayments, incurred for the children and actually paid by a party.

14. The party who incurs medical expenses must provide written verification of the cost and payment of medical expenses to the other party within 30 days of payment. The 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 this paragraph.

CHILD CARE

15. Both parties shall share equally all reasonable work related child care expenses.

16. The party 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 party shall notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

17. The party not directly paying for child care shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

18. A party incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

SPOUSAL SUPPORT (ALIMONY)

19. Petitioner shall be ordered to pay to Respondent an amount of \$1,000 per month in spousal support. Spousal support shall be paid in full on the first day of each month. Spousal support shall be paid for 24 months. The parties acknowledge that the payment of alimony over

the next 24 months shall fully satisfy any alimony arrears owed to the Respondent. The alimony payments shall be paid to the Respondent regardless of re-marriage or cohabitation.

REAL PROPERTY

20. There is no real property at issue in this matter.

PERSONAL PROPERTY

21. Personal property acquired by the parties during the course of the marriage shall be divided as the parties have already divided it, agree to divide it, or as adjudicated by the Court.

BANK ACCOUNTS

22. Money in any bank accounts held jointly in both parties' names, or solely in either parties' names, or in anyone else's name that is owned by either of the parties shall be divided evenly between the parties.

STOCKS, BONDS, OTHER INVESTMENTS

23. Stocks, bonds, or other investments held jointly in both parties' names, or solely in either parties' names', or in anyone else's name that is owned by either of the parties shall be divided evenly between the parties.

401K, PENSION, OTHER RETIREMENT BENEFITS

24. Each party shall be entitled to the retirement accounts in their own name.

25. Petitioner shall disclose in writing any withdrawals, loans, or transfers taken from retirement or investment accounts since separation.

26. Petitioner's RSU's shall be divided equally as of the date of separation. Respondent shall be entitled to 402 shares to be divided pursuant to a QDRO. Petitioner shall transfer, assign and

convey to Respondent, without recourse, and without representation or warranty, and Respondent assume from Petitioner, all of Petitioner's interest in 402 of the RSU's.

27. The Respondent shall be responsible for the preparation and cost of the QDRO or other documentation required to effectuate the provisions regarding division of the RSU benefits stated above.

BUSINESS INTERESTS

28. There are no business interests at issue in this matter.

LIFE INSURANCE BENEFITS

29. There are no life insurance benefits at issue in this matter.

TAXES

30. The parties will file separately for the last tax year.

31. Respondent shall claim the children as dependents for tax purposes each year.

SEPARATE PROPERTY

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

DEBTS

33. Petitioner shall pay, all personal debts he has incurred and hold Respondent harmless therefrom. Respondent shall be responsible for any debts she has incurred and hold Petitioner harmless therefrom. The parties shall share equally all marital debts that have been disclosed.

34. The parties shall provide a copy for the parties Decree of Divorce to, and notify, all applicable creditors regarding their respective division of debts and obligations as stated above, and regarding the parties' separate current addresses.

35. All credit cards and charge cards in the possession or control of one party for which the other party is primarily liable shall be returned to the party with primary liability. In the event the parties have any credit cards or charge cards for which they are jointly liable, such cards will be promptly canceled. Nothing shall prevent either party from keeping or using credit cards or charge cards for which he or she is solely liable.

36. If either party is obligated on a joint secured debt, the payment of that debt shall remain current. A party, who makes a payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

37. Each party shall offer their best efforts to remove each other from the debts or obligations stated above by refinance or otherwise and put the debt or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

38. All other debts or obligations not specifically stated above shall be assumed by the party by whom the debt was incurred.

ATTORNEY FEES AND COURT COSTS

39. Each party shall be responsible for their own attorney fees and court costs in this matter.

BANKRUPTCY

40. If either party files for bankruptcy, it shall constitute a material and substantial change in circumstances for any subsequent petition to modify regarding any financial issue herein.

COOPERATION

41. The parties shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debt divided herein, and to cooperate in each and every other way necessary or proper to ensure the Decree of Divorce is carried out in every detail.

42. Each party shall execute and deliver to the other such documents as are required to implement the provision of the Decree of Divorce entered by the court.

MUTUAL RESTRAINING ORDERS

43. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing abuse against the other party. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party 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.

DEFAULT

44. In the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the terms and conditions of the Decree of Divorce.

FUTURE DISPUTE RESOLUTION

45. In the event a future dispute arises regarding a provision of the parties' Decree of Divorce, the parties will enter mediation before seeking a resolution in court.

Disclosure: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

BY ORDER OF THE COURT

Court endorsement to appear at the top of the first page of this document.

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

Approved as to form:

DATED this 27th day of May 2026,

/s/ Jeff D. Rifleman

Jeff D. Rifleman
Attorney for Veronica Benitez

DATED this 28th day of May 2026,

/s/ Mark R. Anderson, signed by Jeff D. Rifleman with permission.

Mark R. Anderson
Attorney for Cody Banks

DATED this 28th day of May 2026,

/s/ Michelle Christensen, signed by Jeff D. Rifleman with

permission.

Michelle Christensen
Guardian Ad Litem

DATED this ____ day of _____ 20__.

Christopher Walker
Assistant Attorney General

CERTIFICATE OF SERVICE

I hereby certify that on this May 27, 2025 I personally served a true and correct copy of the foregoing proposed **Decree of Divorce** via Electronic Mail to:

Christopher Walker
chriswalker@agutah.gov, Assistant Attorney General, State of Utah

Michelle Christensen
michelle@utahfamlaw.com, Private Guardian ad Litem

Mark Anderson
manderson@cordelllaw.com, Attorney for Cody Banks

/s/ Jeff D. Rifleman
Jeff D. Rifleman
Attorney for Veronica Benitez