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Attorney for Petitioner

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

In the matter of the marriage of:

BENSEN SMITH,

Petitioner,

and

KATELYN DORIUS,

Respondent.

DECREE OF DIVORCE

Case No.: 264701111

Judge: Blaine Rawson

Commissioner: Julie Winkler

Petitioner ["Bensen"] having filed a Petition for Divorce against the Respondent ["Katelyn"];

and the parties having reached a final resolution by filing a Stipulation resolving all issues;

and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE**: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

2. JURISDICTION:

- a. Bensen and Katelyn were actual and bona fide residents of Davis County, State of Utah for the three months preceding the filing of this action in accordance with Utah Code §81-4-405.
- b. Home state. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code §78B-13-201(1)(a) in that:
 - i. Utah is the home state of the minor child at the commencement of this proceeding;
 - ii. The child-and the children's parents have a significant connection with the State of Utah other than mere physical presence;
 - iii. Bensen and Katelyn have not been a party, witness, or participated in any other capacity in any other litigation concerning the custody of the subject minor child-in this State or any other State;
 - iv. Bensen and Katelyn have no information of any custody proceeding concerning the minor child pending in this Court or any other State;
 - v. Bensen and Katelyn do not know of any person, not a party to these proceedings, who has physical custody of the subject minor child-and who claims to have custody or parent-time rights with respect to said minor child.
- c. Other proceedings. Pursuant to Utah Code §78B-18a-106, there are no other proceedings regarding the custody of the children.

3. MARRIAGE: Bensen and Katelyn are husband and wife, having been married on the 21st day of MARCH 2019 in BOUNTIFUL, UTAH.

4. GROUNDS: Since the date of marriage, the parties have developed irreconcilable differences; rendering it no longer possible to continue in the marital relationship. The parties have been separated since FEBRUARY 21, 2026.

5. CHILDREN: During the course of the marriage there has been one (1) child born to the parties, who remains a minor child, to-wit: L.A.S. born AUGUST 2023.

6. DIVORCE: Bensen should be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

CHILD CUSTODY

7. The parties agree that it is in the best interests of L.A.S. that Katelyn be awarded sole physical custody.

8. Bensen will have parent-time pursuant to U.C.A. §81-9-304 and §81-9-302 when L.A.S. reaches the age of five (5). The parties have agreed to deviate from the minimum parent-time statute in the following particulars:

- a. Rather than having one (1) mid-week visit each week, Bensen will have two (2) mid-visits every week. Bensen's mid-week visits will be on Tuesdays and Thursdays, absent mutual written agreement others and will be from 5:00 p.m. until 8:00 p.m. Bensen's visits will not be at Katelyn's house.
- b. Bensen will be responsible for transportation for his mid-week visits.

c. If L.A.S. has an activity that falls during Bensen's mid-week visit and this activity has been mutually agreed upon between the parties, Bensen will be responsible for taking L.A.S. to her activity.

d. When L.A.S. becomes school age, if Bensen is able to pick L.A.S. up from school on his mid-week visit days, provided he gives advance notice (a minimum of 24 hours advance notice) to Katelyn of his availability to do this, Bensen is free to pick L.A.S. directly up from school and return her to Katelyn at 8:00 p.m.

1. Absent mutual written agreement otherwise, and pursuant to U.C.A. §81-9-304 and §81-9-302 when L.A.S. reaches the age of five (5), the parties agree they will share holidays as follows. Katelyn will be designated the non-custodial parent for holiday purposes only.

Holiday	Holiday Time Period	Katelyn	Bensen
Dr. Martin Luther King Jr. Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on	Even years	Odd years

	Presidents' Day.		
Spring Break	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m.	All years if noncustodial parent is the mother or other parent designated in the order	All years if noncustodial parent is the mother or other parent designated in the order
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 7:30 p.m.	All years if noncustodial parent is the father or other parent designated in the order	All years if noncustodial parent is the father or other parent designated in the order
Juneteenth National Freedom Day	(1) Holiday begins on Friday at 5:30 p.m. and ends on Saturday at 5:30 p.m., if Juneteenth National Freedom Day is on the day before Father's Day. (2) Holiday begins on Sunday at 7:30 p.m. and ends on Tuesday at 7:30 p.m., if Juneteenth National Freedom Day is on Father's Day or on the day following Father's Day. (3)	Even years	Odd years

	Holiday begins at 5:30 p.m. on the day before Juneteenth National Freedom Day and ends at 7:30 p.m. on the day following Juneteenth National Freedom Day, unless Juneteenth National Freedom Day is on Father's Day, the day before Father's Day, or the day following Father's Day.		
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Odd years	Even years
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	Even years	Odd years

	(b) at 3 p.m. if there is no school. (2) Holiday ends at 7:30 p.m. on the same day the holiday begins.		
Thanksgiving	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at 5:30 p.m. on the day on that school dismisses for winter break. (2) Holiday ends on December 27th at 7:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Odd years	Even years

a. Due to the age of the minor children, the parties should allow some flexibility in the parent-time schedule to account for the children's jobs, extracurricular activities, etc.

9. Until such time as L.A.S. reaches the age of five (5), Bensen's extended summer parent-time with L.A.S. will be pursuant to U.C.A. 81-9-304(8)(d) as follows:

Extended parent-time for two separate two-week periods that are separated by at least four weeks, at Bensen's option, as follows:

(i) Two weeks of uninterrupted parent-time for Bensen, beginning at 8 a.m. on the first day and ending at 7:30 p.m. on the last day; and

(ii) Two weeks of interrupted parent-time, beginning at 8 a.m. on the first day and ending at 7:30 p.m. on the last day, where Katelyn may have an equal amount of weekday parent-time as Bensen on the same day on which Bensen is granted his weekday parent-time.

10. Until such time as L.A.S. turns five (5) years of age, Katelyn is entitled to one (1) week of uninterrupted extended parent-time.

11. When L.A.S. reaches the age of five (5) Bensen will have extended parent-time up to four (4) weeks with L.A.S. when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day. Two (2) weeks will be uninterrupted parent-time for Bensen. Two (2) weeks may be interrupted by Katelyn for a weekday visit on the same day on which Bensen is granted weekday parent-time.

12. When L.A.S. reaches the age of five (5) Katelyn is entitled to uninterrupted parent-time with the minor child for two (2) weeks when school is not in session for summer break, beginning at 8 am on the first day and ending at 8:30 p.m. on the last day.

13. Each parent will provide notice to the other parent of the parent's plans for the exercise of extended parent time for summer break.

a. In odd numbered years, Bensen will provide notice to Katelyn by May 1; and Katelyn will provide notice to Bensen by May 15th.

b. In even numbered years, Katelyn will provide notice to Bensen by May 1st and Bensen will provide notice to Katelyn by May 15th.

14. Legal custody. The parties should be awarded joint legal custody of the minor children of the parties consistent with the advisory guidelines as outlined in Utah Code §81-9-202.

15. Transportation. Pursuant to Utah Code §81-9-202(5), the parties should equally divide the transportation between them as follows: each party at the end of parent time shall deliver the minor child to the other parties' residence or reasonably designated location, unless otherwise agreed by both parties.

16. Relocation. Pursuant to Utah Code §81-9-209, if either party relocates more than 150 miles away from their current residence then the relocating party should comply therewith.

17. The parties agree to the **PARENTING PLAN** as stated below:

A. The parties' communication will focus on the needs and interests of their child.

B. Within ten (10) days of signing the Stipulation and Settlement Agreement, the parties will sign up for Our Family Wizard. The parties will share the yearly expense for Our Family Wizard equally.

C. The parties will be civil in their communication with one another.

D. The parties will do their best to accommodate their co-parent's reasonable requests to take the child to special family events.

E. The parties will strive to focus their conversations with one another on the child, rather than on each other; to encourage their child to understand that differences will occur and attempt to adapt to those differences without suggesting that the other parent must love them less.

E. Katelyn and Bensen will abide by a “no contention” rule. This means that from this day forward, they will do their best to not allow any contention to occur between them. Rather, they will focus on problem solving rather than fighting.

F. The child will attend school based on Katelyn’s address.

G. If there is a dispute about medical, educational, or religious decisions for the child and the parties are unable to reach an agreement on their own, the parties will do the following:

i. Communicate with one another in a timely manner about the decision that needs to be made. Timely is defined as responses/communication within 48 hours of receiving the same. This time period should be shortened if it is a decision that needs prompt attention.

ii. If the parties are still at an impasse, and if it is a medical, dental, vision, educational, mental health issue that needs to be made and there is a third party professional involved who has been involved with L.A.S., the parties will defer to the recommendation made by the third party professional. If a third party

professional is not involved, then at this stage, Katelyn can make the final decision.

iii. If a party disagrees with the recommendation made by the professional or

if Bensen disagrees with the decision made by Katelyn, Bensen can bring the issue before the court for further decision as to whether the decision was/is in L.A.S.'s best interests.

H. The parties will not use their child as messengers or problem solvers.

I. The parties will be courteous and respectful when exchanging the child.

J. Each parent will ensure that the child attends regularly scheduled activities while the child is with that parent, including school functions, sports activities, and mutually agreed upon extra-curricular activities.

K. Both Katelyn and Bensen will reasonably assist and facilitate the minor child in her homework, school projects and other extra-curricular activities/projects.

L. Bensen and Katelyn will ensure that the minor child attends ~~regular~~ school regularly and should ensure that the child arrives at school on time daily. The parent, with whom the child has resided during the night, will ensure that the child is taken to school the next morning.

M. The parties will have reasonable telephone/electronic access to the child when the child is in the care of the other parent. The child will always be free to contact the other parent whenever the child desires.

N. Both parties will notify one another in the event they travel overnight and away from their respective residence with the child. Notification consists of departure and return dates, itinerary, and numbers where the other party can be reached. Notification will be provided as soon as the trip is scheduled but in no event, at least 48 hours before departure.

O. The parties will cooperate in obtaining the child's passport. If either party wishes to travel with the child to a foreign country, written consent from the other party will be obtained. Consent will not be unreasonably withheld. Notification of any foreign travel will take place at least 14 days prior to travel.

P. Neither party will speak negatively about the other party in the presence of the child. The parties also will be ordered to remove the child from the presence of any third party who is speaking negatively about the other party in the presence of the child. Both parties will be restrained from discussing any litigation issues with the child.

Q. The parties will ensure that when the child is in their respective care, she will have separate, appropriate sleeping accommodations. The parties will make best efforts to follow bed-time routines/napping schedules that L.A.S. is used to.

R. Parental care is preferred to surrogate care meaning, the parties agree to use one another to care for L.A.S. before using a third party care provider. If a parent needs surrogate care for any time period in excess of four (4) hours, that parent will contact the other parent prior to using a third party care provider. The person exercising the right of first refusal will be responsible for transporting the child both ways.

S. Neither party will enter the home of the other party unless he or she is expressly invited into the residence. Bensen will give Katelyn back any and all keys to her home within ten (10) days after entering into his Stipulation and Settlement Agreement.

18. CHILD SUPPORT:

- a. For child support purposes, Bensen's gross monthly income should be imputed at \$7,908.
- b. That for child support purposes Katelyn's gross monthly income should be imputed at \$2,600.
- c. Based on the Utah Child Support Guidelines, Bensen should be ordered to pay Katelyn child support in the amount of \$786.00 per month, commencing September 1, 2026.
- d. Pursuant to Utah Code §81-7-102 the child support payment should be payable either in full by the first (1st) day of each month or it will be due ½ by the fifth (5th) and ½ by the twentieth (20th) of each month.

e. The child support obligation should continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties should automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).

19. CHILD CARE:

a. Pursuant to Utah Code §81-6-209 the parties should equally share any out-of-pocket childcare costs incurred solely for the purpose of the parties' working or attending school.

b. Pursuant to Utah Code §81-6-209 if an actual expense for childcare is incurred, a parent should begin paying his or her share on a monthly basis immediately upon: 1) presentation of reasonable but verifiable proof of the out-of-pocket child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.

c. The parent incurring the childcare expense should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The custodial parent should notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.

d. The custodial parent incurring childcare 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 this section.

- e. In the event that a party receives state assistance to help with child care costs, the parties will share equally in the amount left over after state assistance is applied.

20. HEALTH INSURANCE:

- a. The parties should maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment.
- b. Apportionment of Medical Insurance Premium. Each party should pay one-half (½) of the minor child's portion of the medical, dental, and vision insurance premium.
 - i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.
 - ii. The party with insurance should provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party should notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.
- c. Out-of-Pocket Costs. Each party should pay one-half (½) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.
- d. Reimbursement. The party who incurs health care expenses should provide

written verification of the cost and payment to the other party within thirty (30) days of payment. The other party should reimburse their one-half ($\frac{1}{2}$) within thirty (30) days of receipt of the verification.

e. Compliance. The party 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 the party incurring the expenses fails to comply with this section.

f. Double Coverage. If at any point the minor child is covered by a health insurance plan by both parties or their significant others, then the insurance premiums offset and neither party should pay a portion of the other party's premium—regardless of any disparity in the premium cost.

i. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent.

21. Notice to Medical/Dental Expense Creditors. Pursuant to Utah Code Ann. §15- 4-6.7, § 30-2-5, and § 30-3-5(1)(c), when a court order has been entered providing for the payment of medical administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah

Code Ann. § 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order."

22. INCOME TAX DEDUCTIONS:

- a. One child. Katelyn should be awarded the right to claim the child in even years. Bensen should be awarded the right to claim the child in odd years.
- b. That pursuant to Utah Code §81-6-210, if the non-custodial parent is not current in their child support obligation the tax exemption should automatically revert to the custodial parent.

23. PERSONAL PROPERTY:

- a. Bensen should be awarded the 2017 Honda HRV, and will be responsible for maintenance, repairs, and keeping current insurance coverage; and the personal property currently in his possession.
- b. Katelyn should be awarded the 2018 Honda CRV, and will be responsible for maintenance, repairs, and keeping current insurance coverage; and the personal property currently in her possession.
- c. Katelyn shall be held harmless for any debt on each vehicle.
- d. Bensen shall transfer title and execute any necessary paperwork within 30 days of the signing of this agreement.

- e. All other marital property should be equitably divided between the parties. Each party should be awarded the personal property in his or her possession. If the parties are unable to agree to further distribution, then the parties should mediate any dispute thereto prior to bringing the action before the Court.
- f. The parties should be restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

24. DEBTS:

- a. The parties have the following marital debts:
 - i. A Hercules Credit Union car loan in Bensen's name in the amount of approximately \$11,961.
 - ii. A Wells Fargo credit card debt in Bensen's name of approximately \$2,304.
 - iii. A Chase Bank credit card debt in Bensen's name of approximately \$1,648.
 - iv. A T-Mobile phone debt in Bensen's name of approximately \$418.
 - v. An American Express credit card in Katelyn's name with a balance of \$4,743.00.
 - vi. A Citi credit card in Katelyn's name with a balance of \$3,585.
- b. Each party should be allocated debts in their name.

25. ALIMONY:

- a. That Bensen's alimony obligation to Katelyn shall be \$1,200.00 a month, beginning September 1, 2026, and for 30 consecutive monthly payments, through January 1, 2029. Alimony should terminate upon Katelyn's remarriage, proving a

romantic cohabitation, or the death of either party. Until such time as alimony begins, payments will remain as per status quo.

26. The parties agree to share equally in mutually agreed upon extra-curricular activities that L.A.S. participates in. Consent for participation should not be unreasonably withheld. Reimbursement for the activity will take place within thirty (30) days after a receipt and verification is given to the other person. Payment should be made directly to the provider, if possible.

27. The parties agree that they will cooperate with one another to have Bensen's name removed off the lease of the apartment where Katelyn and L.A.S. are currently living. Bensen will return his keys to Katelyn's home to her within ten (10) days of this Stipulation and Settlement Agreement.

28. MAIDEN NAME: That Katelyn should be restored to her maiden name of Dorius, if she so desires.

29. RIGHT OF FIRST REFUSAL: If either parent is unable to provide personal care for four hours or longer during their parent time, they shall provide notice to the other parent who shall have the option to watch the child during that time.

30. Both parties are restrained from bothering, threatening, or harassing one another. The parties are both restrained from posting any negative information about one another on any social media site.

***** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court *****

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Sarah A. Giacobelli

SARAH A. GIACOVELLI
(signed w/ permission)
Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7; the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED September 10, 2026

PORTER FAMILY LAW,

/s/Tim Donaldson

Tim Donaldson
Attorney for

Petitioner

CERTIFICATE OF SERVICE

Decree of Divorce
Smith v. Dorius
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I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Sarah Giacobelli
Giacobelli Law
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Salt Lake City, UT 84121
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☐ U.S. Mail
☐ E-Mail
☐ Hand delivery
☒ E-Filed

The foregoing was performed on September 10, 2026.

/s/Brooke Woods
Paralegal