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**IN THE THIRD DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

FABIANA GISELLE BENNETT,
Petitioner,

and

ROBERT KELLY BENNETT,
Respondent.

DECREE OF DIVORCE

Case No. 24901628

Judge: Todd Hilbig

Commissioner:

This matter having been submitted to the Court upon Petitioner's *Verified Petition for Divorce* setting forth jurisdiction and grounds, the parties having signed a *Stipulation and Settlement Agreement* ("**Stipulation**") agreed to after mediation, resolving all claims between the parties, and the Court having reviewed the files and records herein and being otherwise fully

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advised in the premises, and the Court having made and entered its *Findings of Fact and Conclusions of Law*, now therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. The parties are awarded a divorce from one another breaking the bonds of matrimony now existing between them.

Provisions Relating to Jurisdiction

2. Petitioner is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. The parties resided in the marital relationship in the State of Utah, or the acts complained of by the Petitioner were committed by the Respondent in the State of Utah and therefore this Court has long-arm jurisdiction over the Respondent.

4. The Petitioner and the Respondent were married on June 23, 2019, at Salt Lake County, Utah and are presently married. The parties separated on or about March 19, 2026.

Provisions Relating to Grounds

5. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

Provisions Relating to Minor Children

6. There is currently 1 child born of this marriage that is a minor, to wit:

Liam Bennett, born 8/2/2021.

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7. Pursuant to Rule 4-901(B), Utah Code of Judicial Administration, the Petitioner states, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction Act

8. This Court has jurisdiction to make a child custody determination in this matter pursuant to U.C.A. § 78B-13-201(1)(a) (as amended) in that Utah is the home state of the minor child at the time of the commencement of this proceeding.

Child Custody and Visitation

9. The Petitioner is a fit and proper person to be awarded the permanent care, custody and control of the minor child of the parties, subject to the Respondent's right to visit with the children at reasonable times and places.

Reasonable visitation should be defined as the parties may agree. If they are not able to agree, Respondent shall be entitled to exercise parent time as follows in the below table and following paragraphs:

| | M | T | W | TH | F | S | S |
|--------|---|---|---|----|---|---|---|
| Week 1 | M | D | D | M | M | M | M |
| Week 2 | M | D | M | M | D | D | D |
| Week 3 | M | D | D | M | M | M | M |
| Week 4 | M | D | M | M | M | M | M |

M = Mom Overnight

D = Dad Overnight

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- a. Respondent shall have an overnight parent time on the last Wednesday of every other month.
- b. The minor child should be returned by Dad to Mom by 9:00 am, should there be no school. If there is school, the minor child shall be transported to school on time the morning following an overnight.
- c. Petitioner will have the minor child on December 24, Respondent will have the minor child on December 25.
- d. Petitioner will have the minor child on December 31 and January 1.
- e. The parties will alternate the Thanksgiving holiday, with Petitioner entitled to the even years and Respondent the odd years.
- f. The parties shall cooperate in exchanging parent time if the other party travels with the minor child during the other's parent time. The parties shall coordinate and cooperate with each other for these exchanges.

10. Petitioner shall have sole legal custody of the parties' minor children.

PARENTING PLAN

11. The parents will discuss all major issues in the lives of the children regarding their education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. The parties will do their best to agree on a solution that meets the best interests of the children. If they reach an impasse, the parents will attend mediation before seeking a resolution through litigation, with each parent equally sharing the mediation costs.

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12. The parties shall have equal say when identifying the appropriate school for where the children will attend school. Should the parties not agree, the minor child shall go to the school closest to where Petitioner resides.
13. Both parties will have access to the children's school, church, and other records and will include the other party as the parent on such records.
14. The parties will notify the other parent of major injury or illness as soon as reasonably possible involving the children.
15. The parties will notify the other parent of any change of address, email address, cell phone number and telephone number within 24 hours of the change.
16. Special consideration should be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
17. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communication with the children.
18. The party with the minor children in his/her care will be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time.
19. Neither party shall consume alcohol in the presence of the minor child, or within 24 hours prior to exercising parent time.

20. Relocation. The relocating parent shall provide 60 days advance written notice if he or she intends to relocate 150 miles or more from the residence of the other parent. The parties will attempt to agree on a parenting time arrangement in the best interest of the children. The court shall, upon the motion of any party, schedule a hearing to review the notice of relocation and parent time schedule and make appropriate orders regarding the parent time and costs for parent-time transportation.

21. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

Provisions Relating to Support Payments

22. The Petitioner is self-employed at Place to Grow, LLC and earns an average gross monthly wage of \$3,500 per month.

23. The Respondent is employed at First Digital and earns \$6,500 per month.

a. Pursuant to U.C.A. § 81-9-201 et seq. (2024 as amended), Respondent's child support obligation shall be \$595.00 per month.

24. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the

verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

25. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

Provisions Relating to Health Insurance

26. It is reasonable and proper that:

a. Respondent shall maintain insurance for medical expenses for the benefit of the minor children. Respondent shall provide a copy of the medical card annually or as often as new cards or changes to the insurance plan are made and become available.

b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance.

c. Both parties shall share equally all reasonable and necessary uninsured medical expenses, including deductibles and copayments, incurred for the minor children and actually

paid by the parties.

d. The parent ordered to maintain insurance 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 the dependent 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 should have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

f. 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 the Subparagraphs "d" and "e" above.

Provisions Relating to Debts and Obligations

27. It is reasonable and proper that all debts and obligations contracted by the parties should be the responsibility of the party who incurred the particular debt. Petitioner shall be responsible for the credit card debt of approximately \$7,980, in her name. Respondent shall be responsible for the credit card debt of approximately \$20,305.75, in his name. To the extent these card.

28. Petitioner will be responsible for the 2024 tax debt which is approximately \$10,000. There is an agreement with the IRS to accept monthly payments for that debt. The parties shall

not interfere with that payment plan, and Petitioner shall remain responsible to make the monthly payments until fully paid.

Provisions Relating to Personal Property

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

- a. To Petitioner: 2025 Toyota 4Runner and any debt associated with it.
- b. To Respondent: 2023 Volkswagen Atlas and any debt associated with it.

30. Each party should be awarded all bank accounts, investment accounts, and any other financial assets in their name. Any joint accounts shall be closed and divided equally between the parties.

Provisions Relating to Business Assets

31. Business Assets. During the course of the marriage, the parties acquired interests in the following business.

- a. All interest in Place to Grow, LLC shall be awarded solely to Petitioner.

Provisions Relating to Real Property

32. During the course of the marriage, the parties acquired certain property to wit:

- a. A home located at 13841 S. Scenic Canyon Cove, Herriman, UT 84096
- b. The home should be awarded to Petitioner as her separate property, subject to any debt associated therewith, which she should be responsible for.

c. There is currently a mortgage and a second mortgage (HELOC) associated with the home.

d. Petitioner shall refinance the Mortgage and the HELOC into her name within a reasonable period of time, but no longer than six (6) months from the date of the entry of the Decree of Divorce on this matter. Should Petitioner require a co-signer, the parties agree to cooperate with the same, so long as Respondent's name is removed from the mortgage and payment is made as described below.

e. Petitioner shall pay Respondent \$60,000 as his full interest in the home. Said payment shall be made within six (6) months from the date of the entry of the Decree of Divorce on this matter.

Provisions Relating to Alimony

33. Each party is fully capable of providing for themselves, and as such, neither party should be awarded alimony from the other now or forever hereafter.

Provisions Relating to Pension and Related Assets

34. The parties have retirement accounts or assets, such retirement accounts or assets shall be awarded to the person in whose name they are in.

35. Each party shall be awarded their own separate property from inheritance or other sources.

Miscellaneous Provisions

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Taxes

36. 1The Petitioner should be entitled to claim the parties' child as a tax deduction during even years.

37. The Respondent should be entitled to claim the parties' child as a tax deduction during odd years.

38. The parties are restrained from speaking derogatorily about the other parent or speaking to the child about the issues in this case, or from attempting to influence a child's preference regarding custody or parent time which would tend to diminish the love and affection of the child for the other parent. The parties should be mutually restrained from harassing, annoying, or otherwise bothering the other party. The parties should be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation or will remove the child from such circumstances.

39. Neither party should use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, to post to websites such as Facebook or other social media.

40. Both parties should be restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission. Prearranged parent-time exchanges should be an express exception to this restraint.

41. Each party has the right to dispose of his or her property by last will and testament in such manner as such party may deem proper in the sole discretion of such party. Each party waives the right to receive any of the other party's inherited property or intellectual property.

42. Attorney Fees and Litigation Costs. Each party will pay his or her own attorney's fees and court costs.

43. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

Other

44. Delivery of Documents: Each party agrees to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court.

45. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title, including Quit Claim Deeds, or any other documents necessary to implement the terms of the Stipulation and Property Settlement Agreement to facilitate the entry of their Decree of Divorce.

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46. 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.

47. Notice to Creditors. Pursuant to §15-4-6.5(3)(b) each party shall be required to provide notice to each creditor of the parties following the entry of the Decree of Divorce in this matter, indicating the liability between the parties as to each debt of the parties, and providing each such creditor with the address of the party liable for that debt pursuant to the terms of the Decree of Divorce.

48. MODIFICATION. If either party desires to modify this Decree of Divorce, then they shall first give notice to the other party and participate in mediation in good faith regarding their desired modification.

APPROVED AS TO FORM:

DATED this 28th day of April, 2026.

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/s/ Robert Kelly Bennett

Robert Kelly Bennett (electronically signed with permission via email dated 4/28/2026, at 4:58 pm)

*****END OF DECREE OF DIVORCE*****

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, the Court's Signature Appears at the Top of the First Page.

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