



PRIVATE DOCUMENT PER U.R.J.A. SECTION 4-202.02(4)(B)(i)

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IN THE DISTRICT COURT OF THE THID JUDICIAL DISTRICT COUNTY OF SALT LAKE, STATE OF UTAH	
In the Matter of the Marriage of: BENJAMIN BLANKENSHIP, Petitioner, and ALISON BLANKENSHIP, Respondent.	JUDGMENT AND DECREE OF DIVORCE Case No.: 264904095 Judge: Dianna Gibson Commissioner: Kim M. Luhn

The Court having reviewed the *Stipulation and Settlement Agreement* signed by both parties filed contemporaneously herewith, the *Findings of Fact and Conclusions of Law*, and having been fully apprised in the premises, the Court hereby ORDERS, ADJUDGES, AND DECREES as follows:

PARTIES, JURISDICTION, AND VENUE

1. Benjamin Blankenship (hereafter "Ben" for purposes of clarity) is an actual and bona fide resident of Salt Lake County, State of Utah. Alison

Blankenship (hereafter “Alison” for purposes of clarity) is an actual and bona fide resident of Salt Lake County, State of Utah. As such, jurisdiction and venue are properly with this Court.

2. Ben and Alison are husband and wife, respectively, having been married to each other on July 22, 2004, in Virginia Beach, State of Virginia and have remained married at all times since.

3. Neither party is on active duty with the military nor the Service Members Civil Relief Act contained in 50 USC Apps. §§501 *et seq.*, does not apply.

4. The parties shall be granted a divorce on the grounds of irreconcilable differences which qualifies as grounds for divorce under Utah Code Ann. §81-4-405.

CUSTODY AND PARENT TIME

6. The parties have four (4) minor children as the result of their marriage, namely HGB (Date of Birth: May 24, 2008), TJB (Date of Birth: December 29, 2008), and ARB (Date of Birth: November 2009), LMB (Date of Birth: June 21, 2010).

7. **Custody.** It is in the best interest of their children that they share joint legal custody of their children and Alison having sole physical custody subject to Ben’s parent time as follows:

8. **Parent Time.** Parent time will revolve primarily around Ben’s

work schedule and location with requires him to travel out of state.

Understanding Ben's need to travel to various job locations, parent time shall be as the parties agree if the parties cannot agree parent time shall be as follows:

A. For periods where Ben Resides More than 150 Miles away from Alison. Ben shall be entitled to parent time consistent with Utah Code Ann. §81-9-209. Should Ben be able to visit the children in Utah, Alison shall make the children available to him for the duration of that visit and this parent time will take priority over Alison's parent time. Ben shall provide seven (7) day's notice to Alison of his intent to exercise parent time with the minor children including the amount of time.

B. For Periods of Time When Ben Resides More than 50 Miles Away From Alison But Less than 150 Miles. Ben shall receive all parent time consistent with Utah Code Ann. §81-9-302.

C. For Periods of Time When Ben Resides Less Than 30 Miles and Not More than 50 Miles from Alison. Ben shall have parent time consistent with Utah Code Ann. §81-9-305 on a 2/2/5 schedule as exemplified below:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Alison	Alison	Benjamin	Benjmain	Alison	Alison	Alison
Alison	Alison	Benjmain	Benjamin	Benjamin	Benjamin	Benjamin

9. **Holiday Parent Time.** Both parents agree to a flexible holiday parent time schedule that will factor in work schedules and availability as well as the best interest of the children. Both parents agree to plan holiday parent time on an annual basis at the first of every year. The holiday parent time schedule will be established through a planning process using an online calendar and email. Ben will submit his request for all holidays, birthday, summer and spring break and other vacation times by January 10, of each year. If he does not submit a holiday parent time proposal by this deadline then Utah Code Ann. §81-9-302 will be the governing standard for that year.

However, the major holidays of Christmas Eve, Christmas and Thanksgiving will be treated separately for that year and the parent that did not have the children for those holidays for the previous year will be allowed to have them for the following year. Alison will have until January 15 of each year to accept or propose an alternate arrangement. If she does not submit an alternate agreement by the deadline, then the other parent's proposal will be governing plan for that year only, however, the major holidays of Christmas Eve, Christmas and Thanksgiving will be treated separately for that year and the parent that did not have the children for those holidays for the previous year will be allowed to have them for the following year.

10. If the parties are in dispute about any holiday or vacation period

during the annual planning session they agree to use Utah Code Ann. §81-9-302 the minimum holiday statutory schedule only for the disputed holidays. In this event, Alison will be even year parent and Ben will be the odd year parent and that holiday in dispute will be decided by whichever holiday is designated to that parent on that year. However, the major holidays of Christmas Eve, Christmas and Thanksgiving will be treated separately for that year and whichever parent that did not have the children for those holidays the previous year will be allowed to have them for the following year.

11. **Summer Parent Time.** The parties agree to a flexible summer parent time schedule that will factor in work schedules and availability as well as the best interest of the children. Both parents agree to plan summer parent time on an annual basis at the first of every year. This will be called the “Annual Vacation Planning Session”. The parties will use an online calendar and email. Ben will submit his request for all non-holiday vacation times by January 10th of each year. If he does not submit a vacation parent time proposal by this deadline then Utah Code Ann. §81-9-302 for minimum extended parent time will be the governing standard for that year. Alison will have until January 15 of each year to accept or propose an alternate arrangement. If she does not submit an alternate arrangement by the deadline then the other parent’s proposal will be the governing plan for that

year only. If the parties are in dispute about any non-holiday or vacation time during the annual planning session they agree to use Utah Code Ann. §81-9-302 minimum extended parent time schedule to establish the maximum and minimum vacation time periods and as long as neither proposal does not exceed the maximum or minimum time allotments the dispute will be resolved by rotating the proposal impasse between the parties based on an every other year rotation.

In this event, Alison will be the even year parent and Ben will be the odd year parent and the party with the prerogative will get their vacation plan proposed for that year. The following year the other party will unconditionally get their vacation time proposal subject to the maximum and minimum time allotments per Utah Code Ann. §81-9-302. Vacation that are agreed on are not subject to the regular parent time dispute resolution process outlined in paragraph 10. Vacations will have priority over monthly parent time agreements.

12. **Transportation.** The parties shall equally divide parent time transportation, with the default being that the party commencing parent time shall pick up the children from the other parent.

13. **Relocation.** The parties shall keep each other apprised of any changes in phone numbers and addresses within 24 hours of any change. Pursuant to Utah Code Ann. §81-9-209, if either party relocates more than

150 miles away from their current residence, the relocating party shall give proper and timely notice at least sixty (60) days in advance, if possible. Either party may invoke judicial review with regard to the relocation notice and the custody and parent time arrangement in light of the intended relocation.

14. The parties shall refrain from speaking ill about the other parent in the presence of or within earshot of the minor children. The parties shall also refrain from discussing litigation or any specifics about the parties' separation in the presence of or within earshot of the minor children. Visitation and support issues shall be discussed between the parties and not through the children, nor shall they be discussed in the presence of or within earshot of the children. The parties shall require other third parties to also refrain while in the presence of the children, and these restrictions shall extend to blogs, social media, and other public information sharing sources to which the children may have access now or in the future.

15. Neither party shall consume alcohol to the point of impairment during their respective parent time with the children.

CHILD SUPPORT, HEALTH INSURANCE, AND CHILD CARE

16. **Child Support.** Child support shall be consistent with the Utah Child Support Act contained in Utah Code Ann. §81-6-101 *et seq.*, based upon the parties' respective gross monthly incomes or imputed incomes, and the

amount of parent time each party has with the minor children.

17. Alison is imputed a gross monthly income of \$6,250.00 based on her prior earning ability. Ben has a gross monthly income of \$12,500.00. Accordingly, Benn's monthly child support obligation is \$2,031 per month, commencing March 1, 2023. Starting June 1, 2027 child support shall be \$1,829 as the oldest child is 18 and will be graduated from high school.

18. Pursuant to Utah Code Ann. §81-6-201, child support shall be adjusted under the following circumstances:

- a. Every three (3) years, provided there would be a ten percent (10%) difference in the amount of children support previously ordered and the amount of children support as adjusted and the difference is not of a temporary nature; or
- b. At any time, provided there is a thirty percent (30%) or greater change in either party's income, the change in income is not of a temporary nature and the change in income results in fifteen percent (15%) difference in the amount of children support previously ordered and the amount of children support as adjusted; or
- c. To comply with changes in the Utah Uniform Children Support Guidelines as allowed by law.

19. **Extracurricular Activities.** Both parties agree to split all extracurricular expenses for the children, income proportionate contribution percentages as calculated by the state child support calculator. Ben will be responsible for 80% and Alison will be responsible for

20%. These expenses will have a monthly limit of \$500 per month. Each parent will be responsible for their percentage of this amount each month and may incur their percentage of expense without prior notice to the other parent. This monthly limit will be revisited each year; the parties may change this amount with mutual consent evidenced in writing or an email. This monthly limit will increase each year by no less than 10% unless agreed to otherwise in writing.

20. In the event the costs of the extracurriculars exceed the monthly limit, the overage will be negotiated on a case-by-case basis. Both parents agree that in the event the monthly limit will be exceeded, there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the cost.

21. **School Fees and Clothing.** The parties shall equally share the fees and costs directly associated with school, such as locker fees, activity fees, and lunch money. For clothing, each party shall ensure the children have sufficient clothing and necessities at their respective homes to cover that need, with each being responsible to provide as such in their own homes during the times the children are with them.

22. **Joint Bank Accounts for Children's Expenses.** The parties agree to establish a joint checking account for the purpose of managing extra child expenses agreed to. Extracurricular costs \$500, Logistical Cost \$200, out of pocket medical costs \$500, for a total of \$1200. Each party will be required to deposit their portion of the monthly limit into the account by the 3rd day of each month. Any unused portion of this monthly amount will be kept in the account and overages will accrue for the purposes of further increases to the account limit or agreed upon overages. The parties will always contribute their portion each month to the account

regardless of any balance accrued from unused funds from prior months. This account will continue until the youngest child graduates from high school. Any amount remaining in the joint account will be split equally by the parties and the account closed within 30 days of the youngest child graduating from high school.

23. **Health Care Coverage.** Pursuant to Utah Code Ann. §81-6-208, Ben will provide health and dental insurance coverage for the children if available through his employment or otherwise at a reasonable cost. Health care costs for the minor children shall be paid as follows:

a. Ben will be responsible for any and all out-of-pocket expenses for the children's medical care, including but not limited to insurance premiums, deductibles, co-payments, physician care, inpatient and outpatient care and related expenses, mental health care, physical examinations, immunizations, prescription medications, medically necessary supplies, eye examinations, corrective lenses, and dental and orthodontic care.

b. As required by Utah Code Ann. §81-6-208, each party will provide the other with written notice and proof of medical, mental health, dental and orthodontic expenses incurred, and payments made thereon, by insurance or otherwise, within thirty (30) days of the date the initial billing is received.

c. The parent maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

TAXES

24. The goal in determining who shall take the tax deduction(s) for the children is to maximize the overall tax benefit without either party having to concede their total tax benefit and shall be accomplished as follows:

1. The parties agree to prepare their income tax report no later than March 1 of each year.
2. The parties agree for each to calculate the total tax benefit they would have by taking the deductions vs. not taking the deductions.
3. The parties agree to provide this analysis to the other party, evidenced by tax statements showing both scenarios. Tax statements must be exchanged by March 1st.
4. The party that benefits the most ("Benefiting Parent" or "BP") will have the option to take the deduction(s) for that year. Written notice or email must be provided to the other parent ("Non-Benefiting Parent" or "NBP") by March 5th.
5. The BP must pay the NBP the amount the NBP would have benefited had the NBP taken the deduction(s). This payment must be made no later than May 1st. The BP may not file their tax returns until payment is made in full to the NBP.

The following events will trigger the following alternate tax deduction agreement:

1. The BP will forfeit their option to purchase the deductions from the NBP for any of the following reasons:
 - a. Not provide tax statements to the NBP by March 1st
 - b. Not provide notice of intent in writing go remail to take the deductions by March 5th.
 - c. Not provide payment to the NBP by April 1st.
2. Should any of the above occur the following terms will be in effect:
 - a. If there is an even number of deductions then each party will split the deductions evenly UNLESS in the prior year there was an odd number of deductions available in the prior year and the BP DID NOT purchase the deductions from the NBP and the BP had the majority of the deductions, in which case the other party would have one (1) more deduction then the party who got the greater number of deductions the prior year.
 - b. If there is an odd number of deductions then the BP will take the greater number of deductions UNLESS they had the greater number of deductions the prior year and DID NOT

exercise their option to purchase the deductions from the NBP in the prior year, in which case the NBP will take the grater number of deductions.

3. The party with the lesser tax benefit will forfeit payment of their tax deduction benefit or taking the deduction(s) for the following reasons:

a. Not providing tax statements to the other party by March 1st showing the tax benefit they need to be paid by the BP.

4. If either party is not current on any payments of child support, out of pocket medical costs, or the extracurricular funds then they will forfeit the child deduction for that year if not current by December 31st.

REAL PROPERTY

25. During the course of the marriage they acquired real property. Alison has continued to reside in since the parties' separation. The value of the home will be determined in the following manner, at the time that Alison refinances or prepares to sell the home. An appraisal will be done at this time for the selling of the home or refinance by Alison. At the time of the appraisal and at the time the home is sold or refinanced the equity will be calculated and split 50/50 between the parties.

26. Until Alison refinances the home or it is sold in order to remove

Ben from the deed and mortgage to protect his credit. If Alison is late or misses a payment at Ben's discretion he can make the payment on behalf of Alison and force the sale of the home earlier. If Ben makes a payment on Alison's behalf in order to protect his credit, he will be reimbursed for that payment from Alison's equity portion at the time the home is sold.

27. Alison will sell or refinance the home into her own name upon one of these occurring first: (a) able to acquire funding, (b) youngest child turns 18, (c) Alison remarries or cohabitates. All equity in the home will be split 50/50 based on the appraisal value of the home at the time it is sold or refinanced. Ben will receive the first right of refusal to purchase the home for fair market value if or when Alison choose to sell.

PERSONAL PROPERTY

28. The parties shall each retain their own personal vehicle and be responsible for all costs associated with the vehicles. Including maintenance, registration, payments and so forth. Each party will indemnify and hold the other harmless from the debts associated with their individual vehicles.

29. The parties have divided all remaining personal property, and each party shall be awarded the personal property in their possession.

BANK ACCOUNTS

30. All joint bank accounts will be closed, and the proceeds therein will be split equally between the parties within 30 days.

RETIREMENT AND INVESTMENT ACCOUNTS

31. Each party will keep their individual retirement accounts and the proceeds therein. Each party waives now and forever any claim to the other's retirement accounts.

DEBTS

32. The parties currently have no marital debts requiring division.

33. To the extent that either party has debts in their sole and separate name, and/or to the extent that any debts are incurred by either party after March 1, 2023, said debt(s) shall be the sole and separate obligation of the party incurring the debt, with the other party being indemnified and held harmless from the same.

34. The parties shall be ordered to notify creditors or obligees of the Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties understand that this division of debts is an agreement between them. This agreement does not excuse the other party from the debt with the creditor. Therefore, the parties further agree that they will keep any and all joint related debts current and in good standing with the creditors.

In addition to a creditor's duties as a secured party under Utah Code Ann. § 70A-9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under Utah Code Ann., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Utah Code Ann. §§ 81-4-501 or 81-4-204 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the

separate, current addresses of the debtors either by the court order or by other written notice, must provide to the debtors individually all statements, notices and other similar correspondence required by law or by the contract.

With respect to a debtor who is not ordered by the court under Utah Code Ann. §§ §§ 81-4-501 or 81-4-204 to make payments on a joint obligation, no negative credit report under Utah Code Ann. § 70C-7-107, and no report of the debtor's repayment practices or credit history under Utah Code Ann., Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the payments.

MISCELLANEOUS

35. The parties agree to act in good faith in signing and delivering to each other any additional documents, instruments, and writings that may be necessary to enforce or carry out the terms of this Stipulation and Settlement Agreement. The parties agree this is a complete settlement of all rights that either party may have in the other's property, whether presently existing or hereafter acquired.

36. The parties agree that the awards of property and debt division herein are a form of support, and that the obligations herein are non-dischargeable in bankruptcy.

37. Alison may be restored to her maiden name if she so desires.

38. The parties are hereby granted a divorce from one another upon the grounds of irreconcilable differences and the bonds of matrimony existing between Ben and Alison the same are, hereby dissolved and each party is restored to the status of single person.

39. That the *Findings of Facts and Conclusions of Law* and the *Stipulation and Settlement Agreement* shall be entered into by the parties as incorporated herein by reference and made a part of this Judgment and Decree of Divorce as if the same has been fully set forth herein.

*****END OF ORDER*****

Signature at Top of First Page

PURSUANT TO UTAH R. CIV. P. 7(j)(4), YOU HAVE 7 CALENDAR DAYS FROM THE DATE YOU WERE SERVED THIS ORDER TO OBJECT TO SAID ORDER. THIS ORDER WILL BE FILED WITH THE COURT AFTER THE EXPIRATION OF 7 CALENDAR DAYS.

APPROVED AS TO FORM:

OLSON & HOGGAN, LLC

/s/Jill L. Sanders
Jill L. Sanders
Attorney for Benjamin Blakenship

permission)

/s/ Alison Blakenship
Alison Blankenship
Pro Se
(Signed w/ express written

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of August, 2026, a true and correct copy of the foregoing **JUDGMENT AND DECREE OF DIVORCE** was sent to the following by email:

Alison Blankenship
Email: alleyblank@icloud.com

/s/ Jill L. Sanders
Jill L. Sanders