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IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR DAVIS COUNTY, STATE OF UTAH	
In the Matter of the Marriage of THAD K. LEMON, Petitioner, and EMILY L. LEMON, Respondent.	DECREE OF DIVORCE Case No. 264700440 The Honorable Michael D. DiReda Commissioner Christina Wilson

The above-captioned matter has come before the Court for disposition based on the Petitioner Thad K. Lemon (“Thad”) and Respondent Emily L. Lemon’s (“Emily”) Stipulation and Settlement Agreement, filed with the Court on July 27, 2026. The Court, having reviewed the parties’ Stipulation, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed in the premises, now ORDERS, ADJUDGES, and DECREES:

ARTICLE 1 - DECREE OF DIVORCE

- 1.1** The parties are granted a decree of divorce, final upon entry, severing the bonds of matrimony heretofore existing between them, upon the grounds of irreconcilable differences.

ARTICLE 2 - CUSTODY & PARENT-TIME

- 2.1 PHYSICAL CUSTODY.** The parties have two minor children, to wit: I.L.L. born in April of 2009, and V.M.L. born in September of 2013. The parties are awarded joint physical custody of their children.

- 2.2 PARENT-TIME.** The parties are awarded parent-time with their children as they can agree. If they cannot agree, the parties shall exercise parent-time pursuant to the following schedule:

2.2.1 During the school year:

- (a) **Weekday Parent-time.** Emily is entitled to one weekday (Monday – Thursday) overnight each week as agreed by the parties beginning at 6:00 p.m. and that evening at 8:30 p.m. At Emily’s election, and if she is personally able to be with the children, her weekday parent-time may commence at the time the children’s school is released or at 9:00 a.m. if there is no school. The parties may adjust and deviate from this schedule as they can agree.
- (b) **Weekend Parent-time.** Emily is entitled to every other weekend from Friday at 6:00 p.m. until Sunday evening at 8:30 p.m. At Emily’s election, and if she is personally able to be with the children, her weekend

parent-time may commence at the time the children's school is released on Friday or at 9:00 a.m. on Friday if there is no school. The parties may adjust and deviate from this schedule as they can agree.

- (c) Thad is awarded parent-time on the days and times not awarded to Emily herein.

2.3 PARENT-TIME EXCHANGES.

- 2.3.1** During the school year, parent-time shall end/commence when dropping the children off or picking them up from school (or at the time school starts and school is released if the children transport themselves). If school is not in session, parent-time shall end/commence at 9:00 a.m., unless otherwise agreed by the parties in advance.
- 2.3.2** The parties shall share transportation for parent-time as they can agree. If they cannot agree, the parties shall equally share transportation, with the parent ending his or her parent-time dropping the children off at school and commencing his or her parent-time when picking up the children from school. If school is not in session, parent-time exchanges will happen curbside at the parties' residences or another mutually agreed upon location, with the parent beginning his or her parent-time picking up the children. If one or more children have a driver's license, they may transport themselves and the other children to and from parent-time.
- 2.3.3** A sibling, stepparent, or grandparent or another responsible adult may pick up or

drop off the children for parent-time. If a parent wants to use an individual other than a sibling, stepparent, or grandparent for parent-time exchanges, the other parent must be notified of the identity and telephone number of the individual, in advance.

2.3.4 Pick-ups and drop-offs will not be coordinated through the children, but directly between the parties.

2.3.5 During parent-time exchanges, the parties shall be prompt and timely. They shall have the children ready for parent-time. If unforeseen circumstances arise, or if a party will be occasionally delayed, late, or will miss the parent-time exchange, that shall give the other prompt notice, the remedy arranged, and the best estimate for how the exchange schedule will be affected.

2.4 HOLIDAY PARENT-TIME.¹ The parties shall exercise holiday parent-time as they can agree. If they cannot agree, the parties shall follow the holiday parent-time schedule in Utah Code Ann. §81-9-303 (and as it may be amended), as follows:

Emily	Thad	Martin Luther King Jr. Holiday (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the children; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the children to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.

¹ a) Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school/daycare is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time.

Thad	Emily	President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the children; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.
Emily	Thad	Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the children to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.
Thad	Emily	Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the children; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday end: (a) upon delivering the children to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.
Thad	Emily	Juneteenth National Freedom Day (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Emily	Thad	July 4th (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Thad	Emily	July 24th (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Emily	Thad	Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the children; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the day following Labor

		Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.
Thad	Emily	Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day (2) Holiday ends at 7 p.m. on Columbus Day.
Emily	Thad	Fall Break Weekend (UEA Weekend) (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the children to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.
Thad	Emily	Halloween (1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or, (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Emily	Thad	Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Thad	Emily	Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.
Emily	Thad	Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. There shall be a break in the first half of the holiday on Christmas day at noon until the day after Christmas at noon wherein the parent exercising the winter break(second half) will receive the children. (2) Holiday ends on December 27th at 7 p.m.
Thad	Emily	Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the children to school on the day that school resumes after the winter break. Christmas day at noon until the day after Christmas at noon.
Emily	Thad	The day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.

Thad	Emily	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Thad	Thad	Father's Day (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.
Emily	Emily	Mother's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.

2.4.1 Holiday parent-time takes precedence over the regular parent-time schedule.

2.4.2 If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

2.4.3 If the children's school schedules vary for purposes of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.

2.4.4 If a party is unable to exercise his/her holiday parent-time because he/she must work at his/her employment, he/she must give the other party no less than fourteen (14) days advance notice and, if such notice is provided, the parties shall seek to agree on a time to make up the holiday time missed.

2.5 EXTENDED (SUMMER) PARENT-TIME.

- 2.5.1** Each year, Emily is entitled to up to four (4) weeks² of extended parent-time, which may be consecutive, with the children during the children's school summer vacation. Two of these weeks may be uninterrupted parent-time and the other two weeks may be interrupted by Thad for a weekday visit on the same day on which Emily has her midweek parent-time and for the same times.
- 2.5.2** Each year, Thad is entitled to up to two (2) weeks of extended parent-time, which may be consecutive, with the children during the children's school summer vacation. These two weeks may be uninterrupted parent-time.
- 2.5.3** In odd years, Thad shall designate his extended parent-time before May 1 and Emily shall designate her extended parent-time after May 1.
- 2.5.4** In even years, Emily shall designate her extended parent-time before May 1 and Thad shall designate his extended parent-time after May 1.
- 2.5.5** The party designating extended parent-time after May 1 during a given year is restricted from selecting time already designated by the other party.
- 2.5.6** After both parties make their extended parent-time designations pursuant to the terms herein, neither party may reschedule his or her extended parent-time on dates that conflict with the other parties' already-designated extended parent-time, even if he or she has priority that year.
- 2.5.7** If a party fails to designate his or her extended parent-time by May 1, and the other parent timely designates his or her time, then the party who timely

² A "week" is defined as a period of time consisting of seven (7) consecutive overnights.

designates shall have priority for that year only and such will not affect the odd/even year priorities set forth herein.

2.5.8 The two consecutive weeks described herein shall take precedence over all holidays except for Mother's Day and Father's Day.

2.6 PARENT-TIME CONFLICTS. Changes may not be made to the parent-time schedule under this Article 2, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

1. the holiday schedule for Mother's Day or Father's Day;
2. the holiday schedule for the children's birthdays;
3. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the children's birthday; and
4. the schedule for regular week-on/week-off parent-time.

2.7 COMMUNICATION/VIRTUAL PARENT TIME. Each party may have telephone contact with the children at reasonable hours and for a reasonable duration. If the equipment is reasonably available, each party may have virtual parent-time (e.g., Facetime) with the children at reasonable times and for a reasonable duration. The parties may exercise virtual parent-time as they agree.

2.8 TRAVEL/VACATIONS. The parties shall advise each other of the logistical details regarding out-of-state travel, vacation time, or when the children travel over 150 miles from either party's home. Such details must include a travel itinerary, contact

information, where the children may be reached in an emergency, and other means of communication where the children may be reached.

2.9 RELOCATION. If either party moves more than seventy-five (75) miles from the other parent, they must follow the provisions outlined in Utah Code Ann. §81-9-209 and relevant Utah case law, which is incorporated by reference herein.

2.10 RIGHT OF FIRST REFUSAL.

2.10.1 If a parent is personally unavailable to care for the children for a period of overnight or longer during his/her parent-time, the other parent shall be given the first option to care for the children during that time. To exercise this right, the non-custodial parent must be able to personally care for and be with the children, must provide all transportation, and shall return the children to the custodial parent when the custodial parent is able to resume care for the children. The custodial parent must provide reasonable notice to the non-custodial parent and the parties shall work together to ensure pick-up and drop-off times are reasonable. The parent exercising first right of refusal shall be solely responsible for all pick-up and drop-off of the children necessary to exercise first right of refusal.

2.10.2 On days when school is not in session (holidays, summer vacation, teacher prep days, or otherwise) during a party's parent-time and that party is personally unable to care for the children during all or a portion of that day because of work obligations, that party shall offer the other the first right to care for the children

during the period of unavailability before seeking paid childcare.

2.10.3 Notwithstanding the foregoing, the right of first refusal will not apply to events where the children will spend the time or nights away from home such as camp-outs, FSY, youth outings, extracurricular activities, sleepovers, etc.

ARTICLE 3 - LEGAL CUSTODY

3.1 The parties are awarded joint legal custody of the children.

ARTICLE 4 - PARENTING PLAN

General Provisions

- 4.1** The parties shall each give special consideration and 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 party, which may inadvertently conflict with the parent-time schedule.
- 4.2** Each party will have direct access to all school reports and medical records and must be notified immediately if a medical emergency occurs. Each party shall list the other as an emergency/parent contact on any school or related form requesting such information.
- 4.3** Each party shall provide the other with his or her current address, telephone number, email address, and virtual parent-time access information, within 24 hours of any change.
- 4.4** The parties shall strive to maintain consistency in the children's life by spending meaningful time with the children during their respective parent-time.

- 4.5** Neither party will allow the children to have access to age-inappropriate media or allow any third party to do the same.
- 4.6** Whenever the children are in the custody of a party, that party shall make his/her best efforts to ensure that the children are safe, secure, and cared for to minimize the risk of harm that circumstances may impose on the children.
- 4.7** The parties shall not use, consume, or come under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, while exercising parent-time.
- 4.8** The parties shall not allow any person using, consuming, or who is under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, to be responsible for the children, or to be left alone with the children, while that party is exercising parent-time.
- 4.9** The parties shall not smoke or vape around the children and shall not allow others to smoke or vape around the children, and never while in the same vehicle.
- 4.10** The parties shall be sensitive to the children's feelings and shall exercise caution regarding the parties' subsequent romantic relationships. The parties shall not use future romantic partners to communicate with the children or allow such individuals to assume the parties' obligations under this Decree of Divorce that are not explicitly set forth herein.
- 4.11** The parties shall not permit the children to share a bed with any future romantic partners.
- 4.12** Neither parent shall introduce a romantic partner to the children without providing the

other parent at least 14 days' written notice. The parent introducing a new partner shall offer the other parent an opportunity to meet the partner prior to introduction.

Education Plan

- 4.13** The children shall remain in their current schools (and future feeder schools assigned by the school district) unless otherwise agreed by the parties. The parties' marital home shall be the home for purposes of designating the children's schools.
- 4.14** Both parties shall have access to the children during school and will have the authority to check the children out of school, if necessary.
- 4.15** Neither child may be removed from their schools without the express written agreement from the other party or order of the Court.

Decision-Making

- 4.16** Each party may make decisions regarding day-to-day care and control of the children while they are residing with that parent.
- 4.17** The parties shall discuss and jointly concur on all major decisions concerning the health, education, religious decisions, and welfare of the children. The parties shall communicate prior to making major decisions, utilize and confirm through telephone, e-mail, or text message questions, concerns, and issues related to such decisions, and adhere to a 48-hour response time. If the parties cannot come to an agreement, they shall jointly present the issue to subject matter experts, i.e., the children's primary care physician for medical issues, their primary dentist for dental decisions, their teachers, principals, and

counselors for school-related issues, and the appropriate religious leaders for religious issues, and they shall defer to the advice of the experts unless one or both parties reject the recommendation. In such case, the parties shall attempt to mediate the issue, so long as it is reasonable to do so. Otherwise, either party may bring the issue before the Court.

4.18 Each party may attend the religious services of their own choosing with the children during their respective parent-time. Both parties will be invited and encouraged to attend and participate in all of the child's religious ceremonies, ordinances, talks, or church performances—regardless of who is exercising parent-time.

4.19 The parties shall protect the children from inappropriate material from all sources, including online sources. The parties shall discuss and agree upon an approach prior to providing the children with electronic devices or access to electronic devices that have access to the internet (such as a cellphone). If a child has possession of an electronic device capable of accessing the internet, that device shall travel with the child, and both parties shall have full access to the device, including all passwords used on the device, may impose rules and restrictions regarding the device in their own homes, and may implement parental controls and safeguards on the device to protect the child.

Notwithstanding the foregoing, neither party may deter or interfere with a child's ability to contact the other parent through the child's device so long as such communication is at reasonable times and for reasonable durations.

4.20 Either party may make emergency decisions regarding the health and safety of the children and shall notify the other party immediately of any medical or other emergency

involving the children.

Communication With and Treatment of the Other Party

- 4.21** The parties shall communicate with each other as they may agree—and if they cannot agree, then only through email or text messaging—for questions, concerns, information, or issues regarding the children. Each parent must have e-mail access through an appropriate cellphone app. Each party must respond within 48 hours of receiving a phone call, email, or text message from the other party regarding the children.
- 4.22** When dealing with each other on parenting and parent-time issues, the parties shall remain focused on the best interests of the children and shall use their best efforts to foster a positive, working, respectful relationship, to optimize the children’s relationship with each parent.
- 4.23** The parties recognize that the children’s self-esteem depends on the children having a positive perception of both parents and their respective families. Neither party may disparage the other or their respective family members in the presence of the children. Each party shall speak positively and respectfully about the other party, emphasizing his or her parental strengths and love for the children. Each party shall use his or her best efforts to prevent third persons from speaking negatively about the other party or respective extended family members in the presence of the children. If such disparaging remarks are being made, the parent with the children must remove them from the area.
- 4.24** Each party shall use his or her best efforts to enhance the other party’s relationship with the children. Each party understands that any conduct that alienates the children from the

other party, whether communicated expressly or impliedly, will not be tolerated, and will subject the offending party to sanctions by the Court.

- 4.25** Each party shall reasonably facilitate and encourage his or her immediate family members and significant others who may be involved in visitation/parent-time to reasonably facilitate and encourage contact between the children and both parents. The parties shall respect the children's right to have a meaningful bond with the other parent and any other immediate family members or other significant people involved in the children's life.
- 4.26** The parties shall not use the children as messengers or problem-solvers. Each party understands the detrimental effect this has on the children. All communication regarding the children must be between the parties, and neither party may use a child to convey information, finances, or to schedule visitation/parent-time changes. Likewise, if the parties have a dispute that must be resolved in court, they shall not discuss the court proceeding with the children and must prevent all others from doing the same.
- 4.27** Neither party may enter the other party's residence without prior written consent from the other party. "Written" includes an electronic writing such as text message or email.

ARTICLE 5 - CHILD SUPPORT

- 5.1 EMILY'S INCOME.** Emily is employed and earns an average gross monthly income of \$2,500.
- 5.2 THAD'S INCOME.** Thad is employed and earns an average gross monthly income of \$13,583.

5.3 BASE CHILD SUPPORT OBLIGATION. Based upon the parties' incomes and parent-time schedule, and using a joint child support worksheet with Emily having 111 overnights and Thad having 254 overnights, Emily shall pay Thad \$340 each month for child support, effective the first day of the month following entry of the Decree of Divorce.

5.3.1 Child support shall be paid until each child reaches 18 years of age, or graduates from high school during their normal and expected year of graduation, whichever occurs last. Once a child turns 18 or graduates high school, whichever is later, child support will be automatically recalculated for only the remaining minor children.

5.3.2 Either parent may utilize the services of the Office of Recovery Services ("ORS"). The parent engaging the services of ORS is responsible for their fees.

ARTICLE 6 - HEALTHCARE

6.1 The parties shall provide medical, dental, and eyecare ("healthcare") insurance for their children if it is available to them at a reasonable cost.

6.2 The children are currently enrolled on Thad's health insurance through his employment. If this changes, Thad shall provide notice to Emily in advance so the children can be added to her plan (if she has one) and to avoid any lapse in coverage for the children.

6.3 The parties shall equally share the out-of-pocket costs of the premium for the children's portion of healthcare insurance each month.

6.3.1 The children's portion of the premium is a per capita share of the premium

actually paid. The premium expense for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

6.3.2 The parties agree that any amounts paid under this provision will be paid using Venmo. However, under the terms herein, Thad may deduct Emily's one-half share of the children's portion of his health insurance premium each month.

6.4 The parent maintaining 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, 42 U.S.C. Sec. 601 *et seq.*, upon initial enrollment of the dependent children, and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 *et seq.*, 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.

6.5 The parties shall equally share all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, mental health, and vision expenses ("healthcare expenses") incurred for the children, including deductibles and copayments.

6.6 For healthcare expenses incurred for the children, the party incurring the cost shall, within thirty (30) days of payment of the expense, provide the other notice and written verification of the expense (i.e. a statement or a bill) and verification of payment (i.e. a receipt) of the expense to the other party. The other party must then provide reimbursement of one-half of the expenses within thirty (30) days.

6.6.1 The parties shall attempt to pay their shares of the children's healthcare expenses directly to the provider when possible.

6.6.2 Unless otherwise agreed, the parties shall reimburse each other via Venmo.

6.7 In addition to any other sanctions provided by the court, a parent incurring healthcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expense if that parent fails to comply with the provisions in this Article.

ARTICLE 7 - EXTRACURRICULAR ACTIVITIES & OTHER EXPENSES

7.1 The parties shall share equally the costs of the children's extracurricular activities to which the parties have agreed upon in writing. Should the parties not agree, the parent desiring the activity may enroll the child and pay for the activity, but the other party will not be expected to provide transportation, nor will the child be obligated to attend the non-agreed activity during the non-agreeing parent's parent-time. The parties are presumed to agree on the activities in which the children are enrolled as of the date of their Stipulation and Settlement Agreement (July 27, 2026).

7.1.1 Each party must pay his or her share of extracurricular activities on or before such fees are due and/or immediately reimburse one-half of the expense if paid by the other party after proof of the expense and payment is provided.

7.2 In addition to child support, the parties shall equally share their children's mandatory school fees.

ARTICLE 8 - TAXES

8.1 Commencing with the 2026 tax year, the parties shall claim the children as tax dependents for tax return purposes as follows:

8.1.1 Two Children. When there are two children eligible to be claimed for the child tax credit, Emily shall claim I.L.L. and Thad shall claim V.M.N. each year for tax purposes.

8.1.2 One Child. When there is one child eligible to be claimed for the child tax credit, Emily shall claim the child for each even-numbered tax year, and Thad shall claim the child for each odd-numbered tax year.

8.2 A party must be current on his/her child support obligation by December 31 of the involved tax year to claim the children on his/her income tax returns.

ARTICLE 9 - REAL PROPERTY

9.1 During the marriage, the parties acquired real property located at 2258 W 2200 S, Syracuse, UT 84075 (the “home” or “marital home”).

9.2 Thad is awarded all right, title, equity, and interest in, and sole and exclusive possession of, the marital home and shall assume, pay, and hold Emily harmless from all debts, liabilities, and obligations associated therewith.

9.3 No later than thirty (30) days after entry of the Decree of Divorce, Thad shall remove Emily’s name from the mortgage on the marital home and during that process, Emily shall execute a Quit Claim Deed, conveying his interest in the marital home to Thad.

9.4 If Thad fails to remove Emily’s name from the marital home mortgage within thirty (30) after entry of the Decree of Divorce, the marital home shall be immediately listed for sale

and, after satisfaction of the mortgage and payment of closing costs and fees associated with the sale, Thad shall retain the remaining proceeds.

ARTICLE 10 - PERSONAL PROPERTY

10.1 PERSONAL PROPERTY. The parties' personal property is awarded as follows:

10.1.1 Each party is awarded his or her premarital and separate personal property, together with any debt or liability associated therewith, free from any claim by the other party.

10.1.2 Emily is awarded the following personal property, free and clear of any claim by Thad:

- (a)** All of Emily's books, clothes, etc.;
- (b)** All of Emily's jewelry; and
- (c)** Emily's personal effects.

10.1.3 Thad is awarded the following personal property free and clear of any claim by Emily:

- (a)** 2018 Toyota Highlander (together with associated loan);
- (b)** New furniture (living room/bedroom);
- (c)** Children's bedroom furniture;
- (d)** New Samsung washer;
- (e)** All other major appliances (fridge/etc.);
- (f)** All kitchenware (plates/cup/etc.);
- (g)** New water softener (Kinetico);

- (h) Treadmill;
- (i) Loveseat couch (downstairs);
- (j) HP laptop & printer;
- (k) Lawn mower and trimmer;
- (l) TV (downstairs);
- (m) 2005 Honda Pilot;
- (n) 2016 Nissan Altima;
- (o) Bigger Couch (downstairs);
- (p) Goonies memorabilia;
- (q) All of Thad's books, clothes, etc.;
- (r) Family DVD collection;
- (s) Golf clubs;
- (t) Bow and arrows;
- (u) Camping gear;
- (v) Garage tools;
- (w) Wedding rings; and
- (x) His personal effects.

10.1.4 Any remaining personal property not mentioned above shall be divided by the parties as they can agree. If the parties cannot agree within thirty (30) days after entry of the Decree of Divorce, they shall address the issue in mediation.

10.1.5 No later than thirty (30) days after entry of the Decree of Divorce, the parties shall

promptly cooperate to remove their names from titles of personal property as necessary to effectuate the division set forth herein.

10.1.6 The parties shall, upon request, duplicate any desired family pictures and videos and provide the other a digital copy of the pictures/videos within a reasonable time after written request.

ARTICLE 11 - FINANCIAL, BUSINESS, & OTHER ACCOUNTS

11.1 FINANCIAL ACCOUNTS. Each party is awarded all bank, credit union, and other financial accounts in his or her own name free and clear from any claim by the other party, and as follows:

11.1.1 Emily is awarded one-half of the funds from the following financial accounts:

- (a) Wells Fargo Bank checking account ending 3673;
- (b) Wells Fargo Bank savings account ending 0187;
- (c) Wells Fargo Bank savings account ending 3005;
- (d) Zion's Bank savings account ending 0003; and
- (e) Her Venmo account.

11.1.2 Thad is awarded the following financial accounts, including the funds therein, free and clear from any claim by Emily:

- (a) Goldenwest Credit Union savings account ending 0001;
- (b) Goldenwest Credit Union savings account ending 00039;
- (c) HSA Bank health savings account; and
- (d) His Venmo account.

11.1.3 The parties' respective interests in these accounts will be compensated and fully satisfied via the lump sum Property Equalization Payment set forth in Article 13, herein.

11.1.4 If applicable, the parties shall promptly cooperate to remove each other's name and/or access to the accounts awarded herein within thirty (30) days of entry of the parties' Decree of Divorce.

11.2 RETIREMENT/INVESTMENT ACCOUNTS.

11.2.1 Thad is awarded the following retirement/investment accounts, free and clear from any claim by Emily:

- (a)** Schwab Broker account ending 183;
- (b)** Schwab Broker account ending 248;
- (c)** TastyTrade Broker account ending 418;
- (d)** TastyTrade IRA Account ending 892;

11.2.2 The parties shall equally divide the Fidelity 401(k).

11.2.3 Emily is awarded \$85,144.44 from the John Hancock 401(k), and Thad is awarded the remaining balance.

11.2.4 The children's UESP 529 savings accounts (4) is awarded to the parties' children, respectively. Until the funds are available to a child, Thad shall remain the custodian/executor of these accounts.

11.2.5 The parties' respective interests in these accounts will be compensated and fully satisfied via the lump sum Property Equalization Payment set forth in Article 13,

herein.

- 11.3 BUSINESS INTERESTS.** Each party is awarded his or her own business interests, if any, and corresponding assets and liabilities, free and clear from any claim by the other party.

ARTICLE 12 - DEBTS & OBLIGATIONS

- 12.1** During the marriage, the parties acquired various marital debts and obligations. If one party was not aware of a debt or obligation, it shall be the sole responsibility of the party who incurred the debt or obligation.

- 12.2** Thad shall assume, pay, and hold Emily harmless the following debts:

12.2.1 Wells Fargo Bank personal loan;

12.2.2 Wells Fargo Bank credit card;

12.2.3 Synchrony Bank credit card;

12.2.4 American Express credit card;

12.2.5 Freedom Mortgage marital home mortgage; and

12.2.6 Any debts in his name not set forth herein and debts he has incurred without Emily's knowledge or consent.

- 12.3** Emily shall assume, pay, and hold Thad harmless from the following debts and obligations:

12.3.1 Goldenwest Credit Union auto loan for Toyota Highlander;

12.3.2 Wells Fargo Bank credit card; and

12.3.3 Any debts in her name not set forth herein and debts she has incurred without

Thad's knowledge or consent.

12.4 The parties' respective interests and obligations in these debts will be compensated and fully satisfied via the lump sum Property Equalization Payment set forth in Article 13, herein.

12.4.1 Additionally, Emily's payment to Thad of the \$2,800 he paid in rent/security deposit before July 27, 2026, was in effect is resolved via the Property Equalization Payment in Article 13, herein.

12.5 The parties shall close any joint credit card accounts and/or remove each other's access to the same no later than thirty (30) days after entry of the Decree of Divorce.

12.6 The parties hereby represent and warrant that neither of them has incurred any debts in the other party's name, joint or otherwise, which has not already been disclosed herein and/or paid. If, after entry of the Decree of Divorce, a previously undisclosed debt is discovered or raised by a party, the party who incurred the debt shall be solely liable thereto and shall hold the other party harmless therefrom, regardless if the other party's name is associated with the debt.

12.7 Neither party will use the other's financial information to obtain additional debt and will ensure that any joint or merged accounts are separated so that neither may purchase items with the assets of the other.

ARTICLE 13 - PROPERTY EQUALIZATION PAYMENT

13.1 As a full, final, and complete settlement of all claims arising from the equitable division of the parties' marital estate, including but not limited to all claims relating to the division

and allocation of real property, personal property, financial accounts, retirement benefits, business interests, debts, liabilities, reimbursements, offsets, credits, reimbursements for expenditures, and any other property or financial claims that either party has asserted or could have asserted in this action, Thad shall pay to Emily the total sum of One Hundred Sixty-Three Thousand One Hundred Sixty-Five Dollars and Eighty-Five Cents (\$163,165.85) (“Property Equalization Payment”) no later than thirty (30) days after entry of the Decree of Divorce.

- 13.2** Except as expressly provided elsewhere in this Decree of Divorce, the Property Equalization Payment constitutes the parties’ complete and final settlement of all property rights and obligations arising out of the marriage. Upon payment of the Property Equalization Payment in accordance with the terms herein, each party releases, waives, and forever discharges the other from any further claim, demand, or cause of action relating to the characterization, valuation, allocation, equalization, or division of the marital estate or marital debts. Each party shall hereafter own, free and clear of any claim by the other, the assets awarded to that party under this Decree of Divorce and shall be solely responsible for the debts and obligations allocated to that party herein.
- 13.3** The basis and accounting for the Property Equalization Payment is set forth in Exhibit A filed herewith.

ARTICLE 14 - ALIMONY

- 14.1** Each party is capable of supporting him or herself without contribution from the other. Accordingly, neither party shall be awarded any amounts as or for alimony, now and

forever.

ARTICLE 15 - MISCELLANEOUS

- 15.1 ATTORNEY FEES.** Each party shall pay his or her own attorney fees and costs.
- 15.2 COMPLETE OWNERSHIP OF PROPERTY AWARDED.** All property and money received or retained by either party pursuant to this Decree of Divorce is deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party should have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.
- 15.3 COOPERATION.** Each party shall execute and deliver to the other party all such documents as may be reasonably necessary or required to implement the provisions of this Decree of Divorce.
- 15.4 WAIVER.** No waiver of any of the provisions herein or any waiver of breach or default shall be deemed or shall constitute a waiver of any other provision hereof or be deemed a waiver of any subsequent breach or default, nor shall such waiver constitute a continuing waiver.
- 15.5 MODIFICATION.** No modification or waiver of any of the terms herein shall be valid, unless in writing and signed by both parties and/or order of the Court. No waiver of any subsequent breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- 15.6 CHOICE OF LAW.** This Decree of Divorce and all rights and obligations of the parties

hereunder are construed according to the laws of the State of Utah.

15.7 SEVERABILITY. If any term, paragraph, or provision herein is held invalid or unenforceable for any reason, the remainder of this Decree of Divorce shall continue in full force and effect.

The Court's Electronic Signature Will Appear on the First Page of This Document

APPROVED AS TO FORM:

/s/ Emily L. Lemon

Emily L. Lemon

Respondent pro se

DATED: July 29, 2026

(Electronically signed by David L. Hanks
with digitally signed copy on file)

CERTIFICATE OF DELIVERY

I hereby certify that on the 31st day of July 2026, I caused a true and correct copy of the foregoing to be served to the following:

Emily L. Lemon <i>Respondent pro se</i> Email: mleash@gmail.com	☐ Court's Electronic Filing System ☐ U.S. Mail ☐ Hand Delivery ☒ Email
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/s/ Tauni Cancilla