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IN THE THIRD JUDICIAL DISTRICT COURT SALT LAKE COUNTY, STATE OF UTAH	
Morgan Kenner Petitioner Vs Stephen Kenner Respondent	Decree of Divorce Civil No. 254906476 DA Judge: Joel Ferre commissioner: Michelle Blomquist

The divorce action is based upon the petition of Morgan Kenner and the counter petition of Stephen Kenner. The Court, having reviewed the parties' stipulation, proof of income, child support worksheet, certificates of completion of the mandatory parenting courses, and other relevant documents, and having entered the below Findings of Fact and Conclusions of Law, the Court now enters this Decree of Divorce

I. The Court Decrees that:

A. Venue (Utah Code 78B-15-605) Venue is proper because the Parties live in or are present in this county. They children reside with Morgan Kenner.

B. Children (Utah Code 78B-15-101 et seq.) This action involves the following children, who are legally the children of Morgan and Stephen Kenner.

- a. S.K born in May of 2021
- b. J.K. born in January of 2023

C. Jurisdiction This Court has jurisdiction over the issues of this divorce because Petitioner resided in Salt Lake County for the 90 days prior to the filing of the Petition for Divorce and continues to reside in Salt Lake County, Utah.

D. Utah and this Court also have Jurisdiction over Child Support, Child Custody and Parent-time issues (Utah Code 78B-13-102(7), 201(1), and 208). Utah has jurisdiction over the child related issues in this case because:

- Utah is the home state of the parties' minor children under Utah Code 78B-13-102(7), or
- This case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

E. Stipulated Terms:

1. The parties shall share Joint Physical Custody. Morgan shall have primary physical custody pursuant to Utah Code 81-9-303 or according to the relocation statute 81-9-209 if / when the parties live 150 or more miles apart. Stephen has not had any overnight visits since separation, and the visits should ramp up to the statutory schedule.
 - a. Monday overnights alternating weeks in April, then midweeks every Tues after school until 7pm,

- b. In May, Monday and Tues overnights week 1, week 2 just Monday overnight and Tues midweek no overnight,
- c. In June and after, week 1, Mon and Tues overnights, Week 2 Monday overnight, Tues from after daycare until 7pm, and Sat and Sunday overnights.

2. Parties to share Joint Legal Custody.

Communication between parties shall be in writing – text messages or email. The children should never overhear nor be exposed to any conflict between the parents.

The parties agree to facilitate the education, medical care, mental health, counseling or other needs of each child and shall support any diagnostics or assessments by licensed professionals to ascertain any such needs of each child.

Dispute Resolution – Parties shall Discuss issues in writing, consult professionals, and participate in mediation if necessary before litigation. Parties don't have to mediate before filing a motion to enforce existing orders or to only modify child support.

While the children are in their care, either parent can make day-to-day decisions regarding the children, and either parent may make emergency medical care decisions, but must inform the other parent as quickly as possible by phone, text messaging, email, or sending law enforcement to inform the other parent of the medical emergency.

3. Stephen shall begin having overnights when

- a. Stephen has proper beds for the children.
- b. Stephen has his own proper child car seats for both children.

NOTE - Neither party shall introduce romantic partners to the children until the party and

the romantic partner have been dating exclusively for at least 4 months and the other parent has been informed of the full name and age of the new partner (to enable a check of sex-offender registry and / or a background check.)

4. Parents should communicate in advance if parent time is going to be missed, and any makeup parent time must be scheduled within 14 days of the missed parent time unless agreed otherwise in advance. Visit schedule changes should be discussed as soon as possible – 72 hours in advance except for illnesses.
5. For parent-time visits, the receiving parent shall pick up the children.
6. Effective on April 1, 2026, Stephen should pay Child Support of \$1,661. There are no arrearages of child support.
7. Beginning on April 1, 2026, Stephen should pay \$2,500 per month to Morgan as and for Alimony for the first year, \$2,000 each month for 2nd and 3rd years, \$1,000 per month for 4th year, and \$500 per month for 5th year. Statutory provisions for terminating alimony apply.
8. Each party shall notify the other in advance of any travel with the children. An itinerary of transportation and where the children will spend overnights, as well as contact information for where the children will stay and another adult who will be aware of where the children are during the trip.
9. Holidays and extended summer parent time shall be pursuant to applicable statutes.
10. Virtual parent time: The parents shall each facilitate virtual parent time between the

children and the other parent when the children are in their care. The children shall be permitted to contact the other parent when they want to - at reasonable times and for reasonable duration. The parties shall facilitate virtual contact with the other parent. A parent may contact each child at a reasonable time and for a reasonable duration once per day. If the other parent requests virtual parent time at an inconvenient time, the parent who has the children at the time shall propose another time to the other parent for the virtual parent time.

11. Neither parent shall consume alcohol or substances in a manner that impairs their ability to safely care for the children during parenting time. Also, nobody who is intoxicated shall be permitted to operate a vehicle to transport the children.
12. While both of the children are minors, each party may claim one of the children for tax purposes. When there is only one minor child, the parties shall alternate years for claiming the child with Morgan claiming the child in Even numbered tax years and Stephen claiming the child in Odd-numbered tax years. A party may not claim a child for tax purposes for a tax year if they are not current on their child support obligations by December 31st of the tax year. The parties shall each pay half of the tax liability for 2025. The parties agree to contact the tax preparer to arrange payment of their respective liabilities prior to April 15, 2026.
13. The parties agree that the 2019 Toyota Highlander shall be transferred to Morgan's name.
14. Stephen shall pay his own student loans and any obligations that are only in his name.

15. The parties have no marital debts to divide.
16. Morgan has a ROTH IRA in her name that has present value of \$777. Morgan shall pay to Stephen \$388.50 for his share of the IRA.
17. Both parties represent that there are no other retirement accounts in either party's name.
18. The parties shall each keep any funds that are held in any accounts that are in only their names. The parties shall likewise be responsible for any debts or obligations that are only in their names.
19. Statutory language shall be included in the final orders regarding Child Support, including Healthcare and work-related daycare. If both parties have health insurance for the children, then each party should pay their own full premiums without contributions from the other parent.

End of mirrored stipulation terms

F. Child Support

Base Child Support:

1. The court, having reviewed the Verification of Incomes, Child Support Worksheet, and Statement of Compliance with Child Support Guidelines, finds that Stephen has monthly income of \$14,865 and Morgan should be imputed to earn \$1,257 per month. Based upon Morgan having primary physical custody, and Stephen having 145

overnights per year, Stephen should be ordered to pay \$1,661 to Morgan as and for child support each month, beginning the 1st of April, 2025.

2. Should the obligated party fall more than thirty (30) days behind in his or her child support, the receiving party should be entitled to mandatory income withholding payable through the Utah Office of Recovery Services as provided by Utah Code Ann. § 62A-11-401 et seq.
3. Upon the minor child turning eighteen years old or graduating from high school during the children's normal and expected year of graduation, whichever occurs later, the child support award should automatically terminate.

Medical Costs and Insurance Premiums: In accordance with Utah Code 81-6-208,

4. The parents shall provide health care coverage for the medical expenses of a child.
5. The parents shall provide health insurance for the medical expenses of a child if health insurance is available to the parents at a reasonable cost.
6. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Stephen shall be primary coverage for the child and the health insurance plan of Morgan shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child.

7. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. However, if both parties have health insurance for the children, then each party should pay their own full premiums without contributions from the other parent. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of minor children of the parties. The insurance premium should be automatically added to or subtracted from the child support obligation above.
8. **Out-of-Pocket Medical Expenses:** Each party should pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor children including, but not limited to:
out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent.
9. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor children should provide written

verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. *Utah Code 81-6-208.*

10. **Notice to Medical/Dental Expense Creditors:** Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code 81-4-204, or 81-6-208 or an 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 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.

- a. Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;
- b. Notify the particular creditor of that party's current address; and

- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a 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 that parent under the order.

- 11. **Childcare Expenses:** Pursuant to Utah Code 81-6-209, each party should be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of the custodial parent's employment or occupational training. Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. If a family member is providing childcare, then it should be presumed that those services are provided free of charge. The custodial parent should, upon engagement and upon subsequent request, provide written verification of the cost and identity of the childcare provider to the other party, and should notify the other party of any changes or termination of child care within 30 days after the day on which the change occurred. The court may deny a parent incurring work-related childcare expenses 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.

it is so ordered.

End of orders

court signature appears at top of first page

5/08/2026

/s/Bradley W. Voss, Attorney for Morgan Kenner

APPROVAL AS TO FORM

Matthew Wood, attorney for Stephen Kenner

5/12/2026

Electronic Signatures affixed by Brad Voss with permission via email on the listed date(s)

**RULE 7(j)(4) NOTICE AND
CERTIFICATE OF SERVICE**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Should no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court.

I hereby certify that on the following date, I caused a true and correct copy of the foregoing, proposed order to be sent and therefore served by electronic delivery via email upon the following:

Matthew Wood
Attorney for Respondent

matthew@9thsouthlaw.com

5/08/2026

/s/Bradley W. Voss, Attorney for Morgan Kenner