The Order of the Court is stated below:
Dated: October 29, 2026 12:07:01 PM **/s/** LINDA JONES
District Court Judge

DANIEL YOUNG (17874)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
Daniel.y@brownfamilylaw.com

Petitioner's Attorney

IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH	
IN THE MATTER OF THE MARRIAGE OF DAVID KENLEY, Petitioner, & WENDI KENLEY, Respondent.	**DECREE OF DIVORCE** Case No. 254900011 Judge Linda Jones Commissioner Joanna Sagers

Petitioner, David Kenley, through his attorney, Daniel Young, and Respondent, Wendi Kenley, through her attorney, David Holman, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during a Judicial Settlement Conference, Wednesday September 30, 2026, and later formally placed into a written stipulation on October 9, 2026. From the records, files, and papers in this matter, the Court being fully

advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

1. **Jurisdiction and Venue:** David and Wendi are bona fide and actual residents of Salt Lake County, State of Utah, and have been for more than three (3) months immediately prior to the commencement of this action.

2. **Marriage:** David and Wendi are husband and wife, having been married in Sanpete County, State of Utah on August 17, 1991.

3. **Children:** There are no minor children remaining nor are any expected.

4. **Order of Separate Maintenance:** An Order of Separate Maintenance was entered on November 9, 2024 in the following matter:

In the Matter of the Marriage of Wendi M. Kenley and David L. Kenley
Case No. 244905464
Third District Court, State of Utah
(Hereinafter the "Separate Maintenance Case")

5. **Grounds:** During the course of the marriage David and Wendi have experienced difficulties, expressing by word and/or conduct that the original purposes of the marriage are no longer being pursued, preventing David and Wendi from pursuing a viable marriage relationship, rendering

continuation of the marriage undesirable and impossible, the same irreconcilable differences being sufficient grounds for divorce pursuant to Utah Code Ann. § 81-4-405(1)(h).

6. **Taxes:** The parties filed "married filing jointly" for the 2024 tax year. Commencing the 2025 tax year, the parties shall file taxes separately and shall hold the other harmless therefrom.

7. **Distribution of Real Property:** During the course of the marriage, David and Wendi acquired various interests in real property which have since been sold with the proceeds already equitably divided between David and Wendi.

8. **Distribution of Property\Secured Debts\Unsecured Debts:**

8.1. ***Personal Property:*** David and Wendi have acquired personal property during the marriage that shall be allocated as follows:

To Wendi:

(a) Her Buick Encore
(b) Her personal effects, as outlined in Exhibit "A" attached herewith.
(c) All other personal property as currently divided.

To David:

(a) His Toyota Prius
(b) His personal effects and the unassigned furniture, as outlined in Exhibit "A" attached herewith.
(c) All other personal property as currently divided.

David and Wendi shall assume all costs related to the personal property awarded to them herein and shall hold the other harmless therefrom. The parties shall cooperate, through counsel, in finalizing and exchanging all remaining personal property within thirty (30) days of this Stipulation. In the event a

dispute as to personal property arises, the parties will address the issue through counsel and if they can't reach an agreement, either party may bring the issue before the court for resolution.

8.2. ***Secured Debts:*** David and Wendi represent to the other that there is no joint secured debt that they are aware of. David and Wendi shall refrain from using the other's name or credit in which to obtain a secured debt.

8.3. ***Unsecured Debts:*** The Discover Credit Card and Visa Credit Card shall be allocated to David as his sole and separate unsecured debt, which shall be paid within thirty (30) days of this Stipulation and then closed or otherwise remove Wendi. Except as outlined herein, David and Wendi represent to the other that there is no joint unsecured debt that they are aware of. David and Wendi shall be responsible for any unsecured debt incurred in their respective names henceforth and shall hold the other harmless.

9. **Alimony:** Neither party is awarded alimony.

10. **Retirement Assets:** Both Wendi and David have retirement accounts in their respective names which, in consideration of the agreements made herein, shall be divided as follows:

10.1. Wendi shall be awarded the following accounts:

(i) TIAA - Elizabethtown College Tax Deferred Annuity Plan (Account # 151087, approx. balance $187,395);

(ii) TIAA - Penn State University Voluntary Employee Retirement Savings PLA (Account # 100856, approx. balance $ 121,754);

(iii) TIAA - South Dakota Board of Regents 403(b)TDA Plan (Account # 365226, approx. balance $49,567);

(iv) TIAA - Elizabethtown College Defined Contribution Retirement Plan (Account # 151080, approx. balance $33,182);

(v) TIAA – University of Utah Defined Contribution Retirement Plan (Account # 100330, approx. balance $66,171);

(vi) TIAA – University of Utah Deferred Compensation Plan (Account # 100332, approx. balance $11,718);

(vii) TIAA – University of Utah Tax-Deferred Annuity Plan (Account # 100331, approx. balance $49,914);

(viii) TIAA – Penn State University Alternate Retirement Plan (Account # 100855, approx. balance $11,569);

(ix) TIAA – Roth IRA (Account # IRA 201, approx. balance $9,996); and,

(x) Empower – Deseret 401(k) Plan (Account # 11562656, approx. balance $46,920).

10.2. David shall be awarded the following accounts:

(i) TIAA - Elizabethtown College Defined Contribution Retirement Plan (Account # 151080, approx. balance $599,392);

(ii) TIAA - Elizabethtown College Tax Deferred Annuity Plan (Account # 151087, approx. balance $359,928);

(iii) TIAA - South Dakota Board of Regents 403(b)TDA Plan (Account # 365226, approx. balance $138650);

(iv) TIAA - WVHEPC Qualified 401A Plan (Account # 102166, approx. balance $160,015.78); and,

(v) TIAA - ROTH IRA (Account # IRA201, approx. balance $57,096).

(vi) SDRS Supp. (Account #12111242, approximately. Balance $191,560.45)

10.3. The parties shall equally divide the marital portion of retirement assets, as allocated herewith, and will divide their balances with each receiving ½ of the marital portion as defined by the Woodward formula with the division date as the entry of the forthcoming decree of divorce. The parties shall equally split the cost associated with splitting the accounts, if any, and shall work to minimize the

number of QDRO's necessary to equalize the division and account for any tax consequences. The parties agree to engage attorney Rori Hendrix shall a QDRO be necessary with her cost equally divided between the parties.

10.4. Unless otherwise agreed upon by the parties, and subsequent the final equalization of the marital portion of retirement assets, David and Wendi shall have sole ownership and control over their respective retirement accounts and, in conjunction therewith, shall be entitled to designate 3rd party beneficiary(ies) as they deem fit and per their sole discretion.

11. **Financial Accounts:** Both Wendi and David have financial accounts in their respective names which, in consideration of the agreements made herein, shall be divided as follows:

11.1. Wendi shall be and is hereby awarded the following financial accounts held in her name as her sole and separate property:

(i) U First Credit Union (Account # 4263397);

(ii) This account was closed by the bank prior to the separation agreement. It was solely used to transfer $ to our daughter when she she was at USU (2017-21).

(iii) Fidelity Investments (Account # Z23-942710 and Z31-438549);

11.2. David shall be and is hereby awarded the following financial accounts held in his name as his sole and separate property:

(i) U First Credit Union (Account # 4208903);

(ii) East River Federal Credit Union (Account # 69070);

(iii) Everbank Money Market Account (Account # 0589305832); and,

(iv) America First Credit Union (Account # 6659).

11.4. The parties' joint TIAA Brokerage Account (Account # A77-130291, approx. balance $125,098) shall be equally divided between Wendi and David.

11.5. The parties' joint TIAA Mutual Fund (approx. balance $243,394) shall be equally divided between Wendi and David.

11.6. The parties' joint Fidelity Investments (Account # X18-475840) has already been equitably divided, and David shall continue to utilize this account shall he choose to do so.

12. **Life Insurance:** David shall continue to maintain and assume all premium costs associated with both his (1) TIAA Life Insurance Policy (account ending #4428, face value $500,000) and his South Dakota State Life Insurance Policy (face value $250,000) and shall name Wendi as the sole beneficiary thereto until the entry of the forthcoming Decree of Divorce. Upon the signing of this stipulation, David shall have fourteen (14) days in which to pay Wendi a lump sum payment in the amount of $5,000 representing a reimbursement of ½ of the marital funds paid towards the insurance premiums. Unless otherwise agreed upon by the parties, once that $5,000 is paid to Wendi, David shall have sole ownership and control over his life insurance policies and, in conjunction therewith, shall be entitled to designate 3rd party beneficiary(ies) as he deems fit and per his sole discretion, or to cancel the policies in their entirety.

13. **Miscellaneous:**

13.1. ***Family Photos/Heirlooms:*** David and Wendi shall cooperate in equally dividing and/or otherwise supplying the other with digital/hard copies of all family photos and heirlooms as soon as possible but in no case longer than thirty (30) days from the date of this Stipulation. In the event a party incurs a cost, said cost shall be shared equally between the parties so long as it is reasonable.

13.2. ***Mutual Restraint:*** David and Wendi shall, at all times, treat the other with mutual respect throughout the process of implementing the terms of this Stipulation. All efforts and any communication shall be done in a civil manner.

13.3. ***Modification and Waiver:*** No modification or waiver of any of the terms of this Stipulation shall be valid unless in writing and signed by the parties to this action and subsequently approved by the Court. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13.4 ***Name Change:*** Wendi shall be entitled to return to her maiden name of "Carlson" or "Carlson-Kenley" or any other last name shall she choose to do so.

14. **Disclosure of Assets:** David and Wendi represent to the other that they have not hidden any marital assets, but have disclosed to each other all of their assets and properties having a value in excess of $1,000 of any kind and wherever located. Any intentional non-disclosure may be construed as perjury.

15. **Attorney's Fees and Costs:** David and Wendi shall be responsible for their own attorney's fees incurred herein.

16. **Integration Clause:** This Stipulation contains the entire understanding of the parties. Neither party shall be bound by any representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

17. **Choice of Law:** This Stipulation shall be construed and enforced according to the laws of the State of Utah.

18. **Dismissal of Separate Maintenance Case:** Upon the entry of the forthcoming Decree of Divorce, the parties shall cooperate in dismissing the Separate Maintenance Case.

EXHIBIT A
Furniture

David	Wendi	unassigned furniture
tall bedside table	short bedside table	buffet table**
tall dresser	long	shel
couch	dresser	l
TV	table and	tabl
rocking	chairs	e**
chair		flip
Prius car	blue	top
vacuum	chair	tabl
steam	crap	e**
mop	car	tall
	stick	secr
	vacuu	etar
	m	y**
		**
	mattress	tiny table**
	Chinese	headboard
	chest *	and frame
	Nana's secretary & chair*	ornate
	Embroidery chair*	headboard
		Japanese

		screen** generator
		Tools Family momentos Decorations

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ David Holman_____
David Holman
Respondent's Attorney
(signed by Daniel Young with permission granted via email on October 26, 2026)

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: DAVID HOLMAN

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Findings of Fact and Conclusions of Law for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated October 12, 2026

BROWN FAMILY LAW, LLC

/s/ Daniel Young

Daniel Young
Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on October 12, 2026 I caused to be served a true and correct copy of the foregoing by first-class mail or facsimile or email or hand-delivery or electronic notification, addressed to the following:

David Holman
Respondent's Attorney

BROWN FAMILY LAW, LLC

/s/ Daniel Young

Daniel Young
Petitioner's Attorney