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IN THE SECOND DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH

2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Marriage of:

TANNER JEFF PUNAHELE LEMPERLE

And

KENDRA JEAN LEMPERLE.

DECREE OF DIVORCE

Case No.: 254901968

Judge: Camille Neider

Commissioner: Brandon Richards

The Petitioner, Tanner Jeff Punahale Lemperle, and the Respondent, Kendra Jean Lemperle, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There is one minor child born or adopted between the parties, to wit: O.A.L. (DOB April 2022).
2. The parties are awarded joint physical custody with Respondent designated as the custodial parent and Petitioner designated as the noncustodial parent. The parties are awarded joint legal custody. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.

The parties should abide by the following procedure regarding important legal decisions for the minor child:

- a. The parties shall initially identify the issue and discuss the issue, listen and understand each other's perspective;
 - b. If the parties cannot agree, they will seek input from a third party-professional, if applicable (i.e. doctor, dentist, orthodontist, counselor, religious leader, teacher, etc.)
 - c. The parties shall brainstorm all possible solutions related to that specific issue;
 - d. If the parties still cannot agree, they will attempt mediation;
 - e. In the event the parties cannot reach an agreement on an important legal decision regarding the minor child (including but not limited to medical decisions, school placement, religious decisions, etc.), then Respondent shall have the final decision making authority regarding important decisions regarding the children; and
 - f. If Petitioner still does not agree with Respondent's final decision, he may file the appropriate motion with the court to address Petitioner's decision.
3. Parent-time. Parent-time shall be as the parties agree, if the parties cannot agree, the following schedule should be considered the minimum parent-time to which the non-custodial parent and the minor child should be entitled:

- a. Petitioner will have alternating weekends, from Friday at 6 p.m. to Sunday at 7 p.m.
- b. Petitioner will have an overnight mid-week visit on Wednesday from 11 a.m. to 11 a.m. on Thursday.
- c. Summer Extended Parent-time: Petitioner is entitled to two consecutive weeks of uninterrupted parent-time with the minor child during the summer

months (considered to be June 1 through August 31).

- i. Petitioner shall provide Respondent with written notice of the intended dates no later than May 1 of each year. In the event that Petitioner fails to provide timely notice, Respondent may designate the two week period. The extended summer parent-time shall take precedence over the regular alternating weekend and mid-week schedule during those two weeks. The two-week summer block counts toward Petitioner's minimum parent-time.
- d. When the parties' minor child is of school age, the Petitioner's parent-time will substitute parent-time to the provisions of Utah Code § 81-9-302 or as follows to accommodate the minor child's school attendance:
 - i. Two weekday evening visits, to occur on Tuesday and Thursday evenings from 5:30 – 8:30 p.m., and alternating weekends.
- e. The parties will follow the holiday schedule outlined as:

HOLIDAY SCHEDULE

The noncustodial parent is entitled to the holidays listed below under "Schedule A" on Even numbered years, and the holidays listed below under "Schedule B" on Odd numbered years.

The custodial parent is entitled to the holidays listed below under "Schedule A" on Odd numbered years, and the holidays listed below under "Schedule B" on Even numbered years.

Schedule A

Even years: noncustodial parent's holidays
Odd years: custodial parent's holidays

Schedule B

Even years: custodial parent's holidays
Odd years: noncustodial parent's holidays

Child's Birthday - on the day before or after the actual birth date from 3 p.m. to 9 p.m.

Child's Birthday - on the actual birth date from 3 p.m. to 9 p.m.

Note: A parent exercising parent-time on a child's birthday may take other siblings along for the birthday, if the parent so chooses.

Martin Luther King, Jr. – beginning Friday (at 9 a.m. if school is not in session and the parent can be with the child or at the time school is regularly dismissed, or at 6 p.m.) until 7pm on the day before school resumes	President's Day – beginning Friday (at 9 a.m. if school is not in session and the parent can be with the child or at the time school is regularly dismissed, or at 6 p.m.) until 7pm on the day before school resumes
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Spring Break - from 6 p.m. on the day school lets out for Spring Break until 7 p.m. on the day before school resumes	Memorial Day - beginning Friday (at 9 a.m. if school is not in session and the parent can be with the child or at the time school is regularly dismissed, or at 6 p.m.) until 7pm on the day before school resumes
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Independence Day - beginning 6 p.m. on July	Juneteenth National Freedom Day –
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3rd until July 5th at 6 p.m.

beginning 6 p.m. on the day before the holiday so long as the day before the holiday is not Father's Day. If the day before the holiday is Father's Day, beginning 9 a.m. on the holiday. Ending 6 p.m. on the day following the holiday.

Labor Day - beginning Friday (at 9 a.m. if school is not in session and the parent can be with the child or at the time school is regularly dismissed, or at 6 p.m.) until 7pm on the day before school resumes

Pioneer Day - beginning 6 p.m. on July 23rd until July 25th at 6 p.m.

Columbus Day- beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday

Fall School Break – (if applicable, commonly known as U.E.A. weekend) beginning at 6 p.m. on the day that school lets out for fall break until 7 p.m. on the day before school resumes

Halloween – (on October 31 or the day Halloween is traditionally celebrated in the local community) from after school (or 4 p.m. if no school) until 9 p.m.

Veterans Day - beginning 6 p.m. the previous day until 7 p.m. on the holiday

Thanksgiving - beginning Wednesday at 6 p.m. or the time school is regularly dismissed for Thanksgiving, at the election of the parent granted the holiday, until 7 p.m. on the day before school resumes

Winter Break (first half)-

Beginning 6 p.m., or the time school is regularly dismissed, at the election of the parent granted the holiday, until December 27th at 7 p.m.

Winter Break (second half)-

beginning December 27th at 7 p.m. until 7 p.m. on the day before school resumes

Father's Day: with natural or adoptive father every year from 9 a.m. to 7 p.m. on holiday

Mother's Day: with natural or adoptive mother every year from 9 a.m. to 7 p.m. on holiday

The following provisions apply to Holiday Parent-time:

- a. Holidays take precedence over weekend parent-time.
- b. Changes may not be made to the parent-time schedule. However, 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:
 - a. Mother's Day and Father's Day take precedence over any other parent-time.

- b. Children's Birthdays take precedence over any parent-time listed below, except a parent exercising uninterrupted time who is taking the children away from that parent's residence for the uninterrupted extended parent-time.
 - c. Other holidays (not including those listed above) take precedence over extended parent-time and regular weekday or weekend parent-time
 - d. Extended parent-time takes precedence over regular weekday or weekend parent-time
- c. Other Included Days:
 - a. If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the noncustodial parent shall be entitled to this lengthier holiday period.
 - b. When one or more children is school-age, holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period.
 - c. During the time a child's school is in session, at the election of the non-custodial parent, parent-time over a scheduled holiday weekend may begin from the time the child's school is regularly dismissed at the beginning of the holiday weekend until 7 p.m. on the last day of the holiday weekend.
 - d. During the time a child's school is not in session, at the election of the non-custodial parent, parent-time over a scheduled holiday weekend may begin at approximately 9 a.m., accommodating the custodial parent's work schedule, the first day of the holiday weekend until 7 p.m. on the last day of the holiday weekend, if the non-custodial parent is available to be with the child.
- d. School Attendance: If a holiday falls on a regular scheduled school day, the non-custodial parent should be responsible for ensuring the children's attendance at school for that school day.
- e. If there is more than one child and the children's school schedules vary for purpose 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 let out for the holiday and ending the evening before any child returns to school.
- f. An election should be made by the noncustodial parent at the time of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

g. An election required to be made by either parent concerning parent-time (regular or holiday) shall be made a part of the decree and made a part of the parent-time order.

h. When interpreting the holiday schedule for a single child under the age of 5, all days should be considered days when school is not in session.

i. Travel:

a. A child under the age of five (5) should not travel unchaperoned.

b. For emergency purposes, whenever there is nonroutine travel with a child, all of the following will be provided to the other parent:

i. an itinerary of travel dates,

ii. destinations,

iii. places where the child or traveling parent can be reached, and

iv. the name and telephone number of an available third person who would be knowledgeable of the child's location.

j. Transportation:

a. The party initiating parent-time is responsible for transportation.

b. The minor child must be secured in an appropriate age safety seat.

c. Tanner Lemperle should provide the Respondent with proof of a valid driver's license promptly upon obtaining one.

k. Scheduling Parent-time:

i. If, at any time, parent-time is supervised or no overnight parent-time is allowed, all parent-time should occur between 9:00 am and 9:00 pm.

- ii. Parent-time schedules that are mutually agreed upon by both parents are preferable to a court-imposed solution, and the parent-time schedule should be utilized to maximize the continuity and stability of the child's life.
- iii. If the schedules of Utah Code 81-9-302 and 81-9-304 are being followed for parent time, and a child is on a different parent-time schedule than a sibling only due to difference in age, the parents should use the parent-time schedule for the oldest child so that parent-time is uniform between all children.
- iv. When parent-time has not taken place for an extended period of time and a child lacks an appropriate bond with the non-custodial parent, parent-time with the non-custodial parent should be gradually reintroduced, to reduce possible adverse effects on the child.
- v. Regular school hours should not be interrupted for a school-age child for the exercise of parent-time by either parent unless both parties agree in writing.
- vi. Special consideration should be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent

which may inadvertently conflict with the parent-time schedule.

vii. Each parent should be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate should have the right to be together with the children on the religious holiday.

viii. The non-custodial parent should give at least 48 hours' notice of intent to exercise parent time and of any suggested changes to the parent time schedule in the following situations:

1. When the noncustodial parent has not been regularly exercising all available parent-time, but now wishes to exercise more or all available time.

2. When the noncustodial parent intends to return the child prior to the scheduled exchange. In this case, if the custodial parent is not available to exchange early, the noncustodial parent should arrange for child-care until the exchange can occur as scheduled.

ix. Changes: Elections should be made by the non-custodial parent at the time of the divorce decree or court order, and may only be changed by mutual agreement, court order, or by the non-custodial parent in the event of a change in a child's schedule.

l. Information Access:

i. The non-custodial parent should be entitled to attend and participate fully in all significant school, social, sports, and community functions in which a child is participating or being honored, for which parental attendance and participation is appropriate.

- ii. The non-custodial parent should be responsible for arranging to receive notice directly of any school, social, sports, and community functions in which a child is participating or being honored. When it is not possible for the non-custodial parent to arrange to receive notice directly, the custodial parent should make information related to these functions available to the non-custodial parent. The custodial parent may do this by any reasonable method, including by storing this information in an electronic format or location to which the non-custodial parent has access.
- iii. The non-custodial parent should have access directly to all school reports including preschool and daycare reports and medical records.

m. Virtual Parent-time:

- i. During reasonable hours, each parent should permit and encourage reasonable and uncensored communications between the other parent and the child in the form of mail privileges and virtual parent-time, if the equipment is reasonably available.
- ii. Virtual parent time should supplement, not replace, in-person parent-time. Virtual parent-time means parent-time facilitated by tools such as telephone, email, instant messaging, video conferencing, and other wired or wireless technologies over the Internet or other communication media to supplement in-person visits between a non-custodial parent and a

child or between a child and the custodial parent when the child is staying with the noncustodial parent.

- iii. If the parties cannot agree on whether the equipment is reasonably available, the court should decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time, and any other factors the court considers material.

n. Childcare:

- i. Parental care should be presumed to be better care for a child than surrogate care.
- ii. Childcare arrangements existing during the parties' relationship are preferred, as are childcare arrangements with nominal or no charge.
- iii. Each parent should provide all surrogate childcare providers with the name, current address, and telephone number of the other parent and should provide the other parent with the name, current address, and telephone number of all regularly used surrogate childcare providers.

o. Parent-time Exchanges. Parent-time exchanges should be as follows, unless the parties agree otherwise in writing:

- a. The party initiating parent-time is responsible for transportation, including costs associated with transportation.

- b. Parent-time exchanges should occur at the parties' homes.
- c. Parent-time exchanges should be “curbside” whenever possible, meaning that each party remains within an arm’s length of their respective vehicle or home during the exchange.
- d. The parties may elect for a third party to facilitate transportation and if so, should alert the other party of the identity of the person.
- e. Pick up Person: A step-parent, grandparent, or other responsible individual designated by the retrieving parent, may pick up a child if the other parent is aware of the identity of the individual, and the retrieving parent will be with the child within 3 hours of pickup.
- p. Right of First Refusal. If either parent is unable to personally care for a child for a period of more than four hours, that parent should give the other parent the opportunity to provide childcare before arranging childcare by a nonparent. If they know in advance they will be unavailable, the parent who is going to be unavailable to care for the child should provide as much advanced notice to the other parent as is reasonably possible. If the other parent chooses to provide childcare, he or she should respond promptly and should be responsible for all transportation.
- q. Other.
 - i. Neither parent-time nor child support is to be withheld due to either parent’s failure to comply with a court-ordered parent-time schedule.
 - ii. Each parent should notify the other parent immediately in the event

of a medical emergency.

- iii. Each parent should provide the other with his or her current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change. A parent may safeguard this information when reasonably necessary to prevent domestic violence.
- iv. A parent may provide the child with a cell phone or watch which may have text and/or calling capability and, if both parents agree, may have internet capabilities when the child turns 8 years old. Neither parent should take away a child's cell phone/watch without notifying the other parent.
- v. Unless the parties agree otherwise, the child should be permitted to reach out to a therapist, medical professional, or other mental health professional at any time.
- vi. Neither party should use corporal punishment with a child.
- vii. A parent shall immediately notify the other parent if the parent resides with an individual or provides an individual with access to the child when the parent knows that the individual is required to register as a sex offender, kidnap offender, or child abuse offender, or knows that the individual has been convicted of a child abuse offense, sexual offense against a child, an offense for kidnapping or human trafficking of a child, a sexual exploitation offense against a child, or any offense that is

substantially similar to one of the above.

4. Relocation. If either party moves more than 150 miles from the other parent, the moving parent should provide 60 days' advance written notice of the intended relocation to the other parent. A moving parent who fails to comply with the notice of relocation should be in contempt of the Court's order. The written notice of relocation should contain statements affirming that:

- a. The parent-time provisions in Utah Code 81-9-209 or a schedule approved by both parties will be followed, and
- b. Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

CHILD SUPPORT

5. Petitioner's Income. Petitioner is self-employed and earns approx. \$4,500 gross per month.

6. Respondent's Income. Respondent is employed and earns approx. \$1,996 gross per month.

7. Child Support. Pursuant to Utah Code 81-6-201 et seq., Tanner Lemperle should be ordered to pay child support to Kendra Lemperle as follows:

- a. A sum of not less than \$520.34 per month base support in compliance with the Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child should terminate at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later,

or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 80-7-102 and seq.

c. Child support arrearages should be deemed to have begun the month the Petition for Divorce was filed, which is November 2025. Petitioner agrees to pay a sum of \$3,122.04 (\$520.34 multiplied by 6 months) considered to be retroactive child support. Petitioner will make payments alongside the monthly support payment. Once Petitioner has paid the full balance owing, Respondent will only receive regular monthly support payments unless otherwise ordered by the court.

d. This additional support payment will be made on the monthly support payment schedule.

e. Current child support should begin the month immediately following the entry of an order for child support.

f. The monthly child support should be due as follows: one half of the monthly amount owing due on the 5th day of the month and one half of the amount owing due on the 20th of the month.

g. Petitioner will pay Respondent by bank transfer, the parties will exchange banking information.

h. The person entitled to receive child support should be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9 parts 3 and 4, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure should apply to existing and

future payers. All withheld income should be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments should be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments are to be sent elsewhere.

i. Each of the parties is under mutual obligation to notify the other within 14 days of any change in monthly income that would impact the calculation of child support.

j. The joint custody worksheet was used to calculate child support in this matter.

k. Child support services, such as enforcement or other services under Part IV of the Social Security Act, 42 U.S.C., Section 601 and seq., have not been provided on behalf of a child who is a subject of this action.

l. Change In Physical Living Arrangements of Child:

i. If the physical living arrangements of a child change from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code 81-6-205, any parent with whom the child is not residing is required to pay child support to whomever the child is residing with. Kendra Lemperle's base child support obligation would be \$60 per month. Tanner Lemperle's base child support obligation would be \$520.34 per month. Any parent with whom the child is not residing should automatically begin paying this base support obligation amount without the need to modify this child support order.

m. Modification or Adjustment:

- i. Under Utah Code 81-6-212, the parties have a right to adjust this child support order by motion after three years from the date of its entry or last modification if, upon review, there is a difference of 10% or more between the ordered child support amount and the new amount of child support (under the Utah child support guidelines, calculated using the appropriate child support worksheet) and the difference is not of a temporary nature. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services should review the order, and if appropriate, move the court to adjust the amount.

Under Utah Code 81-6-212, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances, which may include: (1) material changes in custody, (2) material changes in the relative wealth or assets of the parties, (3) material changes of 30% or more in the income of a parent, (4) material changes in the employment potential and ability of a parent to earn, (5) material changes in the medical needs of the child, or (6) material changes in the legal responsibilities of either parent for the support of others. The substantial change must not be of a temporary nature and must result in a difference of 15% or more between the ordered child support amount and the new child support amount, calculated using the appropriate child support worksheet.

INSURANCE, CHILD CARE, AND MEDICAL EXPENSES

8. Child Health and Dental Insurance.

- a. Both parents should provide health care coverage for the medical expenses of a minor child as defined in 81-6-101. If insurance for a child's medical and/or dental expenses is available or becomes available to either parent at reasonable cost, the parent(s) should be responsible for maintaining insurance for each dependent child.

b. If at any point both parents maintain insurance for a dependent child, the insurance plan of Kendra Lemperle should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Tanner Lemperle should be secondary coverage for the dependent child. If a parent remarries and their dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child.

i. Respondent will provide Petitioner with medical and dental insurance cards and/or registration information for minor child as soon as possible.

c. Both parties should share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance, calculated in accordance with 81-6-208(9) ("The premium expense for a child 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").

d. Both parents should equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments.

e. The party who incurs health care expenses should provide written

verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. The party to whom written verification is provided should reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification.

g. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

h. The party ordered to maintain the coverage should provide verification of coverage to the other party on or before January 2 of each year and notify the other party within 30 days of any change of coverage.

9. Childcare Expenses. Pursuant to Utah Code 81-6-209, both parties should share equally reasonable work, career, or occupational training-related childcare expenses.

a. The party who incurs childcare expenses should provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided should reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses should notify the other party of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

b. The party not directly paying for childcare should begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

c. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

10. Notice to Creditors/Providers Regarding Payment of Children's Medical

Expenses: Pursuant to Utah Code 15-4-6.7(1), having received a copy of a court order or administrative order providing for payment of children's medical or dental expenses, a provider shall, upon request from either parent, separately bill each parent for his/her share of the medical or dental expenses that the parent is required to pay under the order. If one parent has paid in full the share of the medical or dental expenses that he/she is required to pay under the order, a provider/creditor may not, within 30 days after the date on which the medical or dental service is rendered, make a claim for unpaid medical or dental expenses against that parent, and may not, within 30 days after the date on which the medical or dental service is rendered, make a negative credit report under Section 70C-7-107 or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding that parent.

11. Notice to Creditors/Providers Regarding Payment of Children's School Fees:

Pursuant to Utah Code 15-4-6.7(2), a provider who receives a copy of a court order providing for the payment of school fees of a minor child before the day on which the

provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order. A provider who receives a copy of the order (regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee) may not make a negative credit report under Section 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 the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a minor child's school fee regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

a.

TAX EXEMPTION

12. Petitioner should be entitled to claim the parties' children as dependent for tax purposes in odd numbered years if Petitioner is current on all child support and other court ordered financial obligations by December 31st of the tax year. Respondent is entitled to claim the parties' child as dependent for tax purposes in even numbered years and any years where Petitioner is not entitled to claim the child.

a. If a party is entitled to claim a child as dependent for tax purposes for a given year, but will not be doing so, they should inform the other parent as soon as reasonably possible, and the other parent may claim the child.

PERSONAL PROPERTY

13. The parties acquired personal property during the marriage. Such property has been addressed in Order on Property (Docket No. 88).

- a. The Respondent will remove her name from the lease of an apartment at The Ranches Town Homes.

REAL PROPERTY

14. There is no real property to divide as a result of this marriage.

RETIREMENT/PENSION ACCOUNTS AND/OR BUSINESS INTERESTS

15. The parties have no retirement funds. Respondent agrees to waive her right to seek division of Petitioner's business assets in lieu of a formal division of retirement assets accumulated through his self-employment during the course of their marriage.

DEBTS AND OBLIGATIONS

16. The parties acquired debts during the marriage. Each party should notify respective creditors or obligees regarding the division of debts, obligations and/or liabilities herein along with his or her current address. Each party should be ordered to assume and pay debts assigned to them as listed below. For any debts which are assigned to both parties, each party should be ordered to assume and pay one-half of the amount owed on the debt as of August 10, 2025. Any debt incurred after August 10, 2025, should be the responsibility of the party who incurred the debt unless specified otherwise below. The party assuming responsibility for a debt should be ordered to hold the other party harmless from liability for that debt. If any other debts exist, each debt should be the

responsibility of the party incurring the debt.

17. Approximately \$13,060 in tax penalties owing to the State of Utah and the Internal Revenue Service was accumulated during the parties' marriage. This debt is attributed to the Petitioner's business, Wasatch Graphix, LLC.

18. Notice to Creditors Regarding Joint Debts: Pursuant to Utah Code 15-4-6.5, a creditor, having received a copy of a court order giving notice that joint debtors are divorced, and having been expressly advised of the separate current addresses of the debtors, shall provide copies of all statements, notices, and other similar correspondence (required by law or by the contract) to both debtors individually. If a party is not ordered by the court to make payments on a joint obligation, no negative credit report under Utah Code 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served with this notice, until all of the following have occurred:

- a. The creditor has made a demand on the party who is ordered by the court to make payments on the joint obligation,
- b. The party who is ordered by the court to make payments on the joint obligation has failed to pay, and
- c. The creditor has made a demand on the party who is not ordered by the court to make payments.

ALIMONY

19. Both parties agree to waive any claim to alimony now and forever.

MISCELLANEOUS

20. The parties agree that Respondent will be restored use of her former name, Kendra Jean Reardon, if she so desires.

21. Unless the parties agree otherwise in writing, the following applies:.

- a. Neither party should attempt, threaten, or commit domestic violence against the other party or a party's minor child. This includes physically harming, stalking, or harassing the other party or child by any means, including electronically.
- b. Neither party should enter the other party's place of residence without express written permission.
- c. Neither party should access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.
- d. Neither party should distribute the other party's image or personal information.
- e. Neither party should use the other party's name, likeness, image, or identification to conduct any sort of transaction, make any type of agreement or contract, open an account for service, or obtain a service.
- f. Any communication between the parties should be civil in nature (swearing at the other party, name calling, badgering and derogatory language are never considered civil) and reasonable in time, length, and frequency. All communication should be through text message or email only, unless agreed

otherwise by the parties in writing, and should be limited to communication related to a minor child, unless agreed otherwise by the parties in writing. After any communication limitations have been lifted, these limitations may be reinstated upon written request of either party.

g. Neither party should do the following in the presence or hearing of a minor child: demean or disparage the other party, attempt to influence a child's preference regarding custody or parent time, say or do anything that would tend to diminish the love and affection of a child for the other party, or involve a child in the issues of the custody case. Neither party should make parent time arrangements through a child. Each party has a duty to use their best efforts to prevent third parties from doing what the parties themselves are prohibited from doing under this paragraph and must remove the child from those third parties if necessary.

22. This Decree of Divorce is the result of a Stipulated Settlement Agreement. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting parties."

23. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. If a party fails to execute a document within 60 days of the entry of their divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same

effect as if executed by the disobedient party.

24. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

ATTORNEY FEES

25. Each party should be responsible for their own attorney's fees, service fees, and court costs incurred as a result of this action unless the Court orders otherwise.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICIATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM on this 19th day of May 2026.

e-signed by Elaney Elliott with permission of Tanner Lemperle

/s/:Tanner Lemperle

Tanner Lemperle

Petitioner (signed electronically with permission given via email on May 19, 2026.)

e-signed by Elaney Elliott with permission of Kendra Jean Lemperle

/s/:Kendra Jean Lemperle

Kendra Jean Lemperle

Respondent

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by email on 15th day of May 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Should no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

Tanner Lemperle

Petitioner
[X] Email

DATED this 19th day of May, 2026.

UTAH LEGAL SERVICES

/s/Elaney Elliott

ELANEY ELLIOTT

Attorney for Respondent

CERTIFICATE OF SERVICE

I certify that on the 19th day of May 2026, I caused a true and correct copy of the

foregoing Decree of Divorce by the following method on the persons listed below:

Tanner Lemperle
☒ E-file

DATED: May 19th 2026

/s/ Elaney Elliott
UTAH LEGAL SERVICES, INC.
Attorney for Kendra Lemperle