

The Order of the Court is stated below:

Dated: July 07, 2017  
03:53:48 PM

/s/ PAIGE PETERSEN  
District Court Judge



Patricia L. LaTulippe, (#5746)  
**HINCKS & LaTULIPPE LC**  
Parkview Plaza II  
2150 South 1300 East, Suite 300  
Salt Lake City, Utah 84106  
Telephone: (801) 538-5050  
Facsimile: (801) 606-7506  
pll@hlutahlaw.com  
**Attorneys for Petitioner**

---

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY,  
SALT LAKE CITY DEPARTMENT, STATE OF UTAH**

---

**KIM LORI GEMPELER,**

Petitioner,

vs.

**ROBERT DAVID GEMPELER,**

Respondent.

**DIVORCE DECREE**

Case No. 174904021

Judge: Paige Petersen

---

The Court having reviewed Petitioner's Affidavit, and the parties' *Stipulation & Settlement Agreement*, and being fully advised in the premises, and having heretofore entered the Findings of Fact and Conclusions of Law, now, therefore it is hereby

ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and marriage contract between the parties are dissolved, and Petitioner KIM LORI GEMPELER ["Kim"] is awarded a decree of divorce from Respondent ROBERT DAVID GEMPELER ["Bob"] upon the grounds of irreconcilable differences and in

accordance with the terms of the parties' Stipulation.

#### **ALIMONY**

1. Each party has worked throughout the marriage, has supported themselves during separation and can continue to support themselves. No alimony shall be awarded to either party.

#### **REAL PROPERTY**

##### **Yosemite Property**

2. The marital home located at 3231 E. Yosemite Drive, Salt Lake City, more specifically described as Parcel No. 16-25-309-004, is awarded to Kim as part of her inheritance. The property has been sold and the mortgage associated with that property paid in full. Bob received a loan from Kim for \$25,000.00 at the closing of this property. Bob is ordered to pay Kim back the \$25,000.00 on or before one (1) year from the date of settlement.

##### **4306 South 1100 East Rental Property**

3. The parties also own a rental property located at 4306 South 1100 East, Salt Lake City, Utah, more specifically described as Parcel No. 22-05-251-025.
  - a. Conner Gempeler paid \$15,000.00 towards the down payment of the purchase of the 4306 South rental property. This property is currently titled in Kim Gempeler's and Conner Gempeler's name.
  - b. Conner has received payment for his equity investment through a credit in his purchase of the Yosemite property and has quit claimed his interest on

the property.

4. Kim owes Bob \$76,000.00 to equalize the marital assets.
  - i. \$25,000.00 in equity from the sale of the Terra Linda property
  - ii. \$19,000.00 for 2014 tax obligation.
  - iii. \$12,000.00 for outstanding loans.
  - iv. \$20,000.00 for cabinets installed in the 4306 Rental property.
5. Bob owes Kim \$78,000.00 from money received on the Yosemite property less \$39,000 split. The \$78,000 was taken out as a loan to repay Barbara Gempeler for a loan to Bob and Kim and to pay taxes on the car wash. That money was inheritance to Kim and should be a credit towards money owed to Bob, as stated above. When Kim is paid her equity share of the Car Wash, Bob (or his heirs) shall be paid \$38,000, half of the \$78,000 with some of the \$2,000.00 credit to Bob, see below.
6. The difference between the money owed by Bob to Kim on the Yosemite property (\$78,000.00) will be offset against the money owed by Kim to Bob (\$76,000.00). There remains a \$2,000.00 difference owed to Kim. Kim has agreed to forego collection of the remaining \$2,000.00.
7. Kim is awarded the 4306 South 1100 East property.

#### **BUSINESS INTERESTS**

8. The parties own a carwash business and the property it is located on through KAS LLC which is commonly known as Kenny's Car Wash ("Car Wash"),

located at 634 South 300 West, Salt Lake City, Utah 84101. The current value of the carwash is \$1,300,000.00 with loans outstanding of \$950,000.00. Each party has equity of approximately \$175,000.00.

9. Bob shall refinance the car wash and remove Kim's name from loans, business documents, or any other liability associated with the car wash within one (1 ) year.
10. All rights, interest and debts in KAS, LLC is awarded to Bob.
11. In lieu of receiving her share of equity from the car wash now, Kim's equity interest is \$200,000.00, minus a \$38,000.00 payment reimbursement to Bob, for her share of ownership, and shall be payable within the next ten (10) years.
12. Kim's equitable interest shall be in second position behind the mortgage holder who refinances the car wash under 20(a) herein.
13. Bob is ordered to pay Kim her equitable share within ten years from the date of entry of the parties' divorce decree, unless the parties agree in writing otherwise.
14. If the Car Wash is sold, Petitioner is awarded her equity interest of \$200,000.00 (minus \$38,000.00) after the mortgage and closing costs are paid.
15. Bob will assume all debts and liabilities and indemnify Kim from any further liability. Nothing will relieve Bob of the requirement that he pay Kim her

share of the carwash.

16. **Reduced Value.** In the event the Parties stipulate in writing to selling the Car Wash for less than the agreed upon value and the total sale proceeds are less than \$200,000.00 then the following shall apply:
17. Respondent shall receive a minimum of 50% of the proceeds and Petitioner shall receive 50% of sale proceeds.
18. In the event that the car wash sells to Ameritel Inns, Inc. for an amount above the agreed upon value of \$1,300,000.00 within six (6) years, the following will apply. Both parties shall receive at least \$300,000.00. Thirty-eight thousand (38,000.00) will be deducted from Kim's proceeds to reimburse Bob pursuant to 8(d) above. The maximum amount to be paid to the Petitioner is \$300,000 under this paragraph unless the parties agree in writing to a different arrangement.
19. Bob currently carries \$700,000.00+ in life insurance. Bob's \$700,000.00 policy currently designates that one half (1/2) of the benefits be paid towards the car wash and the other half (1/2) of the benefits to be paid towards the dog wash. Bob is ordered to change the life insurance policy to designate Kim as a beneficiary for \$162,000.00 of the life insurance benefits with the remaining \$538,000.00 to be paid one half (1/2) be paid towards the car wash and the other half (1/2) be paid towards the dog wash. Bob shall maintain these policies as outlined and to provide proof of coverage in January of each

- year. Bob shall maintain his life insurance policy for 10 years.
20. The parties own a dog wash business, Paw Paws LLC, (“Dog Wash”) located at 624 South 300 West, Salt Lake City, Utah 84101.
  21. The parties agree that Kim has no ownership interest in the dog wash but retains an equity interest to be paid through monthly payments until Kim turns sixty-five years old. Bob should be awarded the dog wash and assume all debts and liabilities and indemnify Kim from any further liability.
  22. PawPaws, on behalf of Bob Gempeler, contracts with KLG, PC, on behalf of Kim Gempeler to pay \$800.00 per month in divorce settlement proceeds and for real estate services until Kim turns sixty-five (65) years old.
  23. Paw Paws will pay KLG PC., \$800.00 per month until May 1<sup>st</sup>, 2023. This transaction will take place on or before the fifth of each month. Nothing will relieve Bob of his requirement to pay Kim her equitable interest.
  24. If the ownership interest in the dog wash changes and Bob no longer owns the dog wash, Kim shall be guaranteed to receive ongoing payments from Bob or Bob’s estate until her remaining equity interest has been paid in full.
  25. Kim’s name shall be removed from any and all debt including the credit card contracts and any tax payment documents so that she does not have ongoing liability for tax payments or other debts. Until Kim’s name has been removed from any and all liability associated with Paw Paws, and/or Respondent, individually, Respondent shall indemnify Kim Gempeler from

any and all liabilities associated with the dog wash or car wash including sales tax and reimburse her for any payments she may be required to make related to the dogwash/carwash.

26. Until Kim receives proof that her name has been removed from credit cards, sales tax accounts or any other liabilities associated with Paw Paws, Kim is allowed to request, with reasonable notice, that a full accounting to be provided to her.

#### **PROPERTY DISTRIBUTION**

27. Petitioner is awarded as her sole and separate property the Lexus subject to the encumbrance thereon and shall indemnify Respondent from any and all liabilities.

28. Respondent is awarded as his sole and separate property the truck subject to the encumbrance thereon and shall indemnify Petitioner from any and all liabilities.

29. Petitioner is awarded her accounts at First Utah Bank and Wells Fargo as her sole and separate property.

30. Respondent is awarded his accounts at US Bank and Brighton Bank as his sole and separate property.

31. The following property shall be divided as follows:

<b>Description</b>	<b>Estimate Value</b>	<b>Kim</b>	<b>Bob</b>
Office furniture (old)	\$250	X	

Master bedroom furniture (bed, dresser, nightstands, TV)	\$400	X	
2 <sup>nd</sup> Bedroom Furniture (old mattress, head board wicker, nightstand, lamp)	\$500	X	
Family Room Furniture (couch, TV stand, TV, chair, RC Willey orange chair, small lamp table, wine chest, wine refrigerator)	\$1,000	X	
Dining Room (Dining room table, buffet, big mirror, plant stands, rug, two chairs)	\$1,500	X	
Kitchen cookware, serving ware	\$1,000	X	
Basement Furniture (Amour, round table, two chairs, washer and dryer, freezer)	\$2,000	X	
Pier 1 Imports Patio Furniture (table, 6 chairs, bench, two chairs, buffet.)	\$1,500	X	
Art Room (side table, small desk, shelf, two bar stools)	\$500	X	
Art room lamps	\$800	X	
Art work	\$2,000	X	
Piano			X
Couch and 2 chairs	\$800		X
Bar and bar stools	\$1,500		X
Bed and dresser	\$500		X
2 <sup>nd</sup> Bedroom furniture	\$200		X
Lamps	\$300		X
Kitchen table and chairs	\$800		X
Kitchen items	\$500		X
Artwork	\$500		X
Jewelry (wedding ring, Kim's parents' rings and mom's diamond watch)		X	

32. Petitioner is awarded all her personal effects and belongings free and clear of any interest of the Respondent.



33. Respondent is awarded all his personal effects and belongings free and clear of any interest of the Petitioner.
34. Petitioner is awarded any and all premarital assets, her premarital personal property, free and clear of any interest of the Respondent.
35. Respondent is awarded any and all premarital assets, his premarital personal property, free and clear of any interest of the Respondent.
36. Any retirement, savings or other similar asset shall be awarded to the party currently listed on the account.
37. All medical and dental expenses incurred after entry of the legal separation and not covered by insurance shall be the responsibility of the party who incurs the expense.

#### **DEBTS AND OBLIGATIONS**

38. Each party is ordered to pay the debt he/she is currently maintaining.
39. Each party is ordered to pay their own individual debts incurred since the parties' separation except as set forth above.
40. Each party shall indemnify and hold the other party harmless on all debts and obligations they are ordered to pay.

#### **TAXES**

41. The parties shall file joint income taxes in 2016.

#### **MISCELLANEOUS**

42. The parties' personal property has been previously divided.

43. If Kim receives life insurance proceeds for her interest in the carwash as described above, she shall not be entitled to further reimbursement from the car wash proceeds and shall receive no further payments.
44. The parties shall each assume and pay their own attorney fees and costs in connection with this action if the matter is settled through stipulation and uncontested.
45. Each party represents that he/she has fully disclosed any and all assets to the other party. Should additional assets be discovered after the parties' divorce is finalized, those assets shall be divided equally.

**\*\*\*\*IN ACCORDANCE WITH THE UTAH STATE DISTRICT COURTS EFILING STANDARD NO. 4, AND URCP RULE10(E), THIS ORDER DOES NOT BEAR THE HANDWRITTEN SIGNATURE OF THE JUDGE, BUT INSTEAD DISPLAYS AN ELECTRONIC SIGNATURE AT THE UPPER RIGHT-HAND CORNER OF THE FIRST PAGE OF THIS ORDER.\*\*\*\***

Approved as to form and substance:

/s/ Kim L. Gempeler (signed by filing attorney with authorization from Kim Gempeler on July 6, 2017)

Kim L. Gempeler

Approved as to form and substance:

/s/ Robert D. Gempeler, (signed by filing attorney with permission from Robert Gempeler on July 5, 2017)

Robert D. Gempeler

**CERTIFICATE OF SERVICE**

I hereby certify that on the 7th day of July 2017, I electronically filed the foregoing DIVORCE DECREE (*Gempeler v. Gempeler*) with the Clerk of the Court using the Utah Trial Court/ECF system and sent a true and correct copy to those listed below as follows:

Bob Gempeler  
b.gempeler@comcast.net

- Utah Trial Court/ECF notification
- U.S. Mail, postage prepaid
- E-mail
- Other:

/s/ BrittanyThorsen