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IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

BENJAMIN BARNETT,

Petitioner,

and

JESSICA BARNETT,

Respondent.

DECREE OF DIVORCE

Case No. 234403188

The Honorable Shawn Howell
Commissioner Marian Ito

The Court, having entered the Petitioner's default in this matter, having made and entered its Findings of Fact and Conclusions of Law, and being fully informed in the premises, now hereby ORDERS, ADJUDGES, and DECREES as follows:

1. The Respondent is granted a decree of divorce severing the bonds of matrimony heretofore existing between the parties, on the grounds of adultery, conviction of the Petitioner for a felony; cruel treatment of the Respondent to the extent of causing bodily injury or great mental distress; and irreconcilable differences.

2. **Real Property.** The Respondent is awarded the home located at 5614 Meadow Lane, Unit 211, South Ogden, UT 84403, including any equity existing therein, free and clear of any right, claim, or interest by the Petitioner, and subject to any indebtedness thereon.

3. **Toyota Camry.** The Respondent is awarded the Toyota Camry, including any equity existing therein, free and clear of any right, claim, or interest by the Petitioner, and subject to any indebtedness thereon.

4. **Debts.**

a. **MACU signature loan xx9370** (current balance of \$6,000):

i. The Petitioner shall be responsible for the remaining balance on this loan and shall indemnify and hold the Respondent harmless on this debt.

ii. The Respondent is awarded a judgment against the Petitioner for the \$9,000 the Respondent has paid toward the balance.

iii. The Petitioner is ordered to reimburse the Respondent for any amounts the Respondent may be required to pay in the future, or that may be garnished from her, for this loan.

b. **MACU Visa credit card xx9370** (current balance of \$3,100):

i. The Petitioner shall be responsible for the remaining balance on this credit card and shall indemnify and hold the Respondent harmless on this debt.

ii. The Respondent is awarded a judgment against the Petitioner for \$1,191.50 for the amount the Respondent has paid on this debt.

iii. The Petitioner is ordered to reimburse the Respondent for any

amounts the Respondent may be required to pay in the future, or that may be garnished from the Respondent, for this loan.

c. Chase Amazon Visa credit card xx9410 (current balance of \$3,479.04):

The Petitioner shall be solely responsible for this debt.

d. Petitioner's Truck. The Petitioner shall be solely responsible for any obligations or liabilities that may exist with respect to his truck.

e. America First Credit Union line of credit xx4191 (current balance of \$4,995.69): The Respondent shall be responsible for the entire balance on this debt.

f. America First Credit Union Visa Credit Card xx4191 (current balance of \$16,496.51): The Respondent shall be responsible for the entire balance on this debt.

g. Synchrony credit card xx4550 (current balance of \$3,849.80): The Respondent shall be responsible for the entire balance on this debt.

5. **Bank Accounts**. Each party is awarded the bank accounts in his or her individual name.

6. **Retirement and Investment Accounts**. Each party is awarded the retirement or other investment accounts in his or her individual name.

7. **Alimony**. Neither party is awarded alimony, now or in the future.

8. **Taxes**. The parties are ordered to file separate tax returns going forward and to indemnify and hold each other harmless for any consequences arising from their prior separate tax filings

9. **Respondent's Former Name**. The Respondent shall be restored to her maiden name if she so desires.

10. Each party shall to execute and deliver to the other party any such documents as may be necessary to implement the provisions of this Decree.

The Court's Signature Will Appear as an Electronic Signature on the First Page of this Document