



1MARYANN HANSEN (5200)
852 North 910 East
Orem, UT 84097
Telephone: (801) 224-0079
Facsimile: (801) 734-2222
Email: legal@maryannhansen.com

Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH
137 North Freedom Boulevard, Provo, Utah 84601

<i>In the matter of the marriage of:</i> KATHLEEN FISHER, Petitioner, vs. SHAYNE FISHER, Respondent.	DECREE OF DIVORCE Case Number: 264402295 Judge: Anthony Howell Commissioner: Dustin Hardy
---	---

THE ABOVE CAPTIONED MATTER came before the Fourth District Court for consideration pursuant to Stipulation, Decree of Divorce and Notice to Submit. Petitioner submitted her affidavit of jurisdiction and grounds. There being on file in the record of these proceedings a Divorce Stipulation, and the evidence to establish jurisdiction and the grounds for the divorce having been presented through affidavit, and the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, and good cause appearing, therefore, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony existing between the Petitioner, KATHLEEN M. FISHER, and the Respondent, SHAYNE D. FISHER, be the same are hereby dissolved.

2. **Minor Children**. Kathleen and Shayne have no minor children in common.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

3. **Real Property**. The parties have acquired a home and real property located at 1690 South 730 West, City of Provo, County of Utah, State of Utah ("marital residence").

4. Kathleen will be awarded all right, title and interest in the marital residence. Within thirty (30) days of entry of the Decree of Divorce, Shayne will be required to execute a Quit Claim Deed conveying his interest to Kathleen.

5. Within twelve (12) months of entry of the Decree of Divorce, Kathleen shall remove Shayne from any and all liability associated with the marital residence including but not limited to the first mortgage, home equity line of credit (HELOC), and solar loan.

6. By September 1, 2027, Kathleen will remove Shayne from liability on the first mortgage, HELOC, and solar loan, and by this date Kathleen will pay Shayne \$90,000 and upon receipt of this payment, Shayne will waive all rights he may have in the marital residence and/or marital assets.

7. **Personal Property**. The parties have acquired personal property during the marriage. Said personal property shall be divided as follows:

Item Description	Awarded to:
------------------	-------------

2022 Volvo XC90	Kathleen
2017 Chevrolet Bolt	Shayne
2024 Nissan Sentra	Parties' Adult Daughter
2017 Subaru Forester	Kathleen's Adult Daughter
Scout Vehicle	Shayne
All Gold, Silver Bullion, Coins, and Precious Metals Stored in Safe at Marital Residence	Shayne
All Personal Property Located at Marital Residence Except for Items Specifically Awarded to Shayne	Kathleen
All Personal Property in Possession of Shayne	Shayne
Kathleen's Personal Effects	Kathleen
Shayne's Personal Effects	Shayne

a. Kathleen is solely responsible on the 2022 Volvo loan. Within thirty (30) days of entry of the Decree of Divorce, Shayne will sign whatever documents are necessary to remove his name on the title of said vehicle.

b. There is no loan on the 2017 Chevrolet. Within thirty (30) days of entry of the Decree of Divorce, Kathleen will sign whatever documents are necessary to remove her name on the title of said vehicle.

c. Within thirty (30) days of entry of the Decree of Divorce, both parties will execute necessary documents to transfer titles to the 2024 Nissan Sentra and 2017 Subaru Forester to the individuals designated above. After said transfers, neither Kathleen or Shayne will have any further liability as to these vehicles.

d. Within thirty (30) days of entry of the Decree of Divorce, Shayne will remove all gold, silver bullion, and precious metals from the safe at the marital residence property.

e. Within thirty (30) days of Shayne being removed from full financial liability on the marital residence, he will remove the Scout vehicle from the marital residence.

f. Should there be any disagreement regarding the division of any personal property, the parties shall go to mediation before initiating court action.

8. **Taxes.**

a. **2026 and Thereafter.** Beginning 2026, the parties will file taxes separately.

b. **2025 and Prior Years.** Shayne will be responsible for filing the parties 2025 tax returns by July 31, 2026. Both parties will cooperate in providing necessary tax documents so that the tax return can be filed. The parties currently owe federal taxes in the approximate amount of \$20,866 and this amount is expected to substantially increase after the 2025 taxes are filed.

9. **Debts.** The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on the following debts:

Debts Description	Obligation of
Mortgage	Kathleen
HELOC	Kathleen
Solar Panel Obligations	Kathleen

Happen Bank Loan with Approximate Balance of \$7,252	Shayne
U.S. Bank MasterCard with Approximate Balance of \$6,251	Kathleen ½ and Shayne ½
IRS Tax Obligations	Shayne
All Current and Future “My Health & Fitness SVCS, LLC” Obligations	Shayne
All Credit Cards Solely in Kathleen's Name	Kathleen
All Credit Cards Solely in Shayne's Name Including Platinum American Express, Delta American Express and Costco CitiCard	Shayne
All Debts and Obligations Incurred by Kathleen After the Parties' Separation on 11/5/2025	Kathleen
All Debts and Obligations Incurred by Shayne After the Parties' Separation on 11/5/2025	Shayne

10. **Joint Debt Payment Schedule.** The parties joint debt obligations will be repaid as follows:

Debts	Payment Terms
HELOC Loan	Kathleen will timely make all payments until Shayne is paid his marital residence equity interest and removed from liability on said loan. UNTIL SHAYNE IS REMOVED FROM LIABILITY ON THIS LOAN, NO FURTHER CHARGES OR ADVANCES WILL BE MADE.
Solar Panel Loan	Kathleen will timely make all payments until Shayne is paid his marital residence equity interest and removed from liability on said loan.
Federal Taxes	Shayne will timely make all IRS tax obligations upon which Kathleen is jointly obligated until Kathleen is no longer obligated on any joint tax obligation.
Happen Bank Loan	Shayne will timely make all payments until Kathleen is no longer jointly obligated on this loan.

US Bank Credit Card	There is an approximate balance of \$6,251. The parties agree that they will pay a total payment of at least \$200 per month. By the 14th day of each month, and until the credit card is paid in full, Shayne will pay Kathleen an amount equal to at least \$100.00 and Kathleen will then match Shayne's payment and by the 15th of the month she will make the credit card payment. If either party pays more than their fifty percent (50%) of their obligation, the other party will be required to reimburse the paying party within thirty (30) days THE PARTIES AGREE TO CLOSE THIS ACCOUNT SO THAT NO FUTURE CHARGES OR TRANSACTIONS CAN BE MADE.
---------------------	---

11. **Ashley Home Furnishings.** Within thirty (30) days of entry of the Decree of Divorce, the parties will cooperate in closing their joint Ashley Home Furniture credit account. There is a zero balance owing and neither party will incur any further charges on this account.

12. **Credit Card Rewards and Loyalty Benefits.** The parties have acquired certain credit card rewards, points, miles and other loyalty benefits.

13. Shayne will be awarded all rewards associated with the American Express Platinum Card with an approximate value of Two Thousand Dollars (\$2,000). Shayne will also be awarded all rewards associated with the Delta American Express Card with an approximate value of Five Thousand Dollars (\$5,000).

14. **Checking and/or Savings Accounts.** The parties currently have a joint checking account and a joint savings account with U.S. Bank. Within thirty (30) days of entry of the Decree of Divorce, the parties will cooperate in closing said accounts.

15. Kathleen may open new checking and savings accounts in her sole name at U.S. Bank and any remaining funds in the joint U.S. Bank checking and savings account shall be transferred to Kathleen's newly established accounts.

16. The parties currently maintain a zero balance joint savings account with Mountain America Credit Union that was established in connection a previously satisfied vehicle loan. Within thirty (30) days of entry of the Decree of Divorce, the parties will cooperate in closing said account.

17. **Retirement Accounts.** The parties have acquired interests in the following retirement accounts, and/or stocks.

a. **Shayne's Retirement Accounts.** Shayne's combined retirement accounts have an approximate value of One Hundred Thirty Thousand Dollars (\$130,000).

b. Kathleen's Retirement Accounts. Kathleen's combined retirement accounts have an approximate value of One Hundred Thirty Eight Thousand Dollars (\$138,000). She also inherited an IRA from her mother's estate.

18. Each party will be awarded their retirement accounts, IRA's, and/or stocks in their respective names free of any claim by the other party.

19. **Other Financial Accounts.** If there are any other financial accounts, each party will be awarded said financial accounts in their respective names.

20. **Business Interests and Intellectual Property.** The parties have an interest in My Health & Fitness SVCS, LLC ("LLC") as well as intellectual property rights associated with the LLC.

21. Shayne will be awarded sole ownership of all right, title, and interest in and to the LLC including without limitation whether currently existing or hereafter arising from the business.

22. Shayne will be awarded all intellectual property rights created by or associated with the LLC, without limitation whether currently existing or hereafter arising from the business and associated intellectual property rights.

23. **Alimony.** Both parties are capable and supporting themselves and so alimony shall not be awarded to either party now or in the future.

24. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

25. **Attorney Fees and Costs.** Each party shall be ordered to pay one-half of Kathleen's attorney fees and costs.

26. **Default.** In the event either party defaults in his or her obligations contained herein, the party in default shall be liable to the other party for all reasonable expenses, including attorney's fees, incurred in the enforcement of said obligations.

****EXECUTED and ENTERED by the Court**

as indicated by the date and seal at the top of Page 1.**

NOTICE TO RESPONDENT AND CERTIFICATE OF SERVICE

You should please take notice that the undersigned, Attorney for Petitioner, should submit the foregoing **Decree of Divorce** to the Court for signature upon the expiration of seven (7) days plus an additional seven (7) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

It is hereby certified that copies of the same were emailed as follows on August 14, 2026:

Shayne D. Fisher
sent via email to shaynedfisher@gmail.com

/s/ Mary Ann Hansen