

Bernadette Elaine Philipbar
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Pro-Se Petitioner



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

FILED

SEP 23 2026

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

BERNADETTE ELAINE PHILIPBAR,

Petitioner,

v.

GLENN EDWARD PHILIPBAR,

Respondent.

DECREE OF DIVORCE

Case No: 264402384

Judge: Anthony Howell
Commissioner: Dustin Hardy

The Court, having reviewed the file and being familiar with the pleadings and other documents therein, having received and reviewed the parties' Stipulated Petition for Divorce, the Findings of Fact and Conclusions of Law previously entered, and being fully informed on the relevant issues, hereby finds and concludes as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Decree of Divorce. The parties are awarded a Decree of Divorce dissolving their marriage, the same to be final upon entry, on the ground of irreconcilable differences.
2. Children. The parties have three children together, none of whom are minors.
3. Real Property. The parties own the real property located at 4108 N. Fairfield Drive, Eagle Mountain, Utah ("the Property"). The parties agree that the fair market value of the Property is \$500,000.00. The Property is encumbered by a mortgage loan through Rocket Mortgage with an outstanding balance of \$297,612.60, which is solely in Glenn's name.
 - a. Based upon the agreed fair market value of the Property and the outstanding mortgage balance, the parties agree that the net equity in the Property is \$202,387.40.
 - b. Glenn shall be awarded the Property as his sole and separate property, together with all right, title, interest, and equity therein, subject to the existing mortgage and all obligations associated with the Property.
 - c. Bernadette shall be awarded one-half of the marital equity in the parties' real property in

- d. Glenn may satisfy this obligation through his Individual Retirement Account ("IRA"), his 401(k) retirement account, or a combination of the two.
- e. To the extent the payment is made from Glenn's IRA, the parties shall cooperate in completing all documents necessary to effectuate a direct trustee-to-trustee transfer incident to divorce into an IRA maintained by Bernadette.
- f. To the extent the payment is made from Glenn's 401(k), the parties shall cooperate in the preparation, entry, and submission of a Qualified Domestic Relations Order ("QDRO") or other documents required by the plan administrator to transfer the awarded amount to Bernadette.
- g. Upon completion of retirement account transfers totaling \$101,193.70. Glenn's obligation to Bernadette for her share of the equity in the marital residence shall be deemed fully satisfied.
- h. Glenn shall be solely responsible for the mortgage loan and all future mortgage payments, property taxes, homeowner's insurance, maintenance, and all other expenses associated with the Property and shall indemnify and hold Bernadette harmless therefrom.

4. Quitclaim Deeds and Titles. If necessary, Petition and Respondent shall sign and cooperate as necessary any deeds and/titles necessary for the execution of the agreement listed herein.

5. Personal Property. During the course of the marriage, the parties acquired personal property that shall be distributed as the parties can agree. The property shall be distributed such that the person receiving the item shall be responsible for any debt associated with the item. They request that this Court confirm the division of personal property as currently divided.

a. Bernadette shall be awarded the following items or personal property:

- i. All the contents of her bedroom and her spare room;
- ii. All home decorations, decorative accessories, wall art, seasonal decorations, and similar decorative items;
- iii. All family photographs, photo albums, and original family documents and records. Upon Glenn's request, Bernadette shall provide Glenn with copies of any family photographs, albums, documents, records, or other items of mutual interest within thirty (30) days of the request;
- iv. Backyard decorations;
- v. E-bike;

- vii. All family heirlooms, including heirlooms belonging to or passed down through her family;
- viii. Her firearm, together with any associated accessories;
- ix. Cordless Dyson Vacuum;
- x. KitchenAid and other desired cooking/baking equipment;
- xi. Penelope.

b. Glenn shall be awarded the following items or personal property:

- xii. Contents of the master bedroom and master bedroom furniture;
- xiii. Contents of the reloading room;
- xiv. The downstairs television and Roku soundbar;
- xv. E-bike;
- xvi. Gun safe;
- xvii. Firearms;
- xviii. Backyard and home furniture;
- xix. Tools and toolboxes;
- xx. Remaining Kitchenware;
- xxi. Yard care tools and equipment;

6. Vehicles. The parties shall each be awarded the vehicles as follows:

a. Bernadette:

- i. The 2021 Hyundai Palisade. Bernadette shall assume all payment obligations for this vehicle.

b. Glenn:

- i. The 2019 Ford F-350.

7. Recreational Vehicles. Glenn is awarded the following recreational vehicles and trailers.

- i. 2018 Jayco Eagle 29-foot fifth-wheel (gooseneck)
- ii. Polaris General Side-by-Side
- iii. Trailer
- iv. Glenn shall be solely responsible for all registration fees, insurance, taxes, maintenance, repairs, and any other expenses associated with the foregoing property and shall indemnify and hold Bernadette harmless from any liability arising therefrom.

8. Alimony. The parties are each capable of taking care of themselves, and neither party shall be awarded alimony now or in the future.

9. Financial Accounts. Glenn shall be awarded the joint account at Chase ending x7365 as of today's date. Bernadette shall cooperate to remove her name from said account within fourteen (14) days of August 4th, 2026, or by August 18, 2026. Any remaining joint accounts shall be promptly closed, and each party shall be awarded one-half of the funds therein. Each party shall be awarded such accounts titled in his/her name, free from any claim of the other.

10. Medical, Dental, and Other Healthcare Expenses. Each party shall be solely responsible for maintaining his or her own medical, dental, vision, and other healthcare coverage.

11. Vehicle Insurance. Bernadette shall remain covered under the parties' existing Progressive automobile insurance policy until the loan on the 2021 Hyundai Palisade has been paid in full. Upon satisfaction of the loan, Bernadette shall obtain and maintain her own automobile insurance policy in her sole name. While Bernadette remains covered under the Progressive policy, she shall reimburse Glenn for her portion of the insurance premium on or before the fifteenth (15th) day of each month. Except as otherwise provided herein, each party shall be solely responsible for all insurance premiums, loan payments, maintenance, repairs, registration, taxes, and all other costs associated with the vehicle awarded to that party under this Decree.

12. Cell Phones. Each party shall be solely responsible for their own cellular telephone service and all associated costs and expenses. Bernadette shall remain responsible for the existing T-Mobile cellular plan, which includes coverage for the parties' adult child. Glenn shall obtain a separate cellular telephone plan in his own name within thirty (30) days of entry of this Decree and shall thereafter be solely responsible for all costs associated with his cellular service.

13. Debts.

- a. The parties shall pay any and all separate debts accrued in their own names.
- b. Neither party shall incur any additional liability on joint credit cards.
- c. Bernadette shall immediately cease using any of Glenn's credit cards upon which she is currently listed as an additional account holder, and Bernadette shall be removed as a cardholder.
- d. The parties are aware of no other joint debts not otherwise addressed in this Stipulation. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall

- e. be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- f. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
- g. Once the joint debts are paid in full, they shall be closed.
- h. Bernadette shall be responsible for any credit card or other debit in her name.
- i. Glenn shall be responsible for any credit card or other debit in his name.
- j. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- k. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

14. Retirement Accounts. The parties have retirement accounts that include, but may not be limited to, Glenn's Fidelity Investments 401(k) and Fidelity Individual Retirement Account ("IRA"), and Bernadette's Computershare EquatePlus 401(k) retirement account and Fidelity Individual Retirement Account ("IRA"). For purposes of division under this Decree, the marital portions of the retirement accounts shall be valued as of the date the Decree is signed by the Court.

- a. **Bernadette's Retirement Accounts.** Bernadette shall retain her Computershare EquatePlus 401(k) retirement account and her Fidelity IRA as her sole and separate property, free and clear of any claim by Glenn.
- b. **Satisfaction of Bernadette's Home-Equity Award.** As set forth more fully in the Marital Property section of this Decree, Bernadette is awarded \$101,193.70 as her share of the equity in the marital residence. Glenn shall satisfy this obligation through a transfer of retirement assets from Glenn's Fidelity IRA, Glenn's 401(k), or a combination of those accounts. The transfer of the home-equity award shall occur before the remaining marital portion of Glenn's retirement accounts is divided between the parties.
- c. **Division of Glenn's Remaining Retirement Assets.** After Bernadette's home-equity

Glenn's Fidelity IRA and 401(k) shall be divided equally between Glenn and Bernadette, with each party receiving fifty percent (50%) of the remaining marital retirement assets.

For the avoidance of doubt, the retirement assets transferred to Bernadette in satisfaction of her home-equity award are separate from and in addition to Bernadette's fifty percent (50%) share of the retirement assets remaining after satisfaction of the home-equity obligation. The home-equity payment shall not be deducted from, credited against, or otherwise reduce Bernadette's fifty percent (50%) share of the remaining retirement assets.

- d. **Documentation, QDRO Preparation, and Costs.** The parties shall timely cooperate and execute all documents reasonably necessary to effectuate the transfers and division contemplated by this section, including any trustee-to-trustee transfer documents required for Glenn's Fidelity IRA and any Qualified Domestic Relations Order ("QDRO") required for Glenn's 401(k). To the extent a QDRO is required, the parties shall retain a qualified attorney or other qualified professional to prepare the necessary QDRO, and Glenn and Bernadette shall each be responsible for fifty percent (50%) of the reasonable costs and fees associated with its preparation and processing.

15. Taxes. The parties shall file their 2026 taxes separately.

16. Tax Liability. The parties acknowledge an outstanding federal income tax liability in the amount of \$11,085.73, incurred for the 2024 tax year. The parties further acknowledge that their 2025 federal and state income tax returns have not yet been filed and that additional tax liability will be incurred as a result of those filings.

- i. A payment plan is currently in place with the Internal Revenue Service requiring monthly payments of \$531.00.
- ii. The parties agree to equally share the tax debt, with the \$531.00 payment continuing to be deducted from the Chase joint checking account each month.
- iii. Bernadette shall pay Glenn her half of the monthly tax payment by shall the 15th of each month in the amount of \$265.50
- iv. Both parties shall continue to equally share their payment plan obligation after any additional tax liability arising from the filing of their 2025 income tax returns is added to the existing payment plan.

17. Maiden Name. Bernadette shall be entitled to change her surname back to her original maiden surname of Bernadette Elaine Baca, if she so desires.

18. Last Will & Testament. The parties shall cooperate in whatever manner necessary to dissolve the Philipbar Family Will and transfer all assets outlined herein.

19. Legal Fees. Both parties shall pay their own legal fees in this matter.

20. Fair Settlement Disclosure. Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms voluntarily and of his or her own free will, and that he or she does so free from any undue influence, threat, or duress.

CONCLUSIONS OF LAW

1. This Court has jurisdiction over the parties and the subject matter of this action.

2. The parties are entitled to a Decree of Divorce on the grounds of irreconcilable differences, to become final upon entry

3. The proposed Decree of Divorce incorporates the parties' Stipulation and should be entered by the Court.

IT IS SO ORDERED.

-END OF ORDER-

**EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING**

APPROVED AS TO FORM

DATED this 31st day of August, 2026, as RTF.

/s/ Glenn E. Philipbar (Signed w/Permission)

Glenn Edward Philipbar

Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of September, 2026, a true and correct copy of the foregoing document was filed with the Court and served by the method indicated below, to the following:

Glenn Edward Philipbar
4108 N. Fairfield Dr.
Eagle Mountain, UT 84005
philipbarglenn@gmail.com

- ☐ U.S. Mail, Postage Prepaid
- ☐ Hand Delivered
- ☒ Email
- ☐ Overnight Mail
- ☐ Facsimile
- ☐ Greenfiling

/s/ Bernadette Philipbar —