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Attorneys for Elizabeth Ruth Bissereth – Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR DAVIS COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: ELIZABETH RUTH BISSERETH, <i>Petitioner,</i> and JUNIOR BISSERETH, <i>Respondent.</i>	DECREE OF DIVORCE Case No.: 264700599 Judge: Michael DiReda Commissioner: Julie Winkler

The parties, Petitioner, Elizabeth Ruth Bissereth (“Elizabeth”), by and through her counsel of record, Rebecca Haws Dustin, and Respondent, Junior Bissereth (“Junior”), acting *pro se*, entered into a *Settlement Agreement* that was filed with the Court on July 28, 2026. The Court, having reviewed and accepted the parties’ *Settlement Agreement*, reviewed the files herein, being otherwise duly advised, and having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED, AND DECREED

1. Elizabeth is a bona fide resident of Davis County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.

2. Junior is a bona fide resident of Utah County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.

3. Elizabeth and Junior were married on February 21, 2025, in the State of Utah, and are presently married.

4. During marriage, the parties experienced difficulties, expressed by word and/or conduct, that the original purpose of the marriage is no longer being pursued, preventing the parties from pursuing a viable marriage relationship and rendering continuation of the marriage undesirable and impossible, and the same irreconcilable differences being sufficient grounds for divorce pursuant to Utah Code Ann. § 81-4-405(1)(h).

5. The parties' attempts at reconciliation have been unsuccessful and no expectation exists that the parties will ever resume a meaningful marital relationship in the future.

6. The parties share no minor children and none are expected.

7. The parties separated on or around January 7, 2026.

MARITAL AND SEPARATE PERSONAL PROPERTY

8. During the marriage, the parties acquired certain items of personal property. Each party shall retain the personal property in his or her possession free and clear of any claim of the other party.

9. Both parties shall be allowed to keep the personal property items that they brought with them into the marriage, and/or the items the parties received as gifts from family members and each other, consistent with Utah law.

10. Each party shall return to the other party all original personal documents belonging to that party, including but not limited to identification documents, passports, birth certificates, social security cards, financial records, religious records, and any other personal records, whether in hard copy or electronic format. Petitioner shall specifically provide Respondent a physical copy of the parties' Marriage Certificate and tax returns. Neither party shall retain copies, whether physical or electronic, of such documents belonging to the other party. All documents shall be returned/provided within thirty (30) days of entry of the *Decree of Divorce*.

11. All property and all property rights which may be vested in either party because of family inheritance, trusts, or similar sources are awarded solely to the party from whose family it came, according to Utah law.

VEHICLES

12. The parties own multiple vehicles, which shall be divided as follows:

- a. Junior shall retain ownership of the 2020 Kia Sportage, free and clear of any claim of interest by Elizabeth. Junior shall refinance this vehicle within ninety (90) days of the signing of the *Settlement Agreement* and remove Elizabeth from the loan.
- b. Elizabeth shall retain ownership of the 2021 Hyundai Tucson, free and clear of any claim of interest by Junior.

13. Each party is responsible for any debt, insurance, registration fees, taxes, gas, repairs, and general maintenance associated with their respective vehicle(s), and shall be removed from any responsibility for the same on the vehicle awarded to the other.

14. If Junior fails to refinance within 90 days as determined above, the vehicle shall be listed within seven (7) days with a licensed dealership or online marketplace at fair market value, supported by at least one third-party valuation (e.g. KBB or NADA). Junior shall provide proof of listing to Elizabeth within 48 hours, via email. Any bona fide offer within 90% of listed fair market value shall not be unreasonably rejected and shall be communicated to Elizabeth, via email, within 24 hours of the offer. If Junior fails to accept such offer, Elizabeth may seek court intervention, including an order compelling sale. The vehicle shall be sold within thirty (30) days of listing unless otherwise agreed in writing. Upon sale, Elizabeth shall first be reimbursed in full for any payments she made to prevent default, lapse, or penalty, with the remaining net proceeds divided equally between the parties. If the proceeds from the sale are insufficient to cover the loan balance, the entire proceeds will be put towards the loan balance and Junior will be responsible for any remaining deficit.

15. If the vehicle(s) are titled jointly, each party shall cooperate in signing over the title to the other party within ten (10) days of the entry of the *Decree of Divorce*, or if there is a lienholder, when the loan is refinanced or retired.

BANK ACCOUNTS, INVESTMENT, OR RETIREMENT ACCOUNTS

16. During the marriage, the parties acquired profit sharing, stock options, bonuses, investment, retirement and/or pension accounts; these accounts have been divided in a fair and

equitable manner. Each party shall keep the accounts currently in their own name and no further division is necessary.

17. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts.

REAL PROPERTY

18. The parties have no real property subject to division in this matter.

DEBTS AND OBLIGATIONS

19. During the marriage, the parties incurred debts and obligations. Respondent shall take sole responsibility for the loan on the car awarded to him, and hold Petitioner harmless thereon. Petitioner shall take full responsibility for the AFCU credit card in both parties' names, and hold Respondent harmless thereon, and remove Respondent's name from the account with ten (10) days of the entry of the Decree.

20. Any debts incurred by a party for their own benefit or to further the benefit of a third party shall be the sole responsibility of the party who incurred the debt, unless otherwise equitable under Utah law.

21. Junior is solely responsible for all debt incurred as a result of his Emergency Room visit on or about March 8, 2026.

22. Each party is solely responsible for any other outstanding or future medical debts incurred in their care or treatment.

23. Each party is obligated to assume any and all debts and obligations incurred in their own names after the parties' date of separation.

24. If either party has incurred or maintains any debts or obligations in the other party's name, that party shall immediately satisfy and terminate such debt. The party who incurred or maintains the debt shall be solely responsible for all amounts due and shall indemnify and hold the other party harmless from any liability associated therewith.

25. Pursuant to Utah Code Ann. §§ 15-4-6.5, 81-3-105, and 81-4-501, the parties shall provide a copy of their final *Decree of Divorce* to all joint creditors for any outstanding obligations that are included in their Decree.

26. Within ten (10) days of entry of the Decree, each party shall remove the other as an authorized user on any credit card or revolving account in their name. Each party shall indemnify and hold the other harmless from any charges incurred on such accounts after the date of separation.

27. Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the *Decree of Divorce* to each creditor they are not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party; and
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract and inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt, unless the creditor has first made a demand for payment on the party not required to pay the debt.

ALIMONY

28. Both parties are capable of supporting themselves and meeting their reasonable financial needs independently. Therefore, neither party is entitled to an award of alimony now or in the future.

RESTRAINING ORDERS

29. Both parties are restrained from threatening, harassing, bothering, or harming the other party at their respective homes, places of employment, or future place(s) of employment.

30. Both parties are restrained from going to the residence of the other party.

31. Neither party shall attend the other party's home ward. In the event either party happens to be at another ward the other is attending, the parties shall avoid approaching each other. Neither party shall attend the others place of worship for the purpose of initiating contact, harassing, monitoring, or interfering with the other party.

32. Each party is restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on a joint account. Both parties are restrained from using the other party's likeness or image on social media, online, or take credit out in the other party's name.

33. The parties are restrained from harassing each other by making or sending harassing, excessive and/or derogatory phone calls, text messages, or emails. Excessive contact includes repeated or unwanted communication after a clear request to cease contact, use of alternative numbers or accounts to circumvent blocking, any contact via social media accounts or social media posts, or any communication intended to harass, intimidate, or control. A violation

of this provision may subject the offending party to sanctions, including a finding of contempt of court. Nothing herein limits a party's ability to seek relief under applicable Utah law, including protective orders or stalking injunctions pursuant to Utah Code Ann §§ 78B-7- 601 (et al) or 78B7-701 (et al).

MISCELLANEOUS

34. Elizabeth shall be restored to her former/maiden name, Elizabeth Ruth Drinkall, if she so desires.

35. No dispute arising from or related to the implementation of the *Settlement Agreement* shall be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of alternative dispute resolution. Both parties will pay their own fees associated with mediation.

36. If mediation is unsuccessful and either party is forced to bring an enforcement action before the Court, the prevailing party shall be awarded their reasonable attorney fees and costs.

37. Both parties shall cooperate in good faith in completing any required applications, providing necessary information and documentation, and participating in any required processes or proceedings to receive religious cancellation of the sealing of their marriage. Neither party shall unreasonably withhold consent to facilitate this religious cancellation.

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

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 via email on the 4th day of August 2026, to Junior Bissereth, Respondent. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall 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.

JR LAW GROUP, PLLC

/s/ Rebecca Haws Dustin

REBECCA HAWS DUSTIN
Attorney for Petitioner

APPROVED AS TO FORM:

/s/ Junior Bissereth

JUNIOR BISSERETH
Respondent Pro-Se
**Electronically signed by Rebecca Haws Dustin*
with permission from Junior Bissereth

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of August 2026, I caused a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to be served on each of the following by the method indicated below:

E-MAIL:

JUNIOR BISSERETH
Theonlyfox84@gmail.com
Respondent Pro-Se

JR LAW GROUP, PLLC

/s/ Alexander Guardado

ALEXANDER GUARDADO
Paralegal for JR Law Group