



Joseph W. Barber (#13039)
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Attorney for Petitioner, Joseph Vigil

**IN THE SECOND JUDICIAL DISTRICT COURT
OGDEN DEPARTMENT
WEBER COUNTY, STATE OF UTAH**

In the matter of the marriage of:

JOSEPH J. VIGIL
Petitioner

and

PETRA W. VIGIL
Respondent

DECREE OF DIVORCE

Civil No 264700593

Judge David J. Williams

Commissioner Julie Winkler

On April 29, 2026, Petitioner, Joseph J. Vigil (“**Joseph**”), filed a Verified Petition for Decree of Divorce (“**Petition**”) in the above referenced Court. On May 21, 2026, Respondent, Petra W. Vigil (“**Petra**”), filed an Answer (“**Answer**”). The parties have been able to reach an agreement to resolve all issues related to the Petition as evidenced by that certain Settlement Agreement (“**Agreement**”) executed by the parties and filed with the Court.

The Court, having reviewed the Agreement, and being familiar with the papers and pleadings on file herein, hereby ORDERS AND DECREES as follows:

The parties have experienced irreconcilable differences during their marriage and are hereby granted a Decree of Divorce, subject to the following provisions:

PERSONAL PROPERTY

1. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources is awarded to the party from whose family it came.
2. During the course of the marriage relationship, the Parties acquired certain items of personal property. Each Party is awarded the personal property in his or her own possession and control, free and clear from any claim by the other Party.

DEBTS AND OBLIGATIONS

3. Each party is solely responsible for any debts incurred in his or her individual name prior to the marriage and after the date of separation, and shall indemnify and hold the other party harmless therefrom.
4. Except as otherwise specifically provided herein, each party is responsible for debts incurred in his or her name during the marriage and shall indemnify and hold the other party harmless therefrom.
5. Each party shall indemnify and hold the other party harmless from any and all debts allocated to him or her pursuant to this Agreement and any Decree entered pursuant hereto.
6. Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.
7. Pursuant to Utah Code the parties shall notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current

addresses.

REAL PROPERTY

8. Petra is awarded all right, title, and interest in and to the real property located at 3050 West 5663 South, Roy, Utah 84067 (the “**Marital Property**”), together with all equity therein, if any.

9. Petra is solely responsible for any and all mortgages, deeds of trust, liens, taxes, insurance, utilities, and any other obligations associated with the Marital Property, whether incurred before, during, or after the parties’ separation.

10. Petra shall indemnify, defend, and hold Joseph harmless from any and all claims, liabilities, damages, costs, and expenses (including reasonable attorney’s fees) arising out of or related to the Marital Property or any obligation secured thereby, including any claim by a lender, creditor, or third party.

11. To the extent Joseph is currently or may hereafter be identified as an obligor, borrower, guarantor, or otherwise liable on any obligation related to the Marital Property, Petra shall take all actions reasonably necessary to remove Joseph from such obligation, or otherwise satisfy such obligation, within a reasonable time.

ALIMONY

12. Each party is capable of providing for his or her own needs and no alimony shall be awarded to either party.

RETIREMENT AND FINANCIAL ACCOUNTS

13. Joseph earned and accrued his military retirement benefits and related entitlements prior to the parties' marriage. Accordingly, such benefits constitute Joseph's separate, premarital property.

14. Joseph is awarded all right, title, and interest in and to his military retirement benefits, including but not limited to any pension, retirement pay, Thrift Savings Plan (if applicable), disability benefits, and any other military-related financial benefits, free and clear of any claim by Petra. Petra expressly waives any and all claims to such benefits.

15. Except as otherwise provided herein, each party is awarded all retirement, pension, 401(k), IRA, investment, and financial accounts held in his or her individual name, free and clear of any claim by the other party, and each party waives any interest in the other party's accounts, whether presently known or hereafter discovered.

BUSINESS INTERESTS

16. Petra shall be awarded all right, title, and interest in and to the business known as Petra's Backstubchen, LLC, together with all assets, accounts, goodwill, and liabilities associated therewith.

17. Petra is solely responsible for any and all debts, obligations, and liabilities associated with said business, whether incurred before, during, or after the parties' separation.

18. Petra shall indemnify, defend, and hold Joseph harmless from any and all claims, demands, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to the business, including but not limited to any claims by creditors, vendors, employees, governmental entities, third parties, or taxing authorities.

MUTUAL RESTRAINING ORDERS

19. Neither party shall make any denigrating nor derogatory remarks about the other party directly to the other party, on social media or to third parties.

20. Neither party shall be allowed to commit, try to commit or threaten to commit any form of violence or abuse to the other party, or the other party's family members or relatives. This includes, but is not limited to, stalking, harassing, threatening, physically hurting, intimidation, emotional and verbal or causing any other form of abuse.

MISCELLANEOUS

21. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their decree. Should a party fail to execute a document within sixty (60) days of the entry of their decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

22. Petra shall be restored to her maiden name Petra Lauxen, as she desires.

23. Each party shall pay their own attorney's fees.

* Judge's Electronic Signature, date of entry and Seal of the Court are located in the top right-hand corner of the first page of this Order.

-----End of Order-----

APPROVED AS TO FORM:

/s/ F. Kim Walpole

F. Kim Walpole

Attorney for Respondent

Date: August 13, 2026

(signed by Joseph Barber with permission
from F. Kim Walpole via email and original on file)

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above Divorce Decree was served upon the parties below on August 13, 2026, in accordance with Rule 5 of the Utah Rules of Civil Procedure:

F. Kim Walpole
Attorney for Respondent
Via efiling

/s/ Jessica Cartagena
Jessica Cartagena
Paralegal