



1F. Kevin Bond (5039)
Harpreet Kaur (15876)
BOND & CALL, L.C.
8 East Broadway, Suite 720
Salt Lake City, Utah 84111
Telephone (801) 521-8900
Facsimile (801) 521-9700
Email kbond@bondcall-law.com
Email hp@bondcall-law.com

*Attorneys for Petitioner
Susan Burkley*

IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE DEPT. IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
IN THE MATTER OF THE MARRIAGE OF SUSAN BURKLEY, Petitioner, and KENNETH R. BARRETT, Respondent.	DECREE OF ANNULMENT Case No.: 264904215 Judge: Laura Scott Comm.: Russell Minas

2THE ABOVE-ENTITLED MATTER, having been submitted by Affidavit, the Honorable Judge Laura Scott presiding. The Respondent previously executed an *Acceptance of Service, Appearance, Waiver and Consent*, consenting to an entry of judgment by default, and the default of Respondent duly entered according to law. The Court, having entered its Findings of Fact and Conclusions of Law, reviewed the record, and being fully advised in the premises and for good cause appearing, hereby ORDERS, ADJUDGES, and DECREES, as follows:

JURISDICTION

1. The Petitioner is a resident of Salt Lake County, State of Utah.

2. The Respondent is a resident of Salt Lake County, State of Utah, and has been for three (3) months immediately preceding the filing of this action.

3. Petitioner and Respondent were married on May 26, 2026, in Georgetown, Williamson County, State of Texas. The parties are presently residing in the same house.

GROUND

4. Prior to the marriage, Respondent knowingly concealed and/or misrepresented material facts concerning his health and financial condition. Those facts were material to Petitioner's decision to enter into the marriage, and Petitioner would not have entered into the marriage had she known the truth. There is no sharing of love and affection and no sexual relations between the parties.

5. Respondent's concealment and/or misrepresentation goes to the essence of the parties' marriage and directly affects the marriage relationship. The concealment and/or misrepresentation goes to the present facts of the marriage, and is material to such a degree that had Petitioner known of the actual facts, she would not have consented to the marriage. Accordingly, the foregoing concealment and/or material misrepresentation constitutes fraud going to the essence of the marriage and grounds at common law for annulment under U.C.A. § 81-4-302(2). Therefore, Petitioner is granted a Decree of Annulment and the marriage is declared null and void from the date of the marriage.

CHILDREN

6. No children have been born as a result of the parties' relationship and none are expected.

PERSONAL PROPERTY

7. Each party shall be awarded any and all vehicle(s) in his/her respective name, assuming any loan(s) and holding the other party harmless thereon.

8. Any premarital property shall be awarded to the party that acquired said property prior to the marriage.

REAL PROPERTY

9. There is no real property at issue.

DEBTS AND OBLIGATIONS

10. Each party shall be responsible for any and all debt incurred in their respective name, indemnifying and holding the other party harmless thereon.

FINANCIAL ASSETS

11. Each party shall be awarded his/her respective financial assets, free from any claim from the other party. The parties do not have any joint accounts.

RETIREMENT

12. Each party shall be awarded his/her respective retirement accounts, free from any claim from the other party.

EXECUTION OF DOCUMENTS

13. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the Decree of Annulment. In the event a party fails to execute a document within sixty (60) days of the entry of the Decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Utah Rule of Civil

Procedure 70. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

MODIFICATION

14. Prior to the modification of any provision of the final Decree of Annulment, the parties shall attempt to resolve the issue through mediation before seeking the Court's assistance.

ATTORNEY'S FEES

15. Each party shall be responsible for their respective attorney's fees and costs if this matter is uncontested; otherwise, Respondent shall be responsible for the Petitioner's attorney's fees and costs.

--- END OF ORDER ---

In accordance with the Utah State District Courts' eFiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the Court's seal and the date the Order was executed by the Court.

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of August, 2026, I sent a true and correct copy of the foregoing **DECREE OF ANNULMENT** to the following using the method indicated:

Kenneth R. Barrett
12243 S. Draper Gate Dr., 104
Draper, Utah 84020

☐ via U.S. Mail
☐ via hand delivery
☐ via facsimile transmission
☒ via attachment to email
☐ via E-Filing

/s/ Harpreet Kaur