



BEAN & MICKEN
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IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH

In the Matter of the Marriage of: DIANA JEAN VIER, Petitioner, vs. ALLEN PATRICK VIER, Respondent.	<u>DECREE OF SEPARATE MAINTENANCE</u> Case No. 264900232 Judge H. Craig Hall Comm. Brandon J. Richards
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Petitioner, DIANA J. VIER, by and through her counsel of record, Emilie A. Bean, hereby submits the following Decree of Separate Maintenance, based on evidence provided in support thereof by Declaration as set forth in Utah Code Ann §81-4-406(1)(a) (2024). The Court, having received the Declaration of Petitioner, and the signed Stipulation and Property Settlement Agreement for Separate Maintenance executed by the parties, and now being fully advised in the premises and having heretofore made and entered its Findings of Fact and Conclusions of Law, does hereby ORDER, ADJUDGE, and DECREE as follows:

SEPARATE MAINTENANCE

1. The parties agreed that Petitioner will be awarded a Decree of Separate Maintenance

from Respondent upon the ground of without fault, the parties are living separate and apart and there is a need for the court to allot, assign, set apart and decree alimony, the use of the real and personal estate or earnings of the parties.

2. The Respondent has acknowledged service of the Petition for Separate Maintenance upon him and has agreed that his default may be entered by the court based only upon the provisions herein.

INSURANCE

3. Each party independently qualified for Medicare. The Respondent is in need of Medicaid which he will apply to receive upon entry of the Decree of Separate Maintenance. Each party is responsible for his or her own premiums for Medicare/Medicaid.

4. Each party will be responsible for his or her own out of pocket medical expenses will not obligation on the part of the other party.

PROPERTY DISTRIBUTION

5. The parties have agreed that all personal property acquired during the marriage should be awarded as follows:

A. Petitioner should be awarded as her sole and separate property:

(1) 2008 Pontiac Grand Prix;

(2) Her own patent and book rights;

(3) All personal property currently in her possession as it is constituted at the time this agreement is executed.

B. Respondent should be awarded as his sole and separate property:

(1) 1997 Ford F-150;

- (2) His music rights;
- (3) His tools and equipment;
- (4) All personal property currently in his possession as it is constituted at the time this agreement is executed.

DEBT ALLOCATION

6. The parties agree to the following distribution of the marital debts:

A. Petitioner will be responsible and will indemnify and hold Respondent harmless for all debts and obligations incurred by her individually or since the parties' separation or which may be unknown to Respondent.

B. Respondent will be responsible and will indemnify and hold Petitioner harmless for the following:

- (1) Goldenwest VISA;
- (2) His medical bills;
- (3) His storage unit;
- (4) All debts and obligations incurred by him individually or since the separation or which may be unknown to Petitioner.

7. Both parties will notify all creditors regarding the division of debts, assignment of payment liabilities and the name and current address of both parties.

8. **Notice to Creditors:** Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5, and 81-4-501 (2024), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

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

- a. Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party;
- c. Inform that 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 also 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 who is not required to pay the debt.

9. The parties intend that the debt distribution will be the final settlement regardless of the potential of a future divorce action. Each party will indemnify and hold the other harmless for any debt incurred after the execution of this agreement.

The debt distribution herein is a final settlement that will be incorporated into a Decree of Divorce should either party seek a divorce.

TAXES

10. Because the parties are not divorced, they will have the option to file jointly in future years. Both parties must agree to a joint filing. If the parties choose to file jointly, they will be responsible for any obligation based on his or her percent of the income, however, the Petitioner will be entitled to any tax return.

RETIREMENT

11. Neither party has accumulated retirement during the marriage.

ALIMONY

12. The Respondent will pay to the Petitioner the sum of \$1125.00 as per month due on or about the 1st day of each month.

MISCELLANEOUS

13. Each party will pay his or her own attorney's fees and court costs incurred in pursuing this action.

14. Except as otherwise ordered by the court, each of the parties will, upon demand of the other party, after the entry of the Decree of Separate Maintenance, he or she will make, execute, acknowledge and deliver all deeds, transfers, assignments or further instruments and will do or cause to be done all other acts or things reasonably necessary or required by either of them to effectuate the intentions of the parties' Agreement and to assure to each of them, their transferees or assigns, the property described or referred to or hereby intended to be conveyed, transferred or assigned , and to confirm and assure title, possession and right hereto according to the provisions and intent of the Agreement.

15. Either party has the right to file for divorce at any time. Both parties understand that all property divisions, financial divisions, debt divisions and retirement divisions are permanent and will be incorporated into any future Decree of Divorce as herein written. Issues of custody, parent time, alimony and related matters are subject to further litigation if a divorce is filed by a party.

16. This document will remain in full force an effect, unless the parties reconcile and move back in together. If the parties reconcile, all divided property will be considered his or her separate interest brought back into the marriage. All child support and alimony will terminate.

**JUDICIAL SIGNATURE WILL ELECTRONICALLY
APPEAR AT TOP OF DOCUMENT**

Approved as to form:

/s/ A. Patrick Vier [Signature on File]

A. PATRICK VIER (04/01/26)

Respondent

CERTIFICATE OF DELIVERY

I hereby certify that on this 1st day of April, 2026, I delivered a true and correct copy of the foregoing DECREE OF SEPARATE MAINTENANCE to the following:

Via First-Class Mail, Postage Prepaid

Allen Patrick Vier

Respondent

4847 South 450 West

Washington Terrace, UT 84405

/s/ Sharon A. Newman