



Bryan Payne (Bar No. 20535)

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Attorney for Petitioner

In the District Court of Utah Second Judicial District Weber County Court Address 2525 Grant Ave., Ogden, UT 84401	
Kathleen Amy Hyrns Petitioner and Amy Michelle Barnes Respondent	DECREE OF DIVORCE 254900680 Case Number Camille Neider Judge Christina Wilson Commissioner (domestic cases)

Before the Court is the above-captioned matter. The Honorable Camille Neider is the presiding judge. Petitioner Kathleen Amy Hyrns is represented by Bryan Payne, Esq. Respondent Amy Michelle Barnes is represented by Travis Peterson, Esq. The Court previously entered Findings of Fact and Conclusions of Law in this matter. The Court, having reviewed the filings in this matter, and being otherwise fully advised, enters the following orders:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DIVORCE AND GROUNDS

1. The parties have experienced irreconcilable differences.

2. The Court orders a dissolution of the parties' marriage on grounds of irreconcilable differences.

NO MINOR CHILDREN

3. The parties have no minor children together.

DIVISION OF PERSONAL PROPERTY

4. Kathleen shall receive the following personal property entirely:

- a. Circular Saw
- b. Milwaukee drill
- c. Black and Yellow toolbox
- d. Smaller grey toolbox with screws
- e. Ryobi sanders and drill

5. Amy shall receive all concert memorabilia, which includes all zip-up jackets and all bandanas.

6. Except as otherwise provided herein, each party shall retain, as his or her sole and separate property, all personal property owned by that party prior to the marriage. The parties acknowledge that all such premarital personal property has already been divided to their mutual satisfaction, and each party shall retain the premarital personal property currently in his or her possession.

DIVISION OF ASSETS

7. Except for the retirement account transfer specifically set forth in Paragraph 12 of this Decree, each party shall retain, free and clear of any claim by the other, all bank accounts,

checking accounts, savings accounts, investment accounts, retirement accounts, brokerage accounts, and other financial accounts titled solely in that party's name, together with all funds contained therein.

DIVISION OF RETIREMENT ACCOUNTS & PENSION BENEFITS

8. Except for the transfer of retirement funds set forth in Paragraph 12 of this Decree, each party shall retain, as his or her sole and separate property, all retirement accounts, pensions, 401(k) plans, IRAs, Roth IRAs, and any other retirement or deferred compensation accounts titled in his or her name, together with all contributions, earnings, gains, and losses associated therewith. Each party waives any claim to the other party's retirement accounts except as expressly provided in this Decree

DIVISION OF REAL PROPERTY

9. The parties have agreed that the real property located at 957 E. 21st, Ogden, Utah 84401, shall be awarded to Amy. Kathleen shall execute a Quit Claim Deed conveying all of her right, title, and interest in the property to Amy. Amy shall execute any lender-required assumption documents, if applicable.

1. That Amy should assume all liability, debt and encumbrance associated with the home.

2. That Amy should hold harmless and indemnify Kathleen from any liability, debt and encumbrances associated with the home.

12. That in exchange for Kathleen signing as assumption form, giving Amy ownership and liability of the home, Amy will transfer \$44,397.77 from Amy's 401k retirement account to Kathleen's 401k retirement account. That Amy will make the transfer from Amy's 401k

retirement account to Kathleen's 401k retirement account within 30 days of the entry of the Decree of Divorce. That Kathleen shall provide Amy with all information reasonably necessary to effectuate the transfer within fourteen (14) days after the parties executed the Mediated Settlement Agreement on July 1, 2026.

1. Additionally, in exchange for Kathleen signing the assumption documents and conveying all of her interest in the home to Amy, Amy shall pay Kathleen the sum of **Thirty Thousand Dollars (\$30,000.00)** within **thirty-six (36) months** after entry of the Decree of Divorce. The Court hereby awards Kathleen a judgment against Amy in the amount of **\$30,000.00**, which shall constitute a lien against the real property located at **957 E. 21st, Ogden, Utah 84401**, upon recording a certified copy of this Decree or an Abstract of Judgment in the office of the Weber County Recorder. The lien shall remain in effect until the \$30,000.00 has been paid in full, together with any applicable statutory post-judgment interest if the obligation is not timely paid.

2. Within thirty (30) days after entry of the Decree, Amy shall execute any documents reasonably necessary to secure Kathleen's lien interest, including, if requested by Kathleen, a Trust Deed or other security instrument. Upon payment in full of the \$30,000.00, Kathleen shall promptly execute and record any documents necessary to release and satisfy the lien, including a Release of Trust Deed or Satisfaction of Judgment, as applicable, within sixty (60) days after receiving full payment.

DIVISION OF DEBTS

3. Except as otherwise specifically provided in this Decree, each party shall retain and be solely responsible for all debts, liabilities, and obligations incurred in his or her own name. Each

party shall indemnify, defend, and hold the other harmless from any claim, liability, collection action, attorney fees, costs, interest, penalties, or damages arising from those debts. Nothing in this Decree shall affect the rights of any creditor

ALIMONY

16. Neither party has requested an award of alimony, and the Court finds that an award of alimony is not appropriate. Accordingly, each party waives any claim for past, present, or future alimony from the other, and neither party shall be awarded alimony.

DIVISION OF BUSINESS ASSETS & DEBTS

17. The parties do not have any business assets or debts which are subject to division herein.

ATTORNEY'S FEES

18. Each party is responsible for her own attorney's fees and costs incurred herein.

19. A party who reasonably seeks assistance from the court to enforce a settlement agreement signed by the parties or orders issued by the court in this case and who substantially prevails shall be entitled to recover his or her attorney's fees and costs incurred in doing so.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT THE ORDERS OF THE COURT

20. Regarding documents necessary to implement the orders of the Court, the parties shall do, and abide by, the following:

a. Both parties shall sign and fully execute whatever documents are necessary for the implementation of orders of the Court.

b. If a party fails to execute a document within 60 days of the entry of the Court's order or 60 days of being requested to do so by the other party, whichever is later, the other party may

bring an Motion to Enforce Order before the Court 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.

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

JUDGE’S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

Approved by:

Dated: July 15, 2026

/s/Travis Peterson

Travis Peterson, Esq.

Representing Amy Michelle Barnes

Signed by Bryan Payne with permission of Travis Peterson, Esq.

RULE 7(j)(4) NOTICE

Notice is hereby given that, pursuant to Rule 7(j)(4) of the Utah Rules Civil Procedure, a party may object to the form of the proposed order by filing an objection within 7 days after this order is served upon them. If no objection is timely filed, this order will be submitted to the Court for signature.

Certificate of Service

I hereby certify that on July 15, 2026, I served this Order on the following person(s) by
the method, at the address, and on the date indicated below:

Travis Peterson, Esq. (Attorney for Respondent)
travis@porterlawfirm.com
Efiled

Dated: July 15, 2026

/s/ Bryan Payne
Bryan Payne, Esq.