

The Order of the Court is stated below:

Dated: June 17, 2025
11:58:31 PM

/s/ **KRAIG POWELL**
District Court Judge



AMBER McFEE (17532)

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Respondent's Attorney

IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO

UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of

JOHN ANTHONY BIERK,

Petitioner,

And

KIMBERLEY GAEL BIERK,

Respondent.

DECREE OF DIVORCE

Civil No. 254400466 DA

Judge: Kraig Powell

Commissioner: Marian Ito

Petitioner, John Anthony Bierk, pro se, and Respondent, Kimberley Gael Bierk, through her attorney, Amber McFee, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on 14 June 2025. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is hereby awarded a Decree of Divorce from Respondent, to become absolute and final upon entry by the Court.

2. The Decree of Divorce shall be construed as if the parties had jointly prepared the Decree and it shall be deemed their joint work product. Each and every provision of the Decree shall be construed as though the parties hereto participated equally in the drafting hereof; any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

3. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree which can be given effect without the invalid provision or application and to this end the provisions of the Decree are declared to be severable.

4. Children: The parties have no minor children in common. Respondent is not currently pregnant.

5. Real Property: During the course of the marriage, the parties acquired real property in the form of the marital residence located at 413 W 4100 N, Lehi, UT 84043. Respondent shall be permitted to sell the marital residence in accordance with the following provisions:

a. Any equity or loss resulting from the sale shall be divided equitably between the parties.

b. Petitioner shall reimburse Respondent \$20,000 out of his portion of the equity for the funds he removed from the Euro Pacific stock account for living expenses during the parties' separation.

c. Respondent shall continue to make mortgage payments on the marital residence in full and on time from Petitioner's pension until such time residence is sold or Respondent can assume the mortgage in her name only.

6. Vehicles: The parties shall divide their vehicles as follows:

a. Petitioner is awarded his 2005 Dodge Ram and his camper, free and clear of any claim from Respondent.

b. Respondent is awarded her Audi Q5, free and clear of any claim from Petitioner.

c. The parties are solely responsible for any repairs and maintenance for the vehicles that they are awarded.

d. Any indebtedness or encumbrances attached to any of the aforementioned vehicles shall be assumed by the party taking the vehicle.

e. The parties shall each maintain their own automobile coverage for their respective vehicles.

f. As the parties' children are now all adults and are in situations to pay for their own insurance, the parties shall remove their children from their automobile policies, if they so choose.

7. Pets: Respondent is awarded the parties' pets, free and clear of any claim from Petitioner.

8. Business Interests: The parties have not acquired any business interests.

9. Personal Property: During the course of and prior to the marriage, the parties acquired various items of personal property. The parties are awarded the items as follows:

a. Petitioner is awarded the belongings he has selected to furnish his new apartment and his personal documents (social security card, birth certificate, etc.).

b. Respondent is awarded all other items left in the marital home.

10. Petitioner's Financial Account: Petitioner shall retain the checking account ending in 5263.

11. Respondent's Financial Accounts: The following is ordered regarding financial accounts for Respondent:

a. Respondent shall retain and remove Petitioner from the following accounts, after the sale of the marital home:

i. Prime checking account ending in 5632,

ii. Spending Checking account ending in 6397.

b. All other marital accounts have already been closed by agreement of the Parties.

c. After the marital residence is sold, Respondent shall close all joint banking accounts held in trust per directions from Wells Fargo.

12. Respondent's Retirement Account: Respondent is awarded the entirety of her Euro Pacific Roth IRA, free and clear of any claim from Petitioner.

13. Retirement Accounts: The parties have certain retirement assets, which shall be divided equitably between the parties by shares not by dollar amounts per both party's financial advisor.

- a. Euro Pacific W5 account,
- b. Euro Pacific WC account,
- c. Euro Pacific GRBJ account,
- d. Euro Pacific G Bierk account,
- e. Euro Pacific WC account, and
- f. Euro Pacific Roth IRA account number U6741547.
- g. Respondent is awarded the entirety of her Euro Pacific Roth IRA account free and clear of any claim from Petitioner.

14. Bass Pro Shops Voya IRA: The parties have already liquidated and split the Voya IRA earned from Bass Pro Shops and any and all funds therein.

15. Alimony: Respondent is awarded alimony in the form of one-half of Petitioner's Social Security deposit and one-half of Petitioner's FERS annuity, including any yearly Cost of Living Adjustment (COLA).

- a. Petitioner shall provide Respondent notification and proof of his Social Security deposit amount if the amount changes.
- b. Petitioner's Social Security payment to Respondent shall cease when Respondent turns 62 years of age and can claim her own Social Security benefit.
- c. Respondent shall remain as survivor beneficiary on Petitioner's FERS annuity. Petitioner shall retain 50 percent Survivor Benefit Base, which was elected at retirement.
- d. Petitioner does not anticipate any refunds of employee contributions from FERS.

16. Federal Employees Retirement System (FERS): the employee net annuity payments from the Federal Employees Retirement System (FERS) shall go directly to the Wells Fargo Joint Trust account to cover the mortgage and utilities for the marital residence until the home is sold.

- a. After the marital residence is sold, the FERS annuity payments shall be divided equitably between the parties.
- b. Petitioner's payment of half of the FERS annuity to Respondent shall cease if Respondent remarries.

17. Once the home is sold, Respondent shall be awarded one half Petitioner's F.E.R.S. Retirement Benefit Plan, including therewith all future cost of living allowances, to be based upon a "self only annuity". Respondent shall also be awarded the maximum possible former spouse survivor annuity, which is understood to be up to fifty-five percent (55%). Each party's awarded share of the annuity will be reduced by one-half of the amount of the cost

associated with providing the former spouse survivor annuity. To ensure that Respondent is able to fully benefit from the awarded retirement, the Office of Professional Management ("OPM") shall be directed not to pay Petitioner a refund of the employee contributions, unless the parties shall agree in a formal writing to do otherwise.

- a. Respondent's share of Respondent's "self only annuity" shall be calculated without regard to any amounts that are withheld from Petitioner's annuity for any reason, including amounts for the purpose of providing a survivor annuity.
- b. Respondent shall begin receiving her share of Petitioner's retirement benefits as soon as administratively feasible after the date that the court's subsequent domestic relations order is approved as a Court Order Acceptable for Processing or on the date that Respondent is entitled to start receiving retirement benefits, if that date is later.
- c. In any month beginning from the date that Respondent is entitled to start receiving her portion of Petitioner's retirement benefits that the United States Office of Personnel Management does/did not pay Respondent's share to her, Petitioner shall immediately pay Respondent directly her share of his retirement pay.
- d. If Respondent dies before Petitioner, the United States Office of Personnel Management shall be directed to pay Respondent's share of Petitioner's retirement benefits to Petitioner's estate.
- e. Respondent shall be responsible for preparing the Court Order Acceptable for Processing (COAP) (which the parties acknowledge will not be worded exactly as set forth above, but will worded in such a way as to carry into effect these orders of the Court with regards to the division of this retirement, provide appropriate orders and to be an

'acceptable' order to the plan administrator) and any other necessary documents to carry into effect the order of the Court with regards to the division of this retirement. Upon request, Petitioner shall promptly cooperate and provide Respondent with whatever information and documents she needs to divide said retirement.

f. Petitioner shall be required to pay \$305.00 of Respondent's attorney fees and costs that she will incur to prepare and process the necessary court order for the division of said retirement.

18. Social Security: The following provisions shall apply regarding Social Security:

a. Petitioner's Social Security deposits shall be moved to his separate checking account effective April 1, 2025, for his living expenses.

b. Petitioner's Social Security deposits including any yearly Cost-of-Living Adjustment (COLA) shall be divided equally between the two parties after the divorce is final and shall be provided to Respondent no later than the 25th of each month.

19. Beneficiaries: Petitioner reserves the right to name beneficiaries of his half of the above retirement accounts awarded to him. Both parties agree with eventually awarding any remaining assets in their respective retirement accounts to the parties' adult children.

20. Health Insurance: Petitioner shall keep Respondent on his health insurance until such time as the divorce matter is completed, pursuant to the practice, procedure, and policy of the insurance carrier.

21. Life Insurance: Respondent shall remain as the beneficiary on Petitioner's life insurance until his death or until its expiration when Petitioner is 72. Petitioner shall pay

Respondent \$50.00 per month to keep the insurance current (the \$50 represents one half of the total monthly premium).

22. Debts: The debt shall be divided as follows:

- a. Petitioner shall be responsible for his REI Visa.
- b. Respondent shall be responsible for her Wells Fargo Credit Card.
- c. Each party shall be responsible for one-half of the remaining balance of the student loan for Sierra Bierk for Skin Science Institute and one-half of Brittany's Utah Valley University student loan.
- d. Each party shall be responsible for all other debts, including credit cards, medical debts, and payments, incurred in his or her own name, for his or her own treatment, unless otherwise designated herein.

23. Taxes: For the 2024 and 2025 tax years, the parties shall file in the manner that creates the highest mutual benefit and divide any refund or share any tax due equitably. Each party shall file separate tax returns for the 2026 tax year, et sequentes. If Parties cannot file married they shall consult with an accountant to work out the specifics regarding the capitol loss taken at the investment of the EuroPacific funds to find the most beneficial way to equalize the capitol loss yearly exemption. The accountant shall equalize the \$3000 per year exemption so that each party can take \$1,500 per year, if possible.

- a. In the event parties are no longer married at the end of the 2025 tax year, Petitioner shall be assigned the tax liability for withdrawing funds from the EuroPacific account, and Respondent shall be assigned tax items associated with the marital home.

24. Inheritance: Petitioner shall not make any claim to any inheritance from Virginia Ruth Rode.

25. Estate: An attorney other than their current counsel shall prepare new trusts for each party and, if necessary, update Respondent's living will.

a. Subject to the discretion of the estate planning attorney, a statement shall be incorporated into the parties' documents that the Bierk Family Trust shall become null and void at the time the marital home is sold.

26. Attorney's Fees and Costs: Each shall bear his or her own attorneys' fees.

27. Mutual Restraining Order: The parties agree to be bound by the following mutual restraining order:

a. The parties are mutually restrained from attempting, threatening, or committing domestic violence against the other party. This includes stalking, harassing, or physically harming the other party.

b. The parties are prohibited from entering the other party's place of residence without written permission.

c. Any communication between the parties shall be civil in nature and reasonable in time, length, and frequency.

d. The parties shall each refrain from swearing, name-calling, and otherwise employing derogatory language against the other party.

e. The parties are prohibited from discussing the other party on any form of social media or other public forum.

f. The parties are prohibited from accessing electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utility accounts, or medical accounts.

g. The parties are prohibited from distributing the other party's image or personal information.

h. The parties are prohibited from conducting any sort of transaction or making any type of agreement or contract in the other party's name.

28. Name Change: Should Respondent desire, she shall be restored to her maiden name of Bell.

29. Credit: The parties are mutually prohibited from using each other's likeness, picture, name, credit, or identification to obtain credit, open an account for any service, obtain any service, or for any other purpose.

30. Documents: The parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their forthcoming Decree of Divorce.

31. Effective Date: The Stipulation and Settlement Agreement becomes effective when signed by all parties.

CONCLUSIONS OF LAW

The Court concludes (1) Parties are subject to the jurisdiction of the Court as set out above under the Court's Findings of Fact, and (2) Parties are entitled to a Decree of Divorce consistent with the Court's Findings of Fact, which will become final upon entry of these Findings and Conclusions. The Court concludes that all other issues of dispute have been resolved pursuant to the above Findings of Fact.

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

APPROVED AS TO FORM:

/s/ John Anthony Bierk

John Anthony Bierk (signed with permission given via email on 6/16/25)

Petitioner pro se

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: PETITIONER

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 16 June 2025.

McFEE LAW, LLC

/s/ Amber McFee

Amber McFee

Respondent's Attorney

CERTIFICATE OF SERVICE

I hereby certify on 16 June 2025 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

John Anthony Bierk

Jbierk341@gmail.com

Petitioner, Pro Se

/s/ Melanie Cramer Manarite

Melanie Cramer Manarite

Lead Paralegal, McFee Law