

The Order of the Court is stated below:

Dated: February 14, 2022
10:26:27 AM

/s/ NOEL S. HYDE
District Court Judge



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

GLENN WESLEY YORK,

Petitioner,

DECREE OF DIVORCE

vs.

Case No:214900984

ROWENA LORENZA YORK,

Respondent.

Commissioner: Catherine Conklin

Judge: Noel S. Hyde

The Petitioner filed his Petition for Divorce on the 8th day of June, 2021. The Respondent filed her Answer on the 28th day of July, 2021. Both parties signed a Memorandum of Understanding on the 20th day of December, 2021. The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. The parties were for more than three (3) months prior to filing this action actual and bona fide residents of Weber County, State of Utah.
2. This Court has jurisdiction over the parties' claims pursuant to UTAH CODE ANN. § 78A-5-102 and UTAH CODE ANN. § 30-3-1.

GROUND

3. The parties were married on the 9th day of August, 1986, in San Diego City, San Diego County, State of California.
4. During the course of the marriage, the parties have encountered irreconcilable differences that have made the continuation of the marriage impossible.
5. As a result of the aforesaid grounds, the parties were separated on the 17th day of May, 2021.

CHILDREN

6. No children have been born as issue of this marriage, and no children are expected.

ALIMONY

7. Commencing with the month of January of 2022, Petitioner shall pay alimony to Respondent in the sum of \$1,205.00 per month, which he shall pay until Rowena commences receipt of her share of the UTA pension benefits. Alimony shall be paid in two (2) equal monthly installment payments of one-half (1/2) on or before the fifth of each month and on-half

(1/2) on or before the twentieth of each month. Alimony shall terminate upon Rowena's receipt of her share of the UTA pension benefits, upon the death of either party, or upon Rowena's re-marriage or co-habitation.

REAL PROPERTY

8. During the course of the marriage, the parties acquired real property located at 3349 Fowler Avenue in Ogden, Utah ("Property").

9. The Property shall be appraised by Jerry Webber no later than January 19, 2022. Both parties shall cooperate with the appraisal, sharing equally the cost of the appraisal. Once the appraisal is completed and a report issued, the property value per the appraisal shall establish the fair market value of the Property. Thereafter, the existing mortgage balance as of the date of the appraisal (or the closest date thereto) shall be subtracted from the fair market value of the Property, which figure shall establish the net equity in the property. This net equity figure shall be divided in half, with one-half (1/2) of the net equity awarded to Respondent as and for her share of the equity in the Property.

10. Within 90 days of the date of entry of the Decree of Divorce, Petitioner shall do a cash-out refinance of the Property in order to remove Respondent from the mortgage obligation and to pay to Respondent her share of the equity, as set forth above. In connection with this, the parties shall each be responsible for one-half of the reasonable costs of the refinance, with Respondent's share of the refinance costs to be deducted from her share of the equity.

11. Upon removal of Respondent from the mortgage loan and tendering to Respondent her share of the equity in the Property, Petitioner is awarded the Property as his sole and separate Property free and clear of any claim or interest of Respondent, and subject to all debt and

encumbrance thereon. In conjunction with this, Respondent shall execute the deed required by the lender in order to deed the Property to Petitioner in its entirety.

12. Should Petitioner fail to remove Respondent from the mortgage obligation and pay to Respondent her share of the equity in the Property in accordance with the deadlines as set forth above; then the Property shall be promptly listed for sale and promptly sold. In the event of a sale of the Property, the following provisions shall apply:

- a. The Property shall be placed/listed for sale with a mutually selected and agreed-upon realtor. Both parties must mutually agree to the listing price. All offers and/or counter-offers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.
- b. Upon the sale of the Property, the parties shall divide the net sales proceeds equally, with each party being entitled to one-half (1/2) of the net proceeds from the sale.
- c. Both parties shall exercise every reasonable and good faith effort to sell the Property and cooperate with the realtor in all respects in order to sell the Property in a timely fashion. Petitioner may continue to reside in the Property until it is sold, being solely responsible for the mortgage payment, all utilities and routine/regular upkeep and maintenance in connection with the Property.

TIMESHARE

13. During the course of the marriage, the parties acquired a timeshare with Global Discovery Vacations (“Timeshare”).

14. The Timeshare affords 2 weeks per year, plus the option to exercise additional times on unrented properties. There is no monthly payment on the Timeshare. There are dues annually, however the dues are only required to be paid in the event that the Timeshare is used during the annual term. The annual term goes from July to July each year. Outside of the dues for use of the Timeshare, the only other expenses are for the actual rental cost of the Timeshare for the dates of occupancy.

15. July 2021-2022 term: The annual dues have already been paid for this term. Petitioner has used one of the weeks. The remaining week is awarded to Respondent.

16. The July 2022-July 2023 term is awarded to Respondent, and the July 2023-July 2024 term is awarded to Petitioner, with the parties to alternate the terms on a yearly basis thereafter. Each party is solely responsible for dues (if any) and all costs incurred by them in connection with each year of use awarded to them. In connection with this, the parties shall keep and maintain the email account yorkglenn@ymail.com, solely for purposes of use and maintenance of the timeshare, with both parties to have access to this email account and access to the timeshare. The parties shall use the agreed-upon password (which is excluded from this document for privacy purposes, but was emailed to both counsel by the mediator), as the password for this email account, and for the timeshare account. Neither party may unilaterally change either the email or the password, and both parties must agree in writing to any such changes.

PERSONAL PROPERTY

17. Excluding items specifically identified in Paragraphs 18 and 19 below, no later than by February 18, 2022, the parties shall work cooperatively and in good faith in order to equitably divide items of personal property at the marital residence. In connection with this, if the parties

are unable to agree regarding any item, they shall return to mediation first, before going to Court, to attempt to resolve any such dispute(s) in good faith. The mediator shall be mutually agreed upon, with the parties to share equally the cost. In the event of a dispute or disagreement regarding any item of personal property, such a dispute or disagreement is a standalone issue and shall not form a basis to void or otherwise rescind any of the terms the global divorce settlement as set forth in the parties' signed Memorandum of Understanding.

18. Respondent is awarded the 2020 Kia Sorrento as her sole and separate property free and clear of any claim or interest of Petitioner. The parties shall cooperate in order to exchange and sign off on title(s) as necessary.

19. Petitioner is awarded the 2002 Nissan Maxima, 1991 Ford Ranger, freezer, washer/dryer, his grandmother's/mother's China, and his father's WWII tablecloth as his sole and separate property free and clear of any claim or interest of Respondent. The parties shall cooperate in order to exchange and sign off on title(s) as necessary.

FINANCIAL ACCOUNTS

20. The parties have no joint bank accounts.

21. Each party is awarded all financial institution accounts in their own names as their sole and separate property free and clear of any claim or interest of the other party.

DEBTS AND OBLIGATIONS

22. During the course of the marriage the parties acquired debts and obligations to third parties which should be divided as follows:

a. Petitioner:

- i. Sunwest (mortgage on real property identified in Paragraph 8 above)
- ii. Student loans

- iii. Discover credit card in Petitioner's name
- iv. Amazon account in Petitioner's name
- v. Lowe's (credit card)
- vi. Citi Diamond (credit card)
- vii. His own medical and dental expenses

b. Respondent:

- i. Goldenwest Credit Union Debt associated with the 2020 Kia Sorrento.

Within 30 days of receipt of her share of equity in the property (addressed at Paragraphs 8-12 above), Respondent will refinance this debt in order to remove Petitioner's name from the loans and from any liability on the obligation. In the event that she is unable to remove Petitioner from this debt within this time frame, then the vehicle shall be sold. Respondent shall be responsible to commence paying this monthly payment the month of January of 2022.

- ii. Discover credit card in Respondent's name.
- iii. Home Depot (credit card)
- iv. Amazon account in Respondent's name
- v. Chase credit card
- vi. Sears credit card
- vii. Prime Visa
- viii. Her own medical and dental expenses

23. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them in paragraph 22 above.

24. There is a Care Credit card, which neither party believe has any outstanding balance owed on it. No later than January 19, 2021, the parties shall cooperate in order to close this account. In the interim, neither party shall make any charges to the account. In the event that there is any balance owing on the account, then for any such transaction(s), the party who actually incurred the charge(s) shall be solely responsible for all charges incurred by them.

NOTICE TO CREDITORS

25. Pursuant to UTAH CODE ANN §§ 15-4-6.5, 30-2-5 and 30-3-5(1)(c) (1953 as amended), 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, each party should:

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

INSURANCE

26. Petitioner shall continue to maintain and pay the premiums for health insurance coverage for Respondent on his policy until entry of the Decree of Divorce. Once the Decree is entered, Respondent is responsible for her own health insurance coverage at her sole cost.

27. Each party is solely responsible for their own automobile insurance coverage at their own cost. The existing auto insurance policy shall be segregated as necessary and transferred to the appropriate party.

28. There are no whole life insurance policies with any cash value. Each party is awarded all life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment.

29. If either party owns a life insurance policy or an annuity contract, the Court, pursuant to UTAH CODE ANN. § 30-3-5(1)(e), should acknowledge that the owner of the policy (a) has reviewed and updated, where appropriate, the list of beneficiaries; (b) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (c) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

RETIREMENT AND PENSION RELATED ASSETS

30. During the course of the marriage, the parties acquired retirement and investments accounts.

31. Petitioner is awarded his Teamsters and Postal Service (OPM) pensions as his sole and separate property free and clear of any claim or interest of Respondent.

32. Respondent is awarded her URS pension as her sole and separate property free and clear of any claim or interest of Petitioner.

33. Respondent is awarded a *Woodward* share of Petitioner's UTA pension, to be allocated to her via QDRO. The remaining value of the account is awarded to Petitioner as his sole and separate property free and clear of any claim or interest of Respondent. Respondent shall be responsible to prepare the QDRO, which shall be subject to Petitioner's review and approval prior to being filed with the Court. The QDRO shall be prepared and submitted for approval within 30 days of entry of the Decree of Divorce. The parties shall share equally any fees charged by the plan in connection with implementation of the QDRO.

34. Respondent cashed out her URS 401(k)/IRA and is awarded all proceeds from the withdrawal as her sole and separate property free and clear of any claim or interest of Petitioner.

TAX FILING

35. All tax returns for 2020 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

36. If any stimulus funds are issued in the future, which are based upon the parties' 2020 joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party and tender to the other party their share of the funds within one week of receipt.

37. Commencing with the 2021 tax year and for each tax year thereafter, the parties shall file separate state and federal tax returns.

ATTORNEY'S FEES AND COSTS

38. The parties shall each pay their own attorney fees and costs incurred in this matter.

RESTRAINING ORDERS

- 39.** The following restraining orders shall be entered:
- a. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party or from committing any domestic violence or abuse against the other party.
 - b. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.
 - c. Neither party shall use the other party's name, likeness, image, identification, or credit to obtain credit, open an account for service, or obtain any other service.
 - d. Both parties shall be restrained from contacting the other party either directly or indirectly, except to carry out the orders of this Court.
 - e. Both parties shall be restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

- 40.** All pending motions are dismissed.
- 41.** Petitioner shall pay the entirety of the mediation fee for the December 20, 2021 session, with Respondent's one-half share of the fee to be deducted from her share of the house equity.

42. The signed Memorandum of Understanding shall settle all claims and issues between the parties as of December 20, 2021. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

43. Each party should be ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the Decree of Divorce entered by the Court.

--END OF ORDER--

Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional seven days if served by mail only), or upon written objection.

DATED this 3rd day of January, 2022.

/s/ Michael B. Lundberg
Michael B. Lundberg
Attorney for Petitioner

DATED this 4th day of January, 2022.

Approved as to form and content:

/s/ Adam Kawaguchi*
Adam Kawaguchi
Attorney for Respondent
*Signed by Michael B. Lundberg with
permission from Adam Kawaguchi

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of January, 2022, I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Adam Kawaguchi akawaguchi@smithknowles.com	X	E-mail
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Glenn York	X	E-mail
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/s/ Michael B. Lundberg