

The Order of the Court is stated below:

Dated: September 06, 2022
01:14:30 PM

/s/ RITA M. CORNISH
District Court Judge



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Attorney for Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT**

In the Matter of the Marriage of

MICHAEL LANG,

DECREE OF DIVORCE

Petitioner,

Case No: 224700254

and

Commissioner: Christina Wilson

AGRIPINA LANG,

Judge: Rita Cornish

Respondent.

The Petitioner filed his Petition for Divorce on the 16th day of February, 2022. The Respondent filed her Answer on the 15th day of March, 2022. The parties signed a Memorandum of Understanding on the 19th day of July, 2022. 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.

GROUND FOR DIVORCE

1. Petitioner and Respondent were married on the 30th day of August, 2013 in Layton, Utah.
2. During the course of the marriage, the parties have encountered irreconcilable differences that have made the continuation of the marriage impossible.
3. That as a result of the aforesaid grounds, the parties were separated on the 23rd day of January, 2022

CHILD CUSTODY AND PARENT-TIME

4. The parties have one (1) minor child, to wit: I.A.L., born November 2014.
5. The parties shall share joint legal custody of their minor child.
6. The parties are awarded joint physical custody of their minor child.
7. The parties shall share parent-time with the minor child according to the following:
 - a. Regular parent-time shall be in accordance with Chart #1, attached hereto as **Exhibit "A"** and incorporated by reference. All transportation in connection with this regular parent-time shall be in accordance with the provisions set forth within Chart #1.
 - b. Holiday parent-time shall be in accordance with UCA Section 30-3-35.1, with both parents being entitled to the expanded holiday parent-time periods,

regardless of who is designated as the custodial or non-custodial parent for holidays.

i. For purposes of the holiday parent-time rotation only, Sonia shall have the “custodial” rotation and Michael shall have the “non-custodial” rotation; and

ii. The parties shall share equally the responsibility to transport the child in connection with the exercise of holiday parent-time, with the parent who is commencing their time with the child being responsible to pick the child up at the beginning of their parent-time.

c. Extended parent-time during the summer shall be as follows:

i. Each party shall be entitled to two weeks of uninterrupted extended summer parent-time.

ii. Notice of extended summer parent-time dates shall be provided as follows:

a. Commencing with the 2023 calendar year and odd number years thereafter, Michael will provide written notice of his extended summer parent-time dates on or before May 1st and thereafter, Sonia will provide her notice by May 15th; and

b. Starting with the 2024 calendar year and even-number years thereafter, Sonia will be the one to designate written notice of her extended summer parent-time dates on or before May 1st and thereafter, Michael will designate his time on or before May 15th.

iii. Neither party may exercise any of their extended parent-time over a holiday that belongs to the other parent for that year.

iv. The parties shall share equally the responsibility to transport the child in connection with the exercise of extended parent-time, with the parent who is commencing their time with the child being responsible to pick the child up at the beginning of their parent-time.

PARENTING PLAN

8. The parties shall abide by the terms of the following Parenting Plan:

a. To the extent that they do not otherwise conflict with any of the provisions of their Memorandum of Understanding, the parties shall abide by the advisory guidelines set forth at UCA Section 30-3-33. In the event of a conflict between the terms of the Memorandum of Understanding and the guidelines, the terms of the Memorandum of Understanding shall govern and take precedence.

b. Unless otherwise agreed upon by the parties or ordered by the Court, the minor child shall attend school in Davis County.

c. With the exception of the issue of school attendance, the parties shall handle decision making regarding the minor child as follows:

i. Day to day and emergency decisions shall be made by the parent who the child is with at the time. In the event of any emergency involving the child, the other parent shall be notified as soon as reasonably possible.

ii. The parties shall attempt to reach shared decisions on behalf of the child in connection with all major decisions according to the following procedure:

a. The parent who becomes aware of a major decision concerning the child shall notify the other parent upon becoming aware of the issue;

b. The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision, and in conjunction with this will consult with a professional or professionals (if applicable) who are qualified in the area of the decision;

c. In the event the parties are unable to reach an agreement regarding the decision, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediation; and

d. If the parties are unable to reach an agreement regarding the decision, then either party may submit the issue to the District Court for resolution.

d. Extracurricular Activities shall be handled as follows:

i. The parties shall discuss the child's involvement in an extracurricular activity prior to enrolling the child in the activity. If the parties mutually agree upon an activity in writing, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time; and

ii. If a parent does not agree to an activity in writing, the other parent may still enroll the child in the activity, however the parent who does not agree

with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent time.

e. In the event a parent travels out of state with the child, they shall provide the information required by UCA Section 30-3-36(2).

f. Both parties shall cooperate in order to obtain a passport for the child, and to make the passport available to one another so that the child may travel internationally with the parents. In connection with any and all such travel, the parent traveling with the child shall provide the information required by UCA Section 30-3-36(2); which shall be provided at least thirty (30) days prior to the departure date, excluding an emergency situation.

g. The right of first refusal shall be handled as follows:

i. Both parties shall have the right of first refusal to provide care for the child during the other parent's parent-time if that parent is unavailable to be with the child during their parent-time due to work and would be incurring paid daycare costs.

ii. Both parties shall have the right of first refusal to provide care for the child during the other parent's parent-time if that parent is unavailable to be with the child overnight during their parent-time. This provision relates solely to parental absences overnight and shall not be construed to prevent the child from having sleepovers with friends and family.

iii. The parent who exercises the option and the right of first refusal is responsible to provide all transportation in connection with exercising the

option. The option may be exercised by the parent only and the parent exercising the right of first refusal must be directly providing the care, not any third party.

h. Any counseling/mental health treatment for the child shall be handled as follows:

i. I.A.L. shall continue to engage in individual counseling with Burna Higuera at Davis Behavioral Health. In connection with the counseling, the following shall apply-

a. The frequency and duration and of the counseling shall be per the recommendations of the counselor;

b. The parents may be involved in and participate in the counseling per the recommendations of the counselor;

c. Both parties shall support the counseling, including allowing the child to attend and accommodating appointments;

d. Both parties may communicate directly with the counselor; and

e. This counseling with this specific provider is being paid for by the LDS church, therefore the counseling is being provided at no cost to the parties.

ii. Any counseling/mental health treatment outside of the parameters set forth above must be mutually agreed upon by the parties; including any change of counselor, future treatment and/or if there would be any cost associated with the counseling.

SUPPORT PAYMENTS

9. Commencing the month of August of 2022, Michael shall pay base child support in the sum of \$387.00 per month. This child support figure is based upon utilizing a joint physical custody worksheet with Sonia assigned 183 overnights, Michael assigned 182 overnights, Sonia's imputed gross monthly income of \$1,733.00 and Michael's gross monthly income of \$9,360.00, child support worksheet attached hereto and incorporated herein as **Exhibit "B"**. Child support shall be paid in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

10. Michael will continue to provide the health insurance coverage on behalf of the minor child for so long as it is available to him through employment at a reasonable cost. Michael shall be solely responsible for the child's portion of the premium without any contribution or reimbursement from Sonia.

11. Pursuant to UCA Section 78B-12-212, the parties shall share equally all out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor child; including deductibles and co-payments.

12. Pursuant to UCA Section 78B-12-214, the parties shall share equally all reasonable work-related daycare expenses incurred on behalf of the minor child.

13. The parties shall share equally all mandatory school fees and the cost of school lunch for the minor child.

MINOR'S TAX DEPENDENCY STATUS

14. The tax deductions for the minor child shall be handled as follows:

- a. Commencing in 2022 and each even-numbered calendar tax year thereafter until the child turns 18, Michael is awarded the state and federal tax deductions for the minor child.
- b. Commencing in 2023 and each odd-numbered calendar tax year thereafter until the child turns 18, Sonia is awarded the state and federal tax deductions for the minor child.
- c. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332 and any other forms required by the IRS in order to release the tax exemption to the other party for the year(s) which they are entitled to claim. Any such form(s) shall be completed by the parties and exchanged on or before February 15th of each year.

REAL PROPERTY

15. The marital home and real property located at 2302 North 1075 East in Layton, Utah shall be handled as follows:
 - a. The property shall be listed for sale on 5/1/23. In connection with this, the parties shall select and mutually agreed upon a realtor to sell the home by 4/1/23.
 - b. In relation to the sale, 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.
 - 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; including following the reasonable recommendations of the realtor regarding pricing and offers/counter-offers.

d. Sonia may continue to reside in the property until it is sold, being solely responsible for the mortgage payment, which shall be paid by Michael directly to the lender each month, with the payment being offset/deducted from Michael's monthly alimony obligation (addressed at Paragraph 27(b) below). Sonia shall also be solely responsible for all utilities and routine/regular upkeep and maintenance in connection with the property; keeping the property in good and marketable condition; however, these costs shall be paid by her out of pocket and not paid by Michael or offset from alimony.

e. Upon the sale of the property, the parties shall divide the net sale proceeds equally, with each party being entitled to one-half (1/2) of the net proceeds from the sale.

Once each party's share of the net equity from the sale is calculated, the total sum of \$18,000.00 will be deducted from Michael's share of the sale proceeds and added to Sonia's share of the sale proceeds as and for payment of the global property settlement set forth at Paragraph 28 below, which sum shall be paid out to her at the time of the sale, in addition to her share of the net sales proceeds.

16. With the exception of the property set forth at Paragraphs 17 and 18 below, the personal property shall be divided as follows:

a. Sonia is awarded the following items: master bedroom furniture, living room furniture, dining room table, 70" tv, 49" tv, washer and dryer.

b. Michael is awarded the following items: piano, massage chair, BBQ, tools, canopy, 32" tv, 10-person tent, camping BBQ, 13' ladder.

- c. Alex (Sonia's son) is awarded the following items: yellow kayak and black laptop.
 - d. The yard equipment, including the lawnmower shall remain at the marital residence until the house is sold, and upon sale of the house the yard equipment and lawnmower are awarded to Michael.
 - e. The patio furniture and utility trailer shall be sold, with the parties to share equally the net proceeds from the sale. In connection with this, the sale shall be a bona fide arms-length transactions for fair market value, and both parties shall be in agreement to all the terms of the sale, including the ultimate sale price.
17. Sonia is awarded the 2013 Subaru Forester as her sole and separate property free and clear of any claim or interest of Michael. The parties shall cooperate in order to exchange and sign off on title(s) as necessary.
18. Michael is awarded the 2004 Subaru Impreza as his sole and separate property free and clear of any claim or interest of Sonia. The parties shall cooperate in order to exchange and sign off on title(s) as necessary.

DEBTS AND OBLIGATIONS

19. The debts shall be divided as follows, with each party to indemnify and hold the other party harmless from the debts assigned to them below:

Sonia

- a. Wells Fargo (mortgage on real property identified at Paragraph 13 above) commencing the month of August of 2022 until the home sells, with the payment to actually be made by Michael directly to the lender, with the monthly payments being offset from alimony (per Paragraph 24(b) below).

- b. Any credit cards in her name, any debts incurred solely by her and/or in her name, and any debts incurred by her since the date of separation on 1/14/22.
- c. Her own medical and dental expenses.

Michael

- a. Wells Fargo (Visa).
- b. Any credit cards in his name, any debts incurred solely by him and/or in his name, and any debts incurred by him since the date of separation on 1/14/22.
- c. His own medical and dental expenses.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

- 20. The retirement account shall be divided as follows:
 - a. Sonia does not have a retirement account.
 - b. Michael has a retirement account with Edward Jones, which he has represented is premarital. Within thirty (30) days, Michael will provide year end statements for the account for the time period of 2013 through 2021, together with monthly statements for January through July of 2022. Provided that there were not any contributions to the account during the marriage, the account will be awarded to Michael as his sole and separate property free and clear of any claim or interest of Sonia. In the event that there were any contributions made to the account during the marriage, then Sonia will be entitled to one-half of any such contributions.
 - c. Michael has a 401(k) account with T.Rowe Price through his employment with IHC. The account shall be valued as of the date of entry of the decree of divorce. There are premarital funds in the account, which are awarded to Michael, together with gains/losses on the premarital funds. The premarital portion of the account

shall be deducted from the total value of the account as of the date of entry of the decree, with the net balance of the account after deducting the premarital portion being divided equally between the parties. One half of the marital portion of the account, together with gains and losses on this sum from the date of divorce until the date of segregation, shall be transferred to Sonia via QDRO. The remaining balance of the account shall be awarded to Michael as his sole and separate property free and clear of any claim or interest of Sonia.

d. Sonia is awarded a Woodward share of Michael's IHC pension, to be allocated to her via QDRO. The remaining value of the account is awarded to Michael as his sole and separate property free and clear of any claim or interest of Sonia.

e. Sonia shall be responsible to prepare the QDROs, which shall be subject to Michael's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by either plan in connection with implementation of either QDRO.

FINANCIAL ACCOUNTS

21. The financial institution accounts shall be divided as follows:

a. The joint accounts at Wells Fargo and GWCU have been closed and the funds in the accounts divided between the parties to their mutual satisfaction and agreement.

b. 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.

- c. Sonia is awarded the account for the minor child at GWCU as her sole and separate property free and clear of any claim or interest of Michael.
22. Michael is awarded the HSA account in his name as his sole and separate property free and clear of any claim or interest of Sonia.

TAXES

23. Taxes shall be handled as follows:
- a. All tax returns for 2021 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. If any stimulus funds are issued in the future, which are based upon any 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.
- b. Commencing in 2022 and each year thereafter, the parties shall file separate state and federal tax returns.

INSURANCE

24. Michael shall continue to maintain and pay the premiums for health insurance coverage for Sonia on his policy until entry of the decree of divorce. Once the decree is entered, Sonia is responsible for her own health insurance coverage at her sole cost.
25. There are no joint auto insurance policies. Each party is solely responsible for their own automobile insurance coverage at their own cost.

26. 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.

ALIMONY

27. Alimony shall be as follows:

- a. Commencing the month of August of 2022, Michael shall pay alimony to Sonia in the sum of \$1,813.00 per month, for a term/period of four (4) years;
- b. Until the house sells and the mortgage paid in full with the sale proceeds (addressed at Paragraph 15 above), Michael shall pay the monthly mortgage payments in connection with the marital home directly to the creditor, with the total monthly obligation that is paid each month, to be deducted from the monthly alimony obligation to Sonia.
- c. All alimony payments excluding payment of the monthly mortgage obligation shall be paid in two (2) equal monthly installment payments of one-half on or before the fifth of each month and one-half on or before the twentieth of each month.
- d. Alimony shall terminate earlier than the four-year term upon the death of either party, or upon Sonia's re-marriage or Sonia's co-habitation; whichever should first occur.

MISCELLANEOUS PROVISIONS

28. As and for a global property settlement, Sonia is awarded the total sum of \$18,000.00, to be paid to her as set forth at Paragraph 17(e) above.

29. Within thirty (30) days, Michael will provide Sonia with a copy of the birth certificate and the child's social security card. Michael shall cooperate with Sonia's efforts to obtain her own copies of the child's birth certificate and social security card from each applicable agency, including completing and signing any necessary forms; and shall share equally the costs to obtain these documents.
30. The following mutual restraining order shall be entered:
 - a. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party. All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.
 - b. The parties are mutually restrained from disparaging one another to the child, alienating, or otherwise interfering with the other's relationship with the child; or allowing any third party to do so.
 - c. The parties shall not involve the minor child in the legal disputes of the parties, financial matters, parent-time and/or custody. The parties shall not attempt to influence the child or the child's preferences with respect to issues of custody and/or parent-time either by reward, punishment or guilt.
31. Neither party shall utilize ORS for the collection of child support or alimony until the house is sold and the mortgage obligation is extinguished. Thereafter, neither party shall utilize ORS unless alimony or child support are more than thirty (30) days delinquent.

ATTORNEY FEES AND COSTS

32. The parties shall each pay their own attorney fees and costs incurred in this matter.
33. This agreement will settle all claims and issues between the parties as of the date of their Memorandum of Understanding. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

*--END OF ORDER--
Signed as indicated at the top of page one*

DATED this 23rd day of August, 2022.

Approved as to form and content:

/s/ Melissa Aland *
Melissa Aland
Attorney for Respondent

*Electronically signed by Sarah Tuckett
with email permission from Melissa Aland.

RULE 7 NOTICE TO [RESPONDENT/PETITIONER]

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 three days if mailed), or upon written objection.

DATED this 18th day of August, 2022.

/s/ Eliza Van Orman

Eliza Van Orman
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of August, 2022, I sent a true and correct copy of the forgoing **DECREE OF DIVORCE with the attached EXHIBITS A-B** by the indicated method(s) and to the following individual(s):

Melissa Aland
ALAND STANGER PC
2351 Grant Ave., Ste. 103
Ogden, Utah 84401

X E-File

Michael Lang

X E-Mail

/s/ Sarah Tuckett
Paralegal_