

The Order of the Court is stated below:

Dated: November 02, 2022
04:48:01 PM

/s/ RONALD RUSSELL
District Court Judge



1GILBERT LAW OFFICE
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IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH

In the marriage of:

CAMIELE FLORENCE MOSS,

Petitioner,

v.

JEFFREY MATTHEW MOSS,

Respondent.

DECREE OF DIVORCE

Civil No. 224701567
Judge Hamilton
Commissioner Winkler

The parties entered into a Stipulation subsequent to the filing of the Verified Complaint for Divorce. The Court received the parties' written Stipulation and Settlement Agreement. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The parties are hereby awarded a Decree of Divorce from the other, such to become final upon signature and entry herein.
2. **No Children.** There have been no children born as issue of this marriage.
3. **Tax Exemptions.** Commencing with the 2022 tax year, for the purposes of filing federal and state income tax returns, the parties shall file their own returns, either married filing

separately or if the divorce is final before the end of the calendar year 2022, as they elect, and shall retain any income tax refund each respectfully receives from the federal and/or state government.

4. **Real Property: 234 Liberty Road.** During the course of the marriage, the parties acquired a home 234 Liberty Road, North Salt Lake, UT, 84054. There is a mortgage on the home for approximately \$581,135.00. The monthly amount of the mortgage is \$3,220. The house shall be listed and sold by a realtor agreed-upon by the parties. Both parties shall cooperate with the realtor and with each other to sell the home in a timely manner and at the most favorable price. At the Closing, after payment of the mortgage, commissions and closing costs, the net proceeds shall be equally divided.

5. **Real Property: 959 West Cushing Road.** During the course of the marriage, the parties acquired a rental property located at 959 West Cushing Road, Bluffdale, UT, 84065. The rental property shall be listed and sold by a realtor agreed-upon by the parties. Both parties shall cooperate with the realtor and with each other to sell the rental property in a timely manner and at the most favorable price. If any repairs are necessary, the parties shall equally divide the repair costs. At the Closing, after payment of the mortgage, commissions and closing costs, the net proceeds shall be equally divided.

6. **Personal Property and Crypto Investments.** During the course of the marriage, Petitioner and Respondent have acquired certain items of personal property and Crypto investments. The personal property items and Crypto investments have been previously divided prior to the parties' separation.

7. **Vehicles.** Petitioner shall be awarded the Mercedes Benz and Respondent shall be awarded the Toyota 4Runner, with each party being awarded any related indebtedness. After the vehicles have been divided, each party shall be solely responsible for any debts and obligations associated with their respective vehicle and shall indemnify and hold the other party harmless from any liabilities arising from the other's vehicle.

8. **Insurance Premiums.** Each Party shall henceforth pay their respective insurance premiums on the insurance for their respective automobiles awarded by the Court.

9. **Debts.** During the course of the marriage, the parties incurred marital debts and obligations which they have previously divided.

a. **Mortgages on Real Properties.** The mortgages on the Real Properties are considered by the parties to be joint debt. At the Closing on the sale of each property, the mortgages shall be paid in full using the sale proceeds.

b. **Automobile Debts.** Each party shall assume the auto loan related to the vehicle they are awarded herein.

c. **Other Debts.** Each party shall be responsible to pay any other debt he or she individually incurred in his or her name.

d. **Notification to Creditors.** Pursuant to U.C.A. § 30-3-5(c) (ii), if any joint debt is discovered, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

e. **Delinquency in Payments.** Until such time as the real properties are sold, the parties shall ensure the timely payment of all indebtedness.

10. **Alimony.** Neither party shall be awarded any alimony.

11. **Division of Cash Accounts.** During their marriage, the parties acquired an interest in checking, savings, securities, investment accounts, and other financial interests. The parties shall work together to close accounts or remove the other party's name from joint account(s) which shall become single accounts. After offsets for the HSA payout, sharing of rent, plumbing expense for rental property, and division of legal fees, that each party shall be awarded the following bank account(s):

Asset	Balance	Camiele	Jeffrey
America First Cr Union Savings	\$ 28		\$ 28
America First Cr Union Checking	\$23,757		\$ 23,757
America First Cr Union Checking/Savings	\$7,010		\$ 7,010
America First Cr Union Checking	\$66,680	48,737.50	\$17,942.50
Total	\$97,475	48,737.50	48,737.50

12. **2Podium Stock.** During the course of the marriage, the parties acquired stock in Podium, which shall be divided equally, so that \$30,843 of Jeffrey's Podium shares shall be transferred into Camiele's name, as follows:

Asset	409a Value	Balance	Camiele	Jeffrey
Podium Stock (Camiele)	(2,336 shares @ \$11.53)	\$26,934	\$26,934	
Podium Stock (Jeffrey)	(7,686 shares @ \$11.53)	\$88,620	\$30,843	\$57,777
Total		\$115,554	\$57,777	\$57,777

13. **Separate Property.** All separate, non-marital and premarital property and property rights, as well as any property and property rights which may be vested in either Petitioners a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

14. **Mutual Restraining Order.** Both parties are mutually restrained from stalking, harming, harassing or threatening the other party. The parties shall not enter the residence of the

other party without permission from that party. Each party is restrained from posting any stories, pictures, statements about the other party on any social media sites. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

15. **Total Distribution to Each Party.** Both parties shall retain the right to elect to sell any of the marital assets awarded to him or her, at either a loss or gain, should the market change from the current market. The parties contemplate that both parties may sell or liquidate his or her awarded marital assets, paying any related commissions and penalties, and therefore the sale or liquidation of marital assets is not a ground for modification of the Decree of Divorce.

16. **Cooperation.** Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court or otherwise to effect changes in title within thirty (30) days of entry of the Decree of Divorce in this matter; to effect changes in title to property to be distributed; to change the names and responsibilities for payment on the charge accounts and other debts to be allocated; and to cooperate in each and every other way necessary and proper to ensure that the terms of the Decree of Divorce are carried out in every detail. Each Party shall be ordered to execute and deliver to the other Party any documents necessary to complete and satisfy the terms herein in completion of the final order. If a party fails to execute a document within 30 days of the entry of the Divorce Decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

17. **Implementation.** Petitioner and Respondent shall sign and fully execute any documents necessary for the implementation of the Divorce Decree. Should a party fail to execute a document within sixty (60) days of the entry of the Divorce Decree, the other party may bring a Motion to Enforce Order and for Sanctions at the expense of the disobedient party and ask the Court to appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

18. **Modification.** Prior to filing any petition to modify any provision of this Stipulation or the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.

19. **Attorney Fees and Costs.** Each party shall assume and pay his own costs and attorney fees incurred in this action.

20. **Identity.** Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service

***** The Judge's signature will appear on the first page of this pleading when signed *****

Approved to form:

/s/Cathleen C. Gilbert

Cathleen C. Gilbert

Attorney for Petitioner

/s/ Jeffrey Moss

Signed by CCGilbert w/ permission
of Jeffrey Moss received 10/27/2022
Respondent

CERTIFICATE OF DELIVERY

I hereby certify that on 27 day of October, 2022, I electronically filed the foregoing **DECREE OF DIVORCE** with the Clerk of the Court by using the electronic filing system which will send electronic notice to those registered to receive such notices.

/s/ Cathleen C. Gilbert
Cathleen C. Gilbert