



JAKE B. CRAGUN (18898)
CRAGUN LEGAL
2909 Washington Blvd, Ste 244
Ogden, Utah 84401
Telephone: (801) 610-9669
jake@cragunlegal.com

Attorney for Lavidia France-Newland

IN THE SECOND JUDICIAL DISTRICT COURT COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT	
IN THE MATTER OF THE MARRIAGE OF: LAVIDIA FRANCE-NEWLAND And MUNROE NEWLAND	DECREE OF DIVORCE Case No.: 264900991 Judge: Cristina Ortega Commissioner: Brandon Richards

Petitioner, Lavidia France-Newland (“Lavidia”), having filed a Verified Petition for Divorce against Munroe Newland (“Munroe”), and the parties having reached a final resolution by filing a Stipulation and Property Settlement Agreement resolving all issues; **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED
AND DECREE AS FOLLOWS

1. **JURISDICTION**: **Residency**. The parties are actual and bona fide residents of Weber County, State of Utah and has been for at least three (3) months preceding the filing of this action pursuant to Utah Code § 81-4-402.
2. **DIVORCE**: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

Decree of Divorce

In re the Marriage of: Lavidia France-Newland and Munroe Newland

3. : The parties agree that irreconcilable differences have arisen between them and that the marriage is irretrievably broken.
4. : During the parties' relationship, there have not been any children born to the parties, and no children are now expected.
5. : During the parties' relationship, there has not been a purchase of real property.
6. :
 - a. That lease of the current residence where the parties currently reside is in Lavidia's name. All of the utilities are also in Lavidia's name.
 - b. Lavidia also has three children who reside in the home. They are established in the school boundaries, have friends in the neighborhood, and this is their home.
 - c. That Munroe shall vacate Lavidia's home no later than September 8, 2026.
 - d. If Munroe requires additional time to secure alternative housing, he may request an extension of the ninety (90)-day period. Any such extension shall be granted solely at Lavidia's discretion, and Lavidia shall have no obligation to approve the request.
7. :
 - a. That Lavidia is awarded the following:
 - i. That Lavidia is awarded her pre-marital personal property.
 - ii. That Lavidia is awarded any gifts she has received during the marriage.

iii. That Lavidia is awarded the personal property currently in her possession, except as otherwise awarded herein.

iv. In addition, Lavidia is specifically awarded the following property including, but not limited to:

1. Her 2013 Kia Optima; and
2. Her wedding ring.

b. That Munroe is awarded the following:

- i. That Munroe did not bring any pre-marital property into the marriage.
- ii. That Munroe is awarded any gifts he has received during the marriage.
- iii. That Munroe is awarded the personal property currently in his possession, except as otherwise awarded herein.
- iv. In addition, Munroe is specifically awarded the following property including, but not limited to:

1. His 2015 Silverado Truck; and
2. His wedding ring.

8. BANK ACCOUNT/BUSINESS:

- a. That the parties have separate bank accounts and joint accounts.
- b. That each party is awarded their separate bank accounts clear and free of any claim of the other.

- c. The parties shall equally divide any assets or liabilities associated with the joint bank accounts and work together to close out those accounts or transfer them into just one parties name within 60 days of the entry of the Decree of Divorce.
- d. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

9. DEBTS:

- a. To move this process forward, Lavidia is not asking for any reimbursement for any marital debts that she has paid off.
- b. The parties shall pay any and all debts incurred in their individual name since the parties' separation considered the date of the filing of the Petition for Divorce.
- c. Lavidia shall pay the following debt:
 - i. Any debt she has acquired from date of separation.
- d. Munroe shall pay the following debt:
 - i. Any debt he has acquired from date of separation; and
 - ii. His truck payment and truck insurance payment.
- e. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms within 14 days of the signing of this Stipulation.
- f. Neither party shall incur any additional liability on joint credit cards or use the other's name to open any credit of any sort.

Decree of Divorce

In re the Marriage of: Lavidia France-Newland and Munroe Newland

- g. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it.
- h. The payment of the debts set forth above are non-dischargeable in bankruptcy, solely as to the indemnification of the other party.

10. VEHICLE REFINANCE:

- a. That Munroe shall refinance his vehicle (truck) into his own name before or by September 8, 2026.
- b. If Munroe cannot refinance the truck by September 8, 2026 then the truck must be sold or traded in to remove Lavidia's name. Munroe shall indemnify Lavidia for any outstanding debt related to the Truck.
- c. If Munroe is unable to refinance the truck before or by September 8, 2026, he may request additional time to complete the refinancing. Any extension of time shall be granted solely at Lavidia's discretion, and Lavidia shall have no obligation to agree to an extension.

11. CAR INSURANCE: That Munroe has until September 8, 2026 to get his vehicle on his own auto insurance policy in his own name.

12. PHONE: Munroe shall keep his phone and his number. He shall get on his own phone plan by or before September 8, 2026.

13. MEDICAL INSURANCE: That both parties shall pay for their own insurance policy premiums and out-of-pocket costs.
14. ALIMONY: That neither party shall be granted alimony from the other now or in the future.
15. RETIREMENT BENEFITS/STOCKS/INVESTMENTS: That the parties are granted all of their own respective retirement assets and accounts, stocks and investments, free and clear of any claim by the other.
16. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:
 - a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.
 - b. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.
 - c. Unless otherwise agreed the foregoing shall be completed within 14 days of the signing of this Stipulation.
17. TIMELINES, TRANSFERS, AND COOPERATION: Unless otherwise specifically stated herein, each party shall complete all acts necessary to effectuate this Agreement within fourteen (14) days of signing, including signing and delivering any titles, registrations, releases, account documents, insurance documents, creditor forms, refinance documents, or

Decree of Divorce

In re the Marriage of: Lavidia France-Newland and Munroe Newland

other documents reasonably necessary to transfer property, remove names from debts/accounts/titles/policies/utilities, close accounts, or otherwise carry out the terms of this Agreement. Each party shall cooperate in good faith and shall not delay or interfere with the other's performance; if a party fails to timely cooperate or complete any required act, the non-defaulting party may seek enforcement from the Court, including attorney fees and costs incurred as a result of the default.

18. ATTORNEY FEES AND COSTS: That the parties agree that each shall pay their own attorney fees.

*****END OF DOCUMENT*****

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

RULE 7 NOTICE

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

Approved as to form and content:

By signing below, I also
give approval and
authorization for counsel to
electronically sign this
document on my behalf
when it is e-filed with the
Court.

/s/Munroe Newland
Munroe Newland
Pro Se Respondent

Decree of Divorce

In re the Marriage of: Lavidia France-Newland and Munroe Newland

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the Decree of Divorce to the following as outlined herein:

Munroe Newland <u>lavidiafrance@gmail.com</u> (at the request of Munroe)	E-Mailed Facsimile Hand delivery E-Filed

The foregoing was performed on July 9, 2026

/s/ Tammy Cragun
Paralegal

Decree of Divorce

In re the Marriage of: Lavidia France-Newland and Munroe Newland
