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PRIVATE RECORD

Attorney for Respondent

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

In the matter of the marriage of

Kevin Carl Mangel

and

Amber Kristine Mangel

DECREE OF DIVORCE

Case No.: 254901507

Judge: Reuben Renstrom

Commissioner: Christina Wilson

Tier 4

Based on the Court's July 21, 2026 ruling, the Order granting Respondent's oral motion to strike Petitioner's pleadings and enter judgment, and the Findings of Fact and Conclusions of Law entered in this matter, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. Divorce. Respondent Amber Kristine Mangel is awarded a Decree of Divorce from Petitioner Kevin Carl Mangel on the ground of irreconcilable differences. The marriage is dissolved. This Decree becomes absolute when signed by the Court and entered by the clerk.
2. Disposition of Pleadings. Petitioner's Petition for Decree of Divorce and all other pleadings filed by Petitioner are stricken. No affirmative relief is awarded on Petitioner's

Petition. Judgment is entered in favor of Amber on her Verified Counter-Petition for Divorce.

3. Children. There are no minor children of the marriage, and none are expected. No orders concerning custody, parent-time, or child support are entered.

4. Real Property. The parties' marital residence is located at 5470 South 2150 West, Roy, Utah 84067 (the "Residence"). The Residence is awarded to Amber, subject to Kevin's refinance option and the equal division of net equity stated below. Amber has moved out of the Residence. The Residence shall be handled as follows:

a. Kevin's Election to Refinance. Within seven days after entry of this Decree, Kevin may deliver written notice to Amber and her counsel that he elects to retain and refinance the Residence. If Kevin does not timely deliver that written election, Amber shall immediately place the Residence on the market and cause it to be listed for sale no later than 10 days after entry of this Decree.

b. Refinance Requirements. If Kevin timely elects to retain the Residence, he shall, within 90 days after entry of this Decree, complete a refinance of all loans and obligations secured by the Residence into his sole name, remove Amber from all liability on the secured obligations, pay all refinance costs, and pay Amber one-half of the net equity in the Residence.

c. Calculation of Refinance Equity and Transfer. For purposes of the refinance buyout, "net equity" means the appraised fair market value used by the refinancing lender, less the then-current payoff balances of all valid mortgages, trust deeds, home-equity obligations, tax liens, and other liens secured by the Residence. Amber's one-

half equity payment shall be made at the refinance closing. Amber shall simultaneously execute any deed or other instrument reasonably necessary to transfer her interest in the Residence to Kevin.

d. Immediate Listing and Sale. If Kevin does not timely elect to refinance, or if he timely elects but does not complete the refinance and equity payment within 90 days after entry of this Decree, Amber shall immediately place the Residence on the market and list it for sale with a licensed real-estate agent selected by Amber after reasonable consultation with Kevin, at a price recommended by the agent. The parties shall reasonably cooperate with showings, inspections, repairs, price adjustments, closing requirements, and execution of documents. If Kevin timely elects to refinance but does not complete the refinance within the 90-day period, he shall vacate the Residence within seven days after the period expires, unless Amber agrees otherwise in writing, so that the Residence may be marketed and sold.

e. Division of Sale Proceeds; Preservation and Enforcement. At closing, the parties shall pay from the gross sale proceeds all mortgages and other valid liens, real-estate commissions, title and escrow charges, prorated taxes, agreed or required repair credits, and other customary closing costs. The remaining net proceeds shall be divided equally between the parties. Until refinance or sale is completed, neither party shall further encumber or diminish the value of the Residence without the other party's written agreement or further order of the Court. The Court retains jurisdiction to enter orders reasonably necessary to complete the refinance, transfer, listing, sale, or distribution of proceeds.

5. Premarital Property, Inheritances, and Gifts. Each party is awarded all property acquired by that party before the marriage, by inheritance, or as an individual family gift, free and clear of any claim by the other party. Any such property remaining in the other party's possession shall be returned within 60 days after entry of this Decree.

6. Personal Property and Vehicles. Except as otherwise expressly stated in this Decree, each party is awarded all vehicles and personal property presently in that party's possession or titled in that party's name, free and clear of any claim by the other party. Each party shall be solely responsible for debt associated with the property awarded to that party and shall indemnify and hold the other harmless. Any necessary title or transfer documents shall be signed within 60 days after entry of this Decree.

7. Bank and Financial Accounts. Each party is awarded all bank, credit-union, cash-application, investment, and other financial accounts held solely in that party's name, free and clear of any claim by the other party. Any joint account remaining open on the date of entry shall be closed and its net balance divided equally within 60 days.

8. Retirement Accounts. Each party is awarded all retirement, pension, deferred-compensation, and similar accounts held in that party's name, free and clear of any claim by the other party. No qualified domestic relations order is required under this Decree.

9. Debts and Indemnification. Debts jointly contracted by the parties shall be borne equally. Each party shall pay all debts held solely in that party's name and shall indemnify and hold the other harmless from those debts. Any debt not disclosed or expressly divided in this Decree shall be the sole responsibility of the party who incurred it, regardless of whether it

was used for a marital purpose. The indemnification duties imposed by this Decree are enforceable between the parties to the fullest extent permitted by applicable law.

10. Alimony. Neither party is awarded alimony, whether past, present, or future. The Court's jurisdiction to award alimony to either party is terminated and is not reserved.

11. Name. Amber shall be restored to her former name, Amber Kristine Vialpando.

12. Permanent Mutual Restraints. The following restraints are incorporated into and survive entry of this Decree. Each party is restrained from:

- a. posting on social media comments, information, or statements about this divorce proceeding, or posting material intended to disparage or use derogatory comments about the other party;
- b. committing or threatening domestic violence; harassing, stalking, intimidating, belittling, or defaming the other party; and
- c. acting in any manner intended to harm or threaten harm to the other party's person or well-being.

13. Attorney Fees and Costs. Kevin shall pay Amber's reasonable attorney fees and costs as awarded by the Court. The amount is reserved and shall be determined by separate order upon Amber's timely submission under Utah Rule of Civil Procedure 73. If either party materially defaults in an obligation imposed by this Decree and enforcement proceedings become necessary, the Court may award the prevailing party reasonable attorney fees and costs incurred in enforcement as permitted by law.

14. Delivery and Execution of Documents. Each party shall deliver property awarded to the other and execute all titles, deeds, tax forms, authorizations, and other instruments

reasonably necessary to carry out this Decree. Unless a different deadline is expressly stated above, performance shall be completed within 60 days after entry of this Decree.

15. Notice to Creditors. Within 30 days after entry of this Decree, each party shall notify the parties' respective creditors or obligees of the allocation of joint debts, obligations, and liabilities and shall provide the creditor or obligee with the parties' separate current addresses. This Decree allocates responsibility between the parties but does not alter the contractual rights of any creditor or obligee.

16. Life Insurance and Annuity Beneficiaries. Each party acknowledges that the party has reviewed and updated, where appropriate, the beneficiaries designated on any life-insurance policy or annuity contract owned by that party; that the persons currently listed are the intended beneficiaries after the divorce becomes final; and that, if no change is made, the beneficiaries presently listed may receive any benefits payable under the policy or contract.

17. Domestic Relations Injunction. The domestic relations injunction entered under Utah Rule of Civil Procedure 109 terminates upon entry of this final Decree, except that the permanent mutual restraints expressly stated in paragraph 12 remain in effect.

18. Continuing Jurisdiction. The Court retains jurisdiction to enforce this Decree, to enter orders necessary to complete the division and transfer of property, and to determine the amount of attorney fees and costs reserved above.

19. Other Relief. All relief requested by either party that is not expressly granted in this Decree is denied..

*****The Signature of the Court Appears at the Top of the First Page*****

SUBMITTED BY:
RICHARDS & RICHARDS LAW FIRM, PLLC

/s/ Roy D. Cole
Roy D. Cole
Attorney for Respondent

CERTIFICATE OF SERVICE OF PROPOSED ORDER

I certify that on August 20, 2026, I served a true and correct copy of the foregoing proposed Order on the following by email, the service method reflected in the Court record:

Kevin Carl Mangel
Petitioner, self-represented
kcmangel69@gmail.com

RICHARDS & RICHARDS LAW FIRM, PLLC

/s/ Heidi Benda
Heidi Benda, Paralegal