

Sara E. Bouley, USB #7818
ACTION LAW LLC
2825 E. Cottonwood Pkwy., Suite 500
Salt Lake City, UT 84121
Telephone: (801) 990-3262
sara@actionlawutah.com
Attorney for Zoe Lambert

Tax Parcel ID No. 22-35-327-014

AFFIDAVIT REGARDING JUDGMENTS ENTERED
AFFECTING CERTAIN REAL PROPERTY

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

I, Sara E. Bouley, being first duly sworn under oath, state as follows:

1. I am over the age of 18 and have personal knowledge and am fully competent to testify to the facts contained in this Affidavit.

2. I am an attorney duly licensed to practice law in the State of Utah. I represent Zoe Lambert, also known as Zoe Raymonde Lambert, with regard to the subject of this Affidavit.

3. The real property that is the subject of this Affidavit has an address of 3074 E. Nordic Dr., Cottonwood Heights, UT 84093-6551, in Salt Lake County, Utah, that is more particularly described as follows:

Unit 7-A, in Building 7 contained within the Scandia Village Condominiums, Phase One, a Condominium Project, as the same is identified in the Record of Survey Map recorded on June 27, 1974 in Salt Lake County, as Entry No. 2632443, in Book 74-6 of Plats, at Page 105 (as said record of survey map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, Restrictions and By-Laws for Scandia Village Condominiums, recorded on June 27, 1974 in Salt Lake County, as Entry No. 2632444, in Book 3620, at Page 206 (as said declaration may have heretofore been amended or supplemented).

Together with the appurtenant undivided interest in said project's common areas as established in said declaration and allowing for periodic alternation both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates.

Tax Parcel ID No. 22-35-327-014

(the “**Property**”).

4. Eric J. Ulman, as grantor, conveyed the Property to Manuel J Ortega (also known as Manuel J. Ortega and Manuel Jesse Ortega) and Gina Ortega, husband and wife as joint tenants, as grantees, via a *Warranty Deed* dated February 21, 2018, and recorded on February 22, 2018, as Entry No. 12721458, in Book 10649, at Pages 4075-4076, of the Official Records of Salt Lake County, Utah.

5. A *Deed of Trust* dated February 21, 2018, in which Manuel J Ortega and Gina Ortega were named as Borrower, and Wells Fargo Bank, N.A., was named as Lender, was recorded against the Property on February 22, 2018, as Entry No. 12721509, in Book 10649, at Pages 4288-4309, of the Official Records of Salt Lake County, Utah (the “**Ortega DOT**”).

6. After executing the Ortega DOT, Manuel J. Ortega and Gina Ortega, as grantors, conveyed the Property to Manuel J. Ortega, Gina Ortega, and Zoe Lambert, as joint tenants, as grantees, via a *Warranty Deed* dated February 21, 2018, and recorded on March 9, 2018, as Entry No. 12730835, in Book 10654, at Pages 1512-1515, of the Official Records of Salt Lake County, Utah (the “**0835 WD**”). As a result of the 0835 WD, Zoe Lambert, Manuel J. Ortega, and Gina Ortega each owned of record a one-third undivided interest in the Property.

7. Gina Ortega, as grantor, executed a *Quitclaim Deed* dated August 25, 2021, purporting to convey her one-third undivided interest in the Property to Zoe Lambert, as grantee, that was recorded on August 31, 2021, as Entry No. 13760881, in Book 11232, at Pages 99-100, of the Official Records of Salt Lake County, Utah (the “**0881 QCD**”).

8. Zoe Lambert conveyed her interest in the Property to herself via a *Warranty Deed*

dated September 17, 2021, and recorded on September 20, 2021, as Entry No. 13777842, in Book 11241, at Pages 7749-7750, of the Official Records of Salt Lake County, Utah, for the purpose of severing the joint tenancy of record with Manuel J. Ortega.

9. On June 15, 2023, a *Judgment and Order* was filed in *Zoe Raymonde Lambert v. Manuel Jesse Ortega*, Case No. 210905084, Third District Court, Salt Lake County, Utah (the “**Quiet Title Case**”), in which the Court ordered, in pertinent part:

2. The parties [Zoe Lambert and Manuel Ortega] jointly own as tenants in common the Property located at 3074 E. Nordic Dr., Cottonwood Heights, UT 84093-6551, in Salt Lake County, Utah, based on the evidence presented to the Court, with the provision that Plaintiff [Zoe Lambert] is awarded the sum of \$120,000.00 in the Property with the balance of the value to be divided as determined by the Court in the divorce proceedings.

3. The Court is not going to make a determination as to the interest of any ownership interest between Defendant [Manuel Ortega] and Gina Ortega and Zoe Lambert in regard to the transfer of the Property by Gina Ortega to her mother, the Plaintiff [Zoe Lambert]. That decision is to be determined and decided by the divorce Court judge as to what Gina and Manny Ortega’s interest is in the Property as this Court shall not adjudicate a portion of the divorce proceedings based upon the ownership interest between them on the Property.

4. The parties are awarded the real property in question as tenants in common with the issue of the deed transferring Gina Ortega’s ownership interest in the property to be determined by the divorce case judge unless the parties can stipulate and agree otherwise.

(emphasis added). A true and correct copy of the *Judgment and Order* is attached as “**Exhibit 1.**”

10. On September 22, 2023, a *Judgment of Law and Decree of Divorce* was filed in *In the Matter of the Marriage of Manuel Jesse Ortega v. Gina Ortega*, Case No. 214900771, Third District Court, Salt Lake County, Utah (the “**Divorce Case**”), in which the Court ordered, in pertinent part:

7. **REAL PROPERTY.** As to the real property located at 3074 E Nordic Dr. Sandy, Utah, which was purchased during the marriage of Manuel and Gina and is subject to other legal action; “Case Number 210905084.” The issue of the property pertaining to this marriage shall be settled as follows: Manuel is

awarded an interest in said property, located at 3074 E Nordic Dr., Cottonwood Heights, UT 84093 (herein after the "Home"), along with other conditions as ruled in that case; and the Third District Court left the question of Gina's interest to be decided or resolved in this case. Gina claims no interest on Manuel's interest in the Home, along with the other conditions set out herein by this Court.

Manuel shall have no claim, now or in the future, to the interest Gina Raymonde Ortega quit claimed to her mother, Zoe Lambert, and the interest she transferred now gives her mother, Zoe Lambert, Gina's interest in the Home.

The property is described as follows:

Unit 7-A, in Building 7 contained within the Scandia Village Condominiums, Phase One, a Condominium Project, as the same is identified in the Record of Survey Map recorded on June 27, 1974 in Salt Lake County, as Entry No. 2632443, in Book 74-6 of Plats, at Page 105 (as said record of survey map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, Restrictions and By-Laws for Scandia Village Condominiums, recorded on June 27, 1974 in Salt Lake County, as Entry No. 2632444, in Book 3620, at Page 206 (as said declaration may have heretofore been amended or supplemented). Together with the appurtenant undivided interest in said project's common areas as established in said declaration and allowing for periodic alternation both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates. Tax Parcel ID No. 22-35-327-014 (the "Property")

The property is to be resolved by Manuel and Zoe as agreed to between those parties or as stated in the Third District Court's Order. Gina shall have no claim on any of the profits or proceeds of the sale now or in the future.

(emphasis added). A true and correct copy of the *Judgment of Law and Decree of Divorce* is attached as "**Exhibit 2.**"

11. The effect of the *Judgment of Law and Decree of Divorce* is that Zoe Lambert acquired Gina Ortega's one-third undivided interest in the Property pursuant to the 0881 QCD, and Zoe Lambert now owns of record a two-thirds undivided interest in the Property as a tenant in common with Manuel Ortega, who owns a one-third undivided interest of record in the Property, subject to the Court's *Judgment and Order* and any further orders.

12. Based upon the foregoing, the priorities of interests in the Property are as follows:

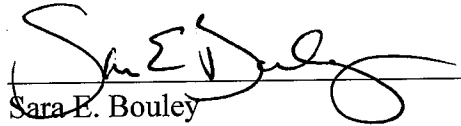
First priority: Ortega DOT

Second priority: Judgment in favor of Zoe Lambert for \$120,000 (*See Ex. 1 hereto*)

Third priority: As to the remaining equity in the Property, Zoe Lambert owns a two-thirds undivided interest and Manuel Ortega owns a one-third undivided interest.

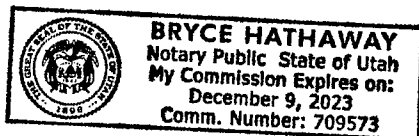
13. This Affidavit is intended to provide notice of the Court's orders and judgments addressing Zoe Lambert's and Manuel Ortega's interests in the Property in the Quiet Title Case and in the Divorce Case.

DATED October 19, 2023.


Sara E. Bouley
ACTION LAW LLC
Attorney for Zoe Lambert

SUBSCRIBED and SWORN before me on this 19 day of October, 2023, by Sara E. Bouley.

Witness my hand and official seal.





NOTARY PUBLIC

EXHIBIT 1

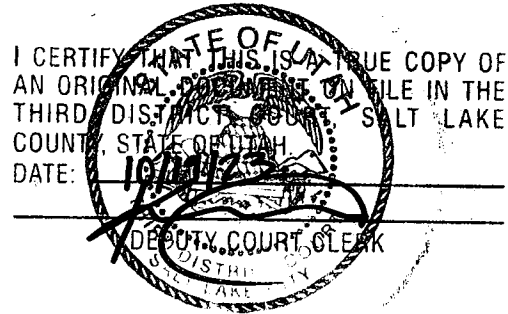
The Order of the Court is stated below:

Dated: June 15, 2023
09:28:06 AM

/s/ ROBERT FAUST
District Court Judge



F. KIM WALPOLE Bar #4510
LAW OFFICE OF F. KIM WALPOLE, P.C.
Attorney for Defendant
2661 Washington Boulevard, #103
Ogden, Utah 84401
Telephone: (801) 621-2464
Fax: (801) 621-4871
Email: f.kim.walpole@gmail.com



IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY

STATE OF UTAH

<p>ZOE RAYMONDE LAMBERT, an individual,</p> <p>Plaintiff,</p> <p>vs.</p> <p>MANUEL JESSE ORTEGA, an individual,</p> <p>Defendant.</p>	<p>JUDGMENT AND ORDER (Trial February 2, 3, 2023)</p> <p>Case Number 210905084</p> <p>Judge Robert Faust</p>
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THIS MATTER, having come for trial on February 2 and 3, 2023, before the Honorable Robert Faust, Judge presiding, sitting without a jury, on the remaining issues certified to the Court for Trial. Defendant appearing in person and with his attorney, F. Kim Walpole; Plaintiff appearing in person and with her attorney, Sara Bouley. Witnesses were sworn and testified and the Court being fully advised in the premises, and having made some preliminary findings, the Court having entered its Findings of Fact and Conclusions of Law separately in writing; the Court hereby enters the following Order:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Court previously considered and ruled on Defendant's Motion for Summary Judgment, and Motions in *Limine* and states those on the record.

2. The parties' jointly own as tenants in common the Property located at 3074 E. Nordic Dr., Cottonwood Heights, UT 84093-6551, in Salt Lake County, Utah, based on the evidence presented to the Court, with the provision that Plaintiff is awarded the sum of \$120,000.00 in the Property with the balance of the value to be divided as determined by the Court in the divorce proceedings.

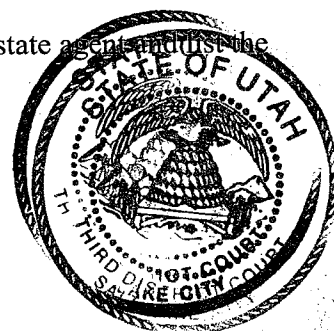
3. The Court is not going to make a determination as to the interest of any ownership interest between Defendant and Gina Ortega and Zoe Lambert in regard to the transfer of the Property by Gina Ortega to her mother, the Plaintiff. That decision is to be determined and decided by the divorce Court judge as to what Gina and Manny Ortega's interest is in the Property as this Court shall not adjudicate a portion of the divorce proceedings based upon the ownership interest between them on the Property.

4. The parties are awarded the real property in question as tenants in common with the issue of the deed transferring Gina Ortega's ownership interest in the property to be determined by the divorce case judge unless the parties can stipulate and agree otherwise.

5. The parties agreed at the end of the trial that the judge could "partition" the Property, and the Court orders as follows:

a. Either party has the first right of refusal to purchase the property based on the ownership interest determined by the Court with Plaintiff to receive the first \$120,000.00, which right shall be exercised within 90 days of the entry of the Order; or

b. The parties shall discuss and agree on a licensed real estate agent and trust the Property for sale.



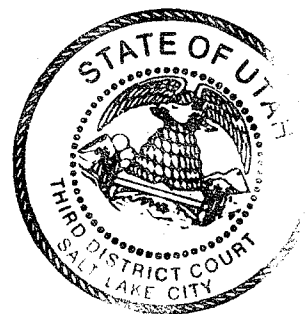
**THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF
DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing Order was served pursuant to the Utah Rules of Civil Procedure, Rule 7(j)(4), by allowing seven (7) days prior to submission of same to the Court for signature on this 5th day of June 2023 and addressed to the following:

Sara E. Bouley Attorney for Plaintiff 2825 East Cottonwood Pkwy, Suite 500 Salt Lake City, Utah 84121 sara@actionlawutah.com	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email <input checked="" type="checkbox"/> E-Filing <input type="checkbox"/> Other _____
---	--

/s/ F. Kim Walpole
Attorney for Defendant



Sara E. Bouley, #7818
ACTION LAW LLC
2825 E. Cottonwood Pkwy., Suite 500
Salt Lake City, UT 84121
Telephone: (801) 990-3262
sara@actionlawutah.com
Attorney for Plaintiff Zoe Raymonde Lambert

THIRD DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

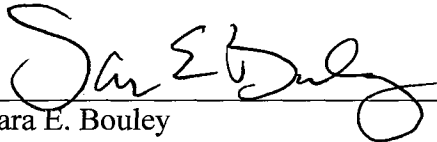
<p>ZOE RAYMONDE LAMBERT, an individual; Plaintiff, vs. MANUEL JESSE ORTEGA, an individual, Defendant.</p>	<p>SEPARATE INFORMATION STATEMENT OF THE JUDGMENT CREDITOR</p> <p>Case No. 210905084</p> <p>Judge Robert Faust (Tier 2)</p>
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Plaintiff Zoe Raymonde Lambert provides the following information in compliance with Section 78B-5-201 of the Utah Code Annotated:

1. The correct name of the judgment debtor is Manuel Jesse Ortega.
2. The last known address of the judgment debtor is 2983 South 2000 East, Salt Lake City, UT 84109.
3. The judgment debtor received service of process at 328 West 200 South, Apt. 608, Salt Lake City, UT 84101.
4. The amount of the judgment is \$120,000.
5. The judgment was entered on June 15, 2023.
6. The judgment debtor is a natural person.
7. The social security number of the judgment debtor is XXX-XX-7172.
8. The date of birth of the judgment debtor is June 28, 1989.

9. The driver's license number of the judgment debtor is unknown.
10. The name of and address for the judgment creditor is Zoe Lambert, 12821 Cambridge Road, Leawood, KS 66209.
11. The judgment has not been stayed.
12. The judgment creditor has reviewed her own records, the records of her attorneys, and the records of the court in which the judgment was entered. Any information required by Section 78B-5-201 of the Utah Code Annotated but not provided in this statement is unknown and unavailable.

DATED October 19, 2023.

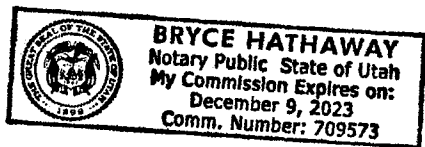



Sara E. Bouley
ACTION LAW LLC
Attorney for Plaintiff

STATE OF UTAH)
 ss:
COUNTY OF DAVIS)

On October 19, 2023, personally appeared before me Sara E. Bouley, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and while in my presence and while under oath or affirmation, voluntarily signed this document and declared that it is true.

Witness my hand and official seal.

NOTARY PUBLIC

EXHIBIT 2

The Order of the Court is stated below:

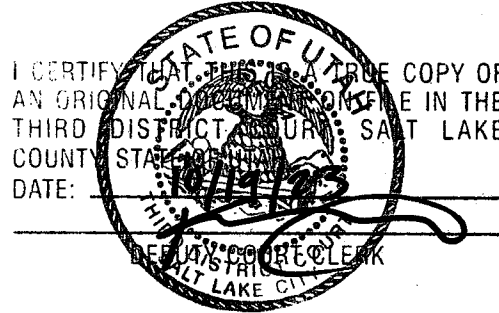
Dated: September 22, 2023
12:26:39 PM

/s/ PATRICK CORUM
District Court Judge



F. KIM WALPOLE- Bar #4510
LAW OFFICE OF F. KIM WALPOLE, P.C.
Attorney for Manuel Jesse Ortega
2661 Washington Boulevard, Suite #103
Ogden, Utah 84401
Telephone: (801) 621-2464
Fax: (801) 621-4871
Email: f.kim.walpole@gmail.com

I CERTIFY THAT THIS IS A TRUE COPY OF
AN ORIGINAL DOCUMENT ON FILE IN THE
THIRD DISTRICT COURT, SALT LAKE
COUNTY, STATE OF UTAH.
DATE: _____



IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY
STATE OF UTAH

<p>IN THE MATTER OF THE MARRIAGE OF:</p> <p>MANUEL JESSE ORTEGA,</p> <p>vs.</p> <p>GINA ORTEGA,</p>	<p>JUDGMENT OF LAW AND DECREE OF DIVORCE</p> <p>Case Number 214900771 Judge Patrick Corum Commissioner Kim H. Luhn</p>
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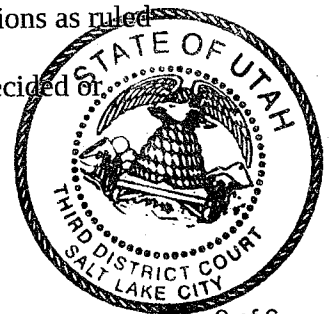
THIS MATTER having come on before the undersigned judge, pursuant to a default with its essential accompanying documents, before the Honorable Patrick Corum, judge presiding, sitting without a jury; all papers appearing to be in order; Respondent was duly served with a copy of the Petition and a copy of the Summons; wherein Respondent having answered the same within the time allotted by statute, and whereas the parties have entered into a Stipulation herein settling all of their property rights, alimony, debts and obligations, attorney's fees, court costs and other kindred matters, allowing this matter to proceed as a Default; more than three (3) months having elapsed from the date of the filing of the Complaint; and the Court

having been fully informed in the premises informed in the premises, and having made its Findings of Fact and Conclusions of Law separately stated in writing,

NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **DIVORCE**. The parties are granted a mutual Decree of Divorce from each other, same to become final upon signing and entry.
2. **CUSTODY**. There are no minor children as issue of the marriage.
3. **ALIMONY**. No alimony shall be awarded to either party, past, present or future.
4. **RETIREMENT**. Manuel and Gina shall be awarded their respective retirement accounts and interests, if any, free and clear of any interest or claim of the other party.
5. **MANUEL'S PERSONAL PROPERTY**. Manuel shall be awarded those items of personal property currently in his possession, together with his personal belongings and effects and specifically his vehicle and his dog.
6. **GINA'S PERSONAL PROPERTY**. Gina shall be awarded those items of personal property currently in her possession, together with her personal belongings and effects and specifically her vehicle.
7. **REAL PROPERTY**. As to the real property located at 3074 E Nordic Dr. Sandy, Utah, which was purchased during the marriage of Manuel and Gina and is subject to other legal action; "Case Number 210905084." The issue of the property pertaining to this marriage shall be settled as follows: Manuel is awarded an interest in said property, located at 3074 E Nordic Dr., Cottonwood Heights, UT 84093 (herein after the "Home"), along with other conditions as ruled in that case; and the Third District Court left the question of Gina's interest to be decided or



resolved in this case. Gina claims no interest on Manuel's interest in the Home, along with the other conditions set out herein by this Court.

Manuel shall have no claim, now or in the future, to the interest Gina Raymonde Ortega quit claimed to her mother, Zoe Lambert, and the interest she transferred now gives her mother, Zoe Lambert, Gina's interest in the Home.

The property is described as follows:

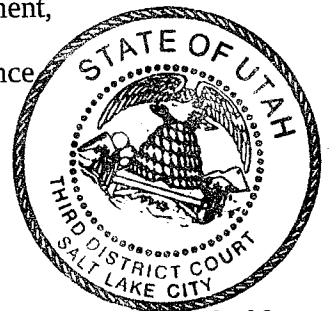
Unit 7-A, in Building 7 contained within the Scandia Village Condominiums, Phase One, a Condominium Project, as the same is identified in the Record of Survey Map recorded on June 27, 1974 in Salt Lake County, as Entry No. 2632443, in Book 74-6 of Plats, at Page 105 (as said record of survey map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, Restrictions and By-Laws for Scandia Village Condominiums, recorded on June 27, 1974 in Salt Lake County, as Entry No. 2632444, in Book 3620, at Page 206 (as said declaration may have heretofore been amended or supplemented). Together with the appurtenant undivided interest in said project's common areas as established in said declaration and allowing for periodic alternation both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates. Tax Parcel ID No. 22-35-327-014 (the "Property")

The property is to be resolved by Manuel and Zoe as agreed to between those parties or as stated in the Third District Court's Order. Gina shall have no claim on any of the profits or proceeds of the sale now or in the future.

8. **DEBTS**. Responsibilities for the parties' debts shall be as follows:

(a) Manuel shall pay the following debts and indemnify, defend and hold Gina harmless therefore

i. The balance of the loan on Manuel's Lexus he sold and left under Gina's name thru Schools First Federal Credit Union, c/o Consumer Loans Department, Account #, Loan ID #80, Loan Description: 2016 Lexus Nx200t, balance \$4,000.00.



ii. Manuel shall reimburse/pay \$4,000.00 to Gina Raymonde Ortega, which was due that he left owing on a bill that Gina was forced to pay off.

(b) The Southwest Credit Card that was under both parties' names; \$1,161.85 is owed to Gina Raymonde Ortega that Gina negotiated the amount down from \$10,000 to \$2,323.71 and paid. Manuel needs to reimburse Gina 50% or \$1,161.85

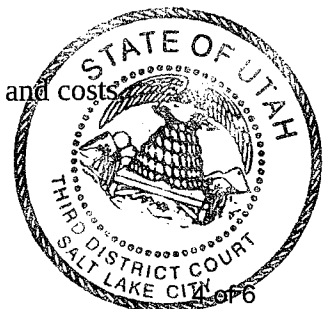
(c) Gina knows of no debt that Manuel has paid under both party's names; and if not disclosed there is nothing owed now or in the future.

9. **INCOME TAX RETURNS.** Manuel and Gina shall file separate income tax returns as they always have done during their marriage. Manuel and Gina will also file separate returns for each year they have been separated as well. Each party is responsible for their own taxes and accuracy of filing. Each party is responsible for an accurate filing according to law and holds the other harmless for any and all penalties that may occur due to inaccurate filings, late filings, or other. Each party also has no claim on any dollar amount the other party received, past, current, or in the future, due to each individual tax filing and must hold the other party harmless, past, current and future.

10. **PRE-MARITAL NAME.** Gina may be restored to her former surname at her choosing.

11. **TRANSFER OF PROPERTY.** All properties have been transferred in accordance to the Stipulation to each perspective party except as specifically mentioned in this agreement. The parties must act upon fulfilling their duties within 90 days of the signing of Stipulation.

12. **ATTORNEY'S FEES.** Each party shall pay their own attorney's fees and costs.



13. **DEFAULT.** In the event of default of any of the terms and conditions contained herein requiring additional action because of said default, the defaulting party shall be responsible for the other party's attorney's fees and costs incurred for the additional action.

THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT

APPROVED AS TO FORM AND CONTENT:

/s/ Joshua Lucherini
JOSHUA LUCHERINI
Attorney for Gina Ortega
(Signed with permission)

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing *Judgment of Law and Decree of Divorce* was served pursuant to the Utah Rules of Civil Procedure, Rule 7 (j)(2), by allowing three (3) days for mailing and seven (7) days prior to submission of same to the Court for signature on this 14th day of September 2023 and addressed to the following:

info@fairpricelawyers.com

Joshua Lucherini
Attorney at Law
2150 South 1300 East, Suite 400
Salt Lake City, UT 84106

- U.S. Mail
- Facsimile
- Email
- E-Filing
- Other _____

/s/ F. Kim Walpole

