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FILED
2022 FEB 15 03:24 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 18-3-05993-7 SEA

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

IN RE THE MARRIAGE OF:

SONYA DELANCE,

Petitioner,

and

MICHAEL DELANCE,

Respondent.

NO. 18-3-05993-7 SEA

**ORDER PARTIALLY MODIFYING
AND AMENDING DECREE OF
DISSOLUTION/PROPERTY
SETTLEMENT AGREEMENT**

Clerk's Action Required

**ORDER PARTIALLY MODIFYING AND AMENDING DECREE OF
DISSOLUTION/PROPERTY SETTLEMENT AGREEMENT**

1. Pursuant to the Property Settlement Agreement dated March 20, 2019 and the Decree of Dissolution entered on June 26, 2019, and consistent with the terms of a CR2A Settlement Agreement executed on November 26, 2021, the following is hereby ORDERED:

A. The Property Settlement Agreement, Exhibit A, Section I – PROPERTY OF THE PARTIES is amended and modified as follows:

i. Michael DeLance shall transfer 100% of the Series Seed Preferred Shares (343,403 shares) and 50% of Series Common Shares (1,310,243 shares) of the community's interest in the Tarukino/SorSETech shares to Sonya DeLance no later than December 10, 2021.

ii. This is an equitable transfer pursuant to a Divorce Decree and therefore shall be exempted from tax liability.

1 B. The Property Settlement Agreement, Exhibit A, Section IV - TAXES is
2 amended and modified as follows:

3 i. Michael DeLance shall complete, sign, and pay all taxes, penalties
4 and interest for the tax year 2016, the tax year 2017 and the tax year 2018 no later than
5 December 31, 2022. Michael DeLance shall assume, pay, indemnify and hold Sonya
6 DeLance harmless from any taxes, penalties, or interest which the IRS may assess in the
7 future relative to these income tax returns and any income tax returns filed during the parties
8 marriage. If Michael shall fail to file taxes and pay any tax liability by December 31, 2022,
9 Michael shall be deemed in contempt of this order. In this case, anytime following January
10 1, 2023, Sonya shall be permitted to enter an Ex Parte judgment directing Michael to
11 immediately file and pay all outstanding liabilities, and awarding Sonya all attorney's fees
12 and costs reasonably incurred in obtaining the Ex Parte judgment.

13 ii. Sonya DeLance shall pay the taxes from her share in the profits from
14 the sale of the Woodway home, as well as taxes associated from the sale of the
15 Lynnwood property. The amount owed for the Lynnwood property will be presented
16 by a 3rd party CPA hired by Michael DeLance, no later than June 30th, 2022 and
17 Sonya DeLance shall have the option to verify the amounts with her own CPA.
18 Michael DeLance shall be responsible and pay for any interest accrued, penalties, or
19 fees on the amount owed due to the late filing.

20 C. The Property Settlement Agreement, Exhibit A, Section VI – SPOUSAL
21 MAINTENANCE AND CHLID SUPPORT is amended/modified as follows:

22 i. As of November 26, 2021 all of Michael DeLance's spousal
23 maintenance obligations have been satisfied and this obligation shall be deemed paid in full
24 upon the execution of this agreement.

25 ii. As of November 26, 2021, Michael DeLance shall have no obligation
26 to cover the children's health insurance policies, to pay for any of the children's
27

1 extracurricular costs, to pay for the children's private school education, to pay for life
2 insurance coverage, to pay any educational costs, or to pay any post-secondary expenses for
3 the children. These obligations have been deemed satisfied in full by agreement of the
4 parties.

5 iii. Michael DeLance shall be obligated to pay the balance owed to
6 King's School and shall indemnify and hold Sonya DeLance harmless for this expense.

7 iv. Sonya DeLance shall have the right to claim both children as
8 dependents in each tax year.

9 iv. The parties have contemporaneously signed an Amended Child
10 Support Order consistent with these provisions.

11 D. The Property Settlement Agreement, Exhibit A-1, HOME SALE is
12 amended/modified as follows:

13 i. The \$500,000 Loan to Wife from the Husband has been satisfied in
14 full. There shall be no lien on the Wife's real property related to this amount. All financial
15 obligations from the Wife to the Husband have been satisfied as of November 26, 2021.

16 ii. Michael DeLance has elected to forgive this loan as a prepayment of
17 all future child support obligations. Accordingly, there shall be no transfer payment of child
18 support as it shall be deemed pre-paid through loan forgiveness.

19 E. The Property Settlement Agreement, Exhibit A-2 SCHEDULE OF ASSETS
20 AND LIABILITES is amended/modified as follows:

21 i. The Land Rover debt is assigned to Sonya DeLance.

22 ii. The Judgment entered against Michael DeLance on September 27,
23 2021 in the amount of \$22,675.41 is hereby deemed satisfied in full. This Agreed
24 Order shall qualify as a Satisfaction of Judgment.

25 All other provisions of the Property Settlement Agreement and the Decree of
26 Dissolution shall remain in full force and effect.

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SO ORDERED.

Entered this ____ day of February, 2022.

JUDGE/COMMISSIONER

Approved for Entry:
Notice of Presentation Waived:

Approved for Entry:
Notice of Presentation Waived:

BERESFORD BOOTH PLLC

s/ Anne B. Bennette
Dimitra S. Scott, WSBA No. 34634
Anne B. Bennette, WSBA No. 50240
Attorneys for Petitioner

Michael DeLance, Respondent Pro Se

Sonya DeLance, Petitioner

King County Superior Court
Judicial Electronic Signature Page

Case Number: 18-3-05993-7
Case Title: DELANCE VS DELANCE
Document Title: ORDER RE MODIFYING
Signed By: David Keenan
Date: February 15, 2022



Judge: David Keenan

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: D4CD579720E4BB8A7E792BCE878FD210340F014A
Certificate effective date: 1/3/2022 3:21:39 PM
Certificate expiry date: 1/3/2027 3:21:39 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="David Keenan:
CCQR2jst7BGY3+AVCKww+Q=="