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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of MADELINE CUNDICK, Petitioner, & JACOB SYMONS, Respondent.	DECREE OF DIVORCE Case No. 264400878 Judge Denise M. Porter Commissioner Marian Ito

Petitioner, Madeline Cundick, appearing pro se, and Respondent, Jacob Symons, through his attorney, Kimberly D. Washburn, having reached a final resolution in this matter by filing a Stipulation and Settlement Agreement dated June 26, 2026 resolving all issues in this matter.

Based upon the records, files and papers in this matter, the Court being fully advised and having entered its Findings of Fact and Conclusions of Law, the Court hereby ORDERS, ADJUDGES AND DECREES:

1. The bonds of matrimony heretofore existing between Petitioner and Respondent are hereby dissolved and each party is hereby awarded a Decree of Divorce from the other on the grounds of irreconcilable differences, to be absolute and final upon entry by the Court.

2. **Mutual Restraining Order.** Parties shall abide by the following mutual restraining orders:

A. Parties shall not harass or threaten each other.

B. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall use their best efforts to prevent third parties from such violations.

3. **Taxes.** The parties shall file joint tax returns for the 2025 tax year. The parties will share equally in any tax refund or liability for the 2025 tax year.

4. **Debts and Obligations.** Each party shall assume, indemnify, and hold the other harmless from liability on the following debts:

A. Petitioner shall pay all debts in her name including her America First Visa Credit card, any medical bills in her name.

B. Respondent shall pay all debts in his name including Apple card, Synchrony Amazon Credit Card.

C. Respondent shall be responsible for payment of the first mortgage owed to Penny Mac and the second mortgage owed to Penny Mac for so long as he continues to reside in the home and until the loans are refinanced as agreed to by the parties or until the home is sold in due course as set out in the parties' Stipulation and Settlement Agreement.

D. Neither party shall incur any additional liability on any joint accounts.

E. The parties are not aware of any other joint debts that are not otherwise addressed in their Stipulation and Settlement Agreement, and each shall pay any and all separate debts that are in their own names. Should other joint debts be later discovered, the parties have agreed that the person responsible for incurring the debt shall be responsible for paying it. The parties have agreed that the parties will hold the other harmless in the event of their refusal of payment of any joint obligation as set forth herein.

F. As authorized by Utah Code, Section 15-4-6.5, Parties should notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

4. **Personal Property.** The Respondent is awarded the 2021 Hyundai Kona automobile as his sole and separate property. Respondent shall take the steps necessary to remove the Petitioner's name from the vehicle insurance policy and title as soon as practicable. This car was purchased with the funds from the second mortgage, and the parties have agreed that if the marital residence needs to be sold as set forth in their Stipulation and Settlement Agreement, that Respondent will give a credit in the amount of \$5,800 from the net equity from the sale of the house to Petitioner at closing. Petitioner is awarded her gold Krugerrand she inherited from her grandfather as her sole and separate property. The parties shall divide the remaining personal property as they agree and if they are unable to agree, they shall return to mediation to discuss the division of the personal property.

5. **Financial Accounts.** Petitioner shall be awarded the following accounts as her sole and separate property: America First Credit Union checking and savings account ending in 4130, and the E*Trade account ending in 7935. Respondent shall be awarded the following accounts as his sole and separate property: America First Credit Union checking and savings account ending in 0851, and the America First Credit Union checking and savings account ending in 0708.

6. **Retirement Accounts.** Petitioner is awarded her Fidelity 401k as her sole and separate property.

7. **Life Insurance.** Each party shall keep their own respective life insurance policies noting that both policies are “term” insurance. Each party shall take the steps necessary to change their beneficiaries and they so choose.

8. **Alimony.** Neither party is awarded alimony from the other now or in the future.

9. **Real Property.** The parties acquired real property located at 7762 North Ruby Valley Drive, Eagle Mountain, Utah 84005; legal description: LOT 60, PLAT “A”, ASH POINT AT SADDLE ROCK RANCH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER’S OFFICE. The Respondent shall be awarded the sole possession and control of the home, and he shall be solely responsible for the mortgage, second mortgage and all other financial obligations regarding the home and real property.

A. The Respondent shall refinance all mortgages on and transfer all obligations to the home and real property into his own name within six months from the date of entry of the Decree of Divorce.

B. The parties shall have the home appraised by a mutually agreed upon real estate appraiser to establish the fair market value of the home. Each party shall be responsible for one-half of the cost of the appraisal.

C. Upon the refinancing of the mortgages on the property to remove Petitioner from the mortgage obligations, Respondent shall pay Petitioner one-half of the equity in the home and real property calculated by subtracting the first mortgage balance (including the prorated property tax and property insurance expenses) and the second mortgage balance from the appraised fair market value.

D. If the Respondent is unable to refinance the home and real property into his name within the six-month window following the entry of the Decree of Divorce, the parties have agreed that the home and real property will be listed for sale. The parties have agreed to utilize real estate agent Michael Hoffee to list the home and real property for sale. If Mr. Hoffee is unavailable or unable to act as the parties' selling agent, the parties will work together to select a mutually agreeable real estate professional to list and market the home and real property. The parties shall follow the advice and recommendations of their mutually agreed upon real estate professional in the sale and marketing of the home and real property.

E. The parties shall share equally in any mutually agreed upon costs and expenses necessary to prepare and ready the home for sale.

F. If the home has to be sold because Respondent is unable to refinance the mortgages into his name, upon the sale of the home and real property each party is

awarded one-half of the net equity from the sale of the home and real property. Net equity is determined by subtracting the costs of sale (including but not limited to real estate agent fees, title insurance, taxes, escrow fees, seller concessions, etc.) and subtracting the current payoff amounts for the first mortgage and second mortgage from the final purchase price paid for the home.

10. Attorney's Fees. Each party shall be responsible for their own costs and attorney's fees incurred in this matter.

11. Deeds and Titles. The parties shall execute and deliver to the other all documents required to implement the provisions of the Decree of Divorce entered in this matter.

12. Mediation Prerequisite. Prior to filing any petition to change or modify the Decree of Divorce, the parties shall attempt to first resolve their issues through mediation.

ELECTRONICALLY SIGNED BY THE COURT AS SHOWN AT THE TOP OF THIS ORDER

Approved:

/s/ Madeline Cundick*

Madeline Cundick

Petitioner

*Electronically signed by Kimberly Washburn for Madeline Cundick with written permission
07/03/2026

RULE 7 NOTICE

Please take notice that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the foregoing documents will be submitted for signature and entry at the expiration of seven days unless a written objection is filed within that time period.

DATED this 3rd day of July, 2026.

/s/ Kimberly D. Washburn
Kimberly D. Washburn
Respondent's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of July, 2026, the foregoing document was served upon the following in the manner indicated:

Madeline Cundick

Petitioner

Via email to: madelinecundick@gmail.com

/s/ Kimberly D. Washburn