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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

NATALIE CATER,
Petitioner,
and

ROGER WINSTON CATER,
Respondent.

DECREE OF DIVORCE

Civil No. 244904240

Judge Charles Stormont
Commissioner Michelle Blomquist

This matter came before the Court for a three-day bench trial (the “Trial”) on Petitioner, NATALIE CATER (“Natalie”)’s *Verified Petition for Divorce* and Respondent, ROGER WINSTON CATER (“Roger”)’s *Verified Counter-Petition for Divorce*. The first day of testimony was held June 17, 2025, at which time the trial was rescheduled after several evidentiary issues were argued. Trial was reconvened on January 8 and 9, 2026, the Honorable Judge Charles Stormont presiding. Natalie was present and represented by her attorney, Camille Mackay. Roger was present and represented by his attorney, Rebecca S. Ross. Being fully

advised, the Court entered its *Amended Findings of Fact and Conclusions of Law*, dated August 6, 2026. Now being fully informed, the Court hereby enters the following Decree of Divorce:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The parties were married on September 7, 2002, in Salt Lake City, Utah, and are currently married. The parties separated on or about October 26, 2024 when Roger moved out of the Marital Home.
2. The parties are awarded a divorce on the grounds of irreconcilable differences.
3. The parties are the parents of two children, both of whom are now adults.

(Marital Property)

4. It is most equitable to value the marital estate as of the date of separation, or as near to that date as is practicable. Any amounts spent from marital accounts by one party during this litigation shall be considered an advanced payment towards their portion of the marital estate, as referenced herein.
5. **Pets.** During the marriage, the parties acquired a dog, Harley, and a cat. The cat passed away during the pendency of these proceedings. As an item of personal property, the dog has a nominal value. Natalie is awarded the dog. She shall be responsible for any and all expenses associated with the dog's care. She is encouraged, but not ordered, to provide Roger opportunities to see the dog as she deems appropriate.
6. **2015 Nissan Rogue.** Roger is awarded this vehicle and shall pay one-half of its value (\$5,750) to Natalie.
7. **2021 Toyota 4Runner.** Natalie is awarded this vehicle and shall pay one-half of its value (\$20,000) to Roger.

8. **2006 Toyota Corolla.** Roger is awarded this vehicle, and shall pay one-half of its value (\$1,750) to Natalie.
9. **2006 Starcraft Hybrid Camp Trailer.** Roger is awarded this trailer and shall pay one-half of its value (\$4,000) to Natalie.
10. **2014 Chevy Silverado.** Roger acquired this vehicle post-separation. As such, this vehicle is awarded to Roger, with no claim or offset in value awarded to Natalie.
11. The Court notes that across all vehicles (including the trailer), Natalie owes Roger a net amount of \$8,500.
12. **2024 Tax Returns.** The parties each filed separate tax returns for 2024. No offsets shall be awarded to either party by their lawful conduct to timely file their 2024 taxes.
13. **Computer and Other Minor Personal Property.** The personal property in the possession of each party at the time of trial shall remain in their possession, and no further award with respect to a computer or other items of personal property shall be made.
14. **7505 South Monterey Circle, Cottonwood Heights, Utah, 84093 (the “Marital Home”).** The Marital Home shall be awarded to Natalie. The value of the Marital Home at the time of separation is \$655,000. Subtracting the mortgage amount of \$62,155.11 existing as of the date of separation, the equity in the Marital Home as of the time of separation is \$592,845 (rounded to the nearest dollar). Each party is entitled to 50% of this equity in an amount of \$296,422.50.
15. The deed of trust is solely in Roger’s name. Natalie shall remain responsible for all payments towards the deed of trust while she works to pay Roger his portion of the equity in the Marital Home.

16. Natalie shall be allowed six months from the date this Decree is entered or 60 days after the date that the Charles Schwab (SEP) Account -2432 is distributed, whichever is later, to (1) pay Roger his portion of the equity in the Marital Home (\$296,422.50); and (2) remove Roger's name from the deed of trust (*e.g.*, by refinancing the deed of trust into her name or by paying off the deed of trust in full).

17. Roger shall cooperate in a timely fashion with respect to any requests for paperwork or information that Natalie may require to remove him from the deed of trust. This may include cooperating with her to secure a new HELOC on the home. Natalie shall hold Roger harmless from any expense associated with removing Roger's name from the deed of trust.

18. If Natalie is able to remove Roger's name from the deed of trust and pay Roger his portion of the equity in the Marital Home in the time allowed, Roger shall quit claim his interest in the Marital Home to Natalie within a reasonable time not to exceed 10 days through a valid and recordable document.

19. In the event Natalie is unable to remove Roger's name from the deed of trust and pay Roger his equity, the Marital Home shall be immediately listed for sale with an agreed-upon realtor. The parties shall follow the advice of the realtor as it relates to listing price, necessary repairs, counter-offers, etc. Upon the sale of the Marital Home, the mortgage shall be extinguished, realtor and closing costs paid, and the parties shall thereafter equally divide the net proceeds. The parties shall behave reasonably towards each other and the realtor in all dealings connected with the sale, including by timely responding to inquiries relating to the sale.

20. **349 N. Matt Dillon Trail, Central, Utah, 84722.** This property was inherited by Roger during the marriage, and is owned 50% by Roger and 50% by his brother. Marital funds were

used during the marriage to contribute to the maintenance and improvements of this property in the amount of \$12,826.66. Roger shall be awarded ownership of the property and any equity therein, free and clear of any claim by Natalie. However, amounts owed by Natalie to Roger shall be offset by a 100% reimbursement of the \$12,826.66 to Natalie.

21. 7963 S. Tennyson Circle, Sandy, Utah, 84070. In October 2024, shortly before the parties separated, Roger purchased a home located at 7963 S Tennyson Circle, Sandy, Utah 84070. The Tennyson Circle home shall be awarded to Roger free and clear of any claim by Natalie, with Roger maintaining responsibility for any debt related to this home.

22. 921 East 1700 South, Salt Lake City, Utah 84105 (the “Sugar House property”). Natalie purchased the property in 1992, a decade before marrying Roger. The Sugar House home is awarded to Natalie as her separate property, with no claim or offset in value awarded to Roger.

(Financial Accounts)

23. Natalie’s Minnesota Life Insurance SEP Account -8000, with a balance of approximately \$32,746.40, is Natalie’s separate, premarital property. This account is awarded to Natalie as her sole and separate property.

24. Securian Financial IRA Account -5753, worth approximately \$5,600.34, is Natalie’s separate, premarital property. This account is awarded to Natalie as her sole and separate property.

25. Ameritas Income Security Plan -3578 account, with a balance of approximately \$10,034.88 at the time of separation, is entirely marital. Roger is entitled to \$5,017.44 from this account, representing his half of the total marital balance of the account. The parties have agreed for this amount to be awarded to Roger as an offset from the SEP IRA payout to Natalie (see

below), so as to limit the number of QDROs necessary in this matter. Upon this offset being effectuated in the SEP IRA, Natalie shall be awarded the entirety of account -3578.

26. Charles Schwab Roth IRA -7421 is Roger's separate, premarital property. This account is awarded to Roger as his sole and separate property.

27. Charles Schwab (SEP) Account -2432 contained marital and premarital contributions. Applying the *Woodward* formula as outlined in the Court's Findings, the Court found the \$1,126,045.59 balance in the account on November 1, 2024 (approximately the time of separation) included \$154,043.04 in premarital funds. Thus, the marital portion of the account balance is calculated to be \$972,002.55, and Natalie is entitled to one-half of this amount (\$486,001.28). As noted above, however, the parties have agreed for the \$5,017.44 owed to Roger for the Ameritas account to be included as an offset against these funds.

28. Therefore, a QDRO shall be drafted and executed on Charles Schwab (SEP) Account -2432 transferring \$480,983.84 (\$486,001.28 - \$5,017.44) to Natalie, with no post-separation investment gains or losses attached.

29. However, in addition to the \$480,983.84, the Court found that the contribution to the SEP IRA made in March of 2025 constitutes a mixed asset, as Roger explained that the checks are paid in March every year for the prior tax year. Natalie is awarded 40.98% of the total March 2025 contribution. Thus, the QDRO shall be drafted to transfer Natalie's static baseline award of \$480,983.84, with no post-separation investment gains or losses attached, but alongside her 40.98% share of the March 2025 contribution, to be calculated and divided by the plan administrator.

30. The parties shall agree on the person to draft the QDRO, and shall split the cost equally.

Upon this transfer, Roger shall be awarded the remainder of the account.

31. Checking and Savings Accounts. During the marriage, the parties acquired various checking, savings, and money market accounts. The accounts are awarded as follows:

32. UFirst Credit Union accts. -1816: This account had total assets of \$169,176.92 at the time of separation. The parties each received a distribution of \$30,000 from this account pursuant to the Order from January 2, 2025 Hearing. Accordingly, the value of this account will be reduced \$60,000 to \$109,176.92. Roger shall be awarded half of this amount, totaling \$54,588.46.

33. UFirst Credit Union accts. -9530: This account had total assets of \$5,189.08 at the time of separation. Half of this account shall be awarded to Roger, totaling \$2,594.54.

34. Cash. The \$9,000 cash from the sale of the 2003 Toyota 4Runner shall be split equally, and the party in possession of the cash (Natalie) shall pay the other party (Roger) \$4,500.

35. UFirst Credit Union accts. -9530 CD in A.C.'s name: This CD was intended for the benefit of A.C. Because the account has been emptied, it cannot be transferred. The CD is excluded from the marital distribution ledger, and no further spousal offset is awarded.

36. UFirst Credit Union accts. -9530 CD in N.C.'s name: This CD was intended for the benefit of N.C. It is therefore awarded to N.C. and the parties shall cooperate to ensure it is transferred to N.C.

37. Roger's Venmo Account. This account had total assets of \$35.10 at the time of separation. Half of this amount shall be awarded to Natalie, totaling \$17.55.

- 38. Health Equity HSA -8986:** This account is a benefit of Roger's employment, and shall be awarded to him.
- 39. UFirst Credit Union, -1978:** This account is in Roger's name and was established shortly prior to separation. UFirst Account -1978 is awarded entirely to Roger.
- 40. UFirst Credit Union accts: -5630:** This account had total assets of \$5,444.30 at the time of separation. Half of this amount shall be awarded to Natalie, totaling \$2,722.15.
- 41. UFirst Credit Union accts. -0256:** This account had total assets of \$35,794.11 at the time of separation. The account (including its sub-accounts) belongs to Victorian Properties LLC. Accordingly, the -0256 accounts are awarded entirely to Natalie.
- 42. UFirst Credit Union Account -2944:** This account is in Natalie's name and was established post-separation. Natalie shall be awarded this account without claim from Roger, unless it is later shown, consistent with Rule 60(b), that a different order should enter regarding this account.
- 43.** The total assets across these checking and savings accounts (excluding the CDs awarded to the adult children of the parties) equals \$128,845.41, and each party is entitled to a total of \$64,422.70.
- 44.** Natalie has been in sole possession of all these checking and savings account funds throughout this litigation, with the exception of (1) the \$1,601.89 from the money market in the -9530 account, (2) Roger's Venmo (\$35.10), and (3) the Express Title accounts (\$5,444.30). Accordingly, Roger has received \$7,081.29 of the \$64,422.70 owed to him. Without including/accounting for any offsets, Natalie owes \$57,341.41 to Roger.

45. Life Insurance. During the marriage, the parties obtained two life insurance policies. The policy in Roger's name is a term life policy, and has no cash value. The policy in Natalie's name has a cash value of \$11,309.37. Each party is awarded the life insurance policy in their own name, and Roger shall receive \$5,654.69, representing half the cash value of Natalie's policy.

46. Roger paid for 14 months of life insurance premiums since separation. Those premiums total \$204 per month, with Natalie's half being \$102. Roger is entitled to reimbursement of these amounts totaling \$1,428. Each party shall immediately begin paying for their respective life insurance policies.

47. Marital and Non-Marital Debts. There is no marital debt other than the mortgage on the Marital Home, and any debt presently existing is the responsibility of the party who incurred the debt.

48. Health Insurance Offset. Roger's requested financial offset of \$1,732.50 for Natalie's portion of the health insurance premiums that he paid on her behalf for 15 months following their separation is denied.

49. Business Interests. Natalie is awarded Victorian Properties, LLC. Roger is awarded Express Title Services, subject to the equitable division of its bank accounts, as ordered herein.

50. Attorney Fee Retainer. Roger paid \$5,712.50 to Miller Law Group (his attorneys) from joint marital accounts prior to the separation of the parties' finances. Natalie spent no money from marital accounts to pay attorney fees in this matter. Roger shall pay Natalie an offset of \$2,856.25 to reimburse her for the dissipation of joint marital funds.

51. When adding the total amounts owed to each party, across vehicles (including the trailer), checking and savings accounts, life insurance accounts and premiums, the Central Lot, and attorney fee retainer, Natalie owes Roger a total of \$57,241.19.¹

52. Natalie shall pay Roger at least \$50,000 as quickly as reasonably possible, and no later than 30 days after the entry of this Decree of Divorce. The balance owed to Roger shall be paid no later than 60 days after the date that the Charles Schwab (SEP) Account -2432 is distributed.

(Alimony)

53. **Marital Standard of living.** Based upon analysis of the statutory factors, the Court finds the marital standard of living to be \$7,172.91 per month.

54. **Natalie's Income.** Natalie's gross monthly income from W-2 employment is \$4,667 (\$56,000 gross annually). Natalie also owns a multi-family rental property (Victorian Properties) which is capable of earning \$28,750 after the deduction of reasonable and necessary business expenses. Thus, Natalie's current gross income is approximately \$84,750 annually. Once the mortgage on the Sugar House property is paid off in approximately three years, Natalie's gross earning capacity will be \$99,735.12. As calculated in the Court's *Amended Findings of Fact and Conclusions of Law*, Natalie's current net annual income is \$66,123.87, which equates to \$5,510.32 per month. Once the mortgage is paid off on the Sugar House property, Natalie's net annual income will be \$77,130.44, which equates to \$6,427.54 per month.

55. **Natalie's Financial Need.** The Court adjusted Natalie's monthly needs in light of the marital standard of living to be \$6,517.74 per month. Until Natalie pays off the mortgage on the

¹ The Court's Amended of Findings of Fact and Conclusions of Law calculated this amount to be \$53,085.69. However, the parties agree that the Court's math was incorrect.

Sugar House property, she has a shortfall of \$1,007.42 per month. After she pays off the mortgage on the Sugar House property, she has a shortfall of \$90.20.

56. Roger's Gross Income. Roger earns a gross yearly income of approximately \$109,956 from employment, with an expected annual bonus of approximately \$5,000 each year. Roger also owns his own business, Express Title Services, through which he is capable of earning \$10,000 per year, after deducting reasonable and necessary business expenses. Combining these two income sources, Roger's gross annual income is approximately \$124,956. As calculated in the Court's *Amended Findings of Fact and Conclusions of Law*, Roger's net annual income is \$89,737.18, which equates to \$7,478.10 per month.

57. Roger's Monthly Needs. The Court adjusted Roger's monthly needs in light of the marital standard of living to be \$6,518.42. Roger has current surplus income of \$959.68.

58. Alimony Award. Roger shall pay Natalie alimony in the amount of \$983.55 per month for a period of three years, with that three-year period beginning on February 1, 2026. After that time, Roger shall pay Natalie \$90.20 per month in alimony.

59. Length of the Marriage. The parties were married for 21 years and 10 months before the Petition was filed in this case. Alimony shall be awarded for the duration of the marriage, subject to modification according to the law.

60. No retroactive alimony is awarded to Natalie.

61. Roger shall pay Natalie directly for the alimony payments and the payments shall be due on the 1st day of each month.

62. Roger shall not be required to secure life insurance and incur additional expenses as requested by Natalie or to designate her as his beneficiary on any policies. Natalie may elect to spend her own funds to secure such life insurance if she feels she needs it.

(Attorneys Fees)

63. Both parties requested the Court order the other to pay their attorney fees. Neither party has met the burden of demonstrating the requisite financial need or bad faith. Accordingly, Court exercises its discretion to deny both parties' requests for attorney fees. Each party shall be solely responsible for their own attorney fees and costs incurred in this matter.

(Miscellaneous)

64. If either party fails to comply with the provisions of this Decree, the other party's obligations under the Decree are not affected.

65. **Maiden Name.** Natalie is permitted to change her name back to Natalie Walton Baxter, should she so choose.

END OF DECREE OF DIVORCE

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE
TOP OF THE FIRST PAGE****

Approved as to Content and Form:

/s/ Camille Mackay
Camille Mackay
Attorney for Natalie Cater
(E-signed with express authorization of Camille Mackay
sent via e-mail dated 09.04.26)

RULE 7 NOTICE

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing proposed *Decree of Divorce* will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED this 27th day of August, 2026.

/s/ Rebecca S. Ross
Rebecca S. Ross
Attorney for Roger Winston Cater

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of August, 2026, I caused to be delivered a true and correct copy of the forgoing document to Petitioner through her attorney of record, Camille Mackay, via e-mail to camille@carrwoodall.com.

/s/ Hannah Wanstrom

Hannah Wanstrom
Legal Assistant to Rebecca S. Ross