

The Order of the Court is stated below:

Dated: August 10, 2026
01:58:16 PM

/s/ CRISTINA ORTEGA
District Court Judge



BURTON LAW FIRM, P.C.
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Attorneys for Petitioner

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

In the Matter of the Marriage of JAY M. MOORE, Petitioner, and THERESA A. MOORE, Respondent.		DECREE OF DIVORCE Case No: 264900275 Commissioner: Brandon Richards Judge: Cristina Ortega
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The Petitioner filed his Petition for Divorce on the 18th day of February, 2026.

The Respondent filed her Answer on the 26th day of March, 2026. The Petitioner and Respondent both signed a Stipulation on the 14th day of July, 2026. The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. The parties were for more than three (3) months prior to filing this action actual and bona fide residents of Weber County, State of Utah.
2. This Court has jurisdiction over the parties' claims pursuant to Utah Code Ann. § 78A-5-102 and UTAH CODE ANN. § 81-4-402.

GROUND

3. Petitioner and Respondent were married on the 17th day of September, 1992, in Ogden, Weber County, state of Utah.
4. During the course of the marriage, the parties have encountered irreconcilable differences that have made the continuation of the marriage impossible.

CHILDREN

5. The parties have two children together, both children have emancipated.

REAL PROPERTY

6. The home and real property located at 189 West 4050 North in Pleasant View, Utah has been sold, with the net sales proceeds and any liabilities relating to the property having been divided and allocated to the mutual agreement and satisfaction of the parties.
7. The home and real property located at 1427 Sheridan Drive in Ogden, Utah is awarded to Jay, together with all equity therein, as his sole and separate property free and

clear of any claim or interest of Theresa; with this property being awarded to him subject to all debt and encumbrance thereon, which he shall hold Theresa harmless from.

8. The home and real property located at 325 East 2550 North #113 in North Ogden, Utah is awarded to Theresa, together with all equity therein, as her sole and separate property free and clear of any claim or interest of Jay; with this property being awarded to her subject to all debt and encumbrance thereon, which she shall hold Jay harmless from.

PERSONAL PROPERTY

9. The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of the Stipulation as a full and complete division of personal property.

10. Theresa is awarded the 2006 Toyota 4-Runner as her sole and separate property free and clear of any claim or interest of Jay; subject to all debt, liability and encumbrance thereon, which she shall hold him harmless from. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

11. Jay is awarded the 2026 Subaru Outback and motorhome as his sole and separate property free and clear of any claim or interest of Theresa; subject to all debt, liability and encumbrance thereon, which he shall hold her harmless from. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

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DEBTS

12. The debts shall be divided as follows:

a. Theresa:

- i. Any credit cards solely in her name, any debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on December 9, 2025; and
- ii. Her own medical and dental expenses.

b. Jay

- i. Onity (mortgage on real property identified in Paragraph 7 above)
- ii. Chase (Subaru)
- iii. Any credit cards solely in her name, any debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on December 9, 2025; and
- iv. His own medical and dental expenses.

13. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

RETIREMENT/INVESTMENT ACCOUNTS

14. Retirement/investment accounts shall be handled as follows:

- a. Theresa is awarded the Van Guard brokerage account (#7447) in her name as her sole and separate property free and clear of any claim or interest of Jay.
- b. Jay is awarded the Fidelity investment account (#5198) and Fidelity IRA (#4926) accounts in his name as his sole and separate property free and clear of any claim or interest of Theresa.

- c. Jay is awarded the joint Fidelity investment account (#2052) as his sole and separate property free and clear of any claim or interest of Theresa. The parties shall cooperate in order to complete and sign any forms necessary to remove Theresa from the account, which shall be completed within 30 days of the date of the Stipulation. Theresa shall not make any withdrawals, transfers or debits of any kind from the account.
- d. Theresa is awarded a Woodward share of Jay's FERS pension.
- e. Theresa is awarded a Woodward share of Jay's Thiokol pension.
- f. The Thiokol Fidelity IRA (#6584) account in Jay's name shall be valued as of the date of entry of the Decree of Divorce. There are premarital funds in the account, which are awarded to Jay, together with gains/losses on the premarital funds. The premarital portion of the account shall be deducted from the total value of the account as of the date of entry of the decree, with the net balance of the account after deducting the premarital portion being divided equally between the parties. One half of the marital portion of the account, together with gains and losses on this sum from the date of divorce until the date of segregation is awarded to Theresa. Theresa's share of the account shall be allocated to her via QDRO or other Court order or means of transfer required by the Plan. The remaining balance of the account is awarded to Jay as his sole and separate property free and clear of any claim or interest of Theresa. No transfers, withdrawals or loans shall be made or taken from the account until division of the account is completed.

- g. The Unisys Fidelity IRA (#4943) account in Jay's name shall be valued as of the date of entry of the Decree of Divorce. Each party is awarded one half of the total value of the account as of the date of entry, together with gains and losses on their respective portions of the account which accrue from the date of entry of the decree until the date of segregation of the account. Theresa's share of the account shall be allocated to her via QDRO or other Court order or means of transfer required by the Plan. No transfers, withdrawals or loans shall be made or taken from the account until division of the account is complete. After completion of division of the account, the remaining balance of the account is awarded to Jay as his sole and separate property free and clear of any claim or interest of Theresa.
- h. The W&R Fidelity IRA (#8797) account in Jay's name shall be valued as of the date of entry of the Decree of Divorce. Each party is awarded one half of the total value of the account as of the date of entry, together with gains and losses on their respective portions of the account which accrue from the date of entry of the decree until the date of segregation of the account. Theresa's share of the account shall be allocated to her via QDRO or other Court order or means of transfer required by the Plan. No transfers, withdrawals or loans shall be made or taken from the account until division of the account is complete. After completion of division of the account, the remaining balance of the account is awarded to Jay as his sole and separate property free and clear of any claim or interest of Theresa.

- i. The W&R Fidelity IRA (#8804) account in Jay's name shall be valued as of the date of entry of the Decree of Divorce. Each party is awarded one half of the total value of the account as of the date of entry, together with gains and losses on their respective portions of the account which accrue from the date of entry of the decree until the date of segregation of the account. Theresa's share of the account shall be allocated to her via QDRO or other Court order or means of transfer required by the Plan. No transfers, withdrawals or loans shall be made or taken from the account until division of the account is complete. After completion of division of the account, the remaining balance of the account is awarded to Jay as his sole and separate property free and clear of any claim or interest of Theresa.
- j. The TSP account in Jay's name shall be valued as of the date of entry of the Decree of Divorce. Each party is awarded one half of the total value of the account as of the date of entry, together with gains and losses on their respective portions of the account which accrue from the date of entry of the decree until the date of segregation of the account. Theresa's share of the account shall be allocated to her via QDRO or other Court order or means of transfer required by the Plan. No transfers, withdrawals or loans shall be made or taken from the account until division of the account is complete. After completion of division of the account, the remaining balance of the account is awarded to Jay as his sole and separate property free and clear of any claim or interest of Theresa.

- k. The Vanguard traditional IRA (#7447) account in Theresa's name shall be valued as of the date of entry of the Decree of Divorce. There are premarital funds in the account, which are awarded to Theresa, together with gains/losses on the premarital funds. The premarital portion of the account shall be deducted from the total value of the account as of the date of entry of the decree, with the net balance of the account after deducting the premarital portion being divided equally between the parties. One half of the marital portion of the account, together with gains and losses on this sum from the date of divorce until the date of segregation is awarded to Jay. Jay's share of the account shall be allocated to him via QDRO or other Court order or means of transfer required by the Plan. The remaining balance of the account is awarded to Theresa as her sole and separate property free and clear of any claim or interest of Jay. No transfers, withdrawals or loans shall be made or taken from the account until division of the account is completed.
- l. The Vanguard Roth IRA (#7447) account in Theresa's name shall be valued as of the date of entry of the Decree of Divorce. There are premarital funds in the account totaling \$50,000.00, which funds are awarded to Theresa as her sole and separate property free and clear of any claim or interest of Jay. The \$50,000.00 premarital portion of the account shall be deducted from the total value of the account as of the date of entry of the decree, with the net balance of the account after deducting the premarital portion being divided equally between the parties. One half of the marital portion of the account, together with gains and losses on this sum from the date of divorce until the date of

segregation is awarded to Jay. Jay's share of the account shall be allocated to him via QDRO or other Court order or means of transfer required by the Plan. The remaining balance of the account is awarded to Theresa as her sole and separate property free and clear of any claim or interest of Jay. No transfers, withdrawals or loans shall be made or taken from the account until division of the account is completed.

- m. All order(s)/(Q)DRO(s) and/or other forms required in order to effectuate division of the accounts as set forth at Paragraphs 14(d-1) above shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any forms and/or other documents required in order to complete division of the accounts. All division orders and/or forms/documents shall be subject to both party's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by any plan in connection with implementation of division of the account.

OTHER FINANCIAL ACCOUNTS

- 15. There are no joint financial institution accounts. Each party is awarded all financial institution accounts in their own names, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party.

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TAXES

16. Taxes shall be handled as follows:
- a. All state and federal tax returns for 2025 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.
 - b. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received.

Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.
 - c. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

INSURANCE POLICIES

17. Theresa shall continue to be covered under Jay's health insurance policy until entry of the Decree of Divorce. Once the Decree is entered, Theresa shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.
18. There are no joint auto insurance policies. Each party is solely responsible for their own automobile insurance coverage at their own cost.

19. There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

ALIMONY

20. Neither party is awarded any alimony from the other now and forever in the future.

GLOBAL PROPERTY SETTLEMENT

21. As and for a global property settlement, Jay shall pay to Theresa the total sum of \$14,000.00, which sum shall not be assessed with, nor accrue interest (except in the event of non-payment as addressed below). This total sum for the property settlement shall be paid as follows:

- a. The total sum of \$14,000.00, to be tendered to Theresa by Jay by 5:00 p.m. on July 21, 2026.
- b. Jay may pre-pay any portion or all of the property settlement without penalty.
- c. In the event that the property settlement is not tendered in full by 5:00 p.m. on July 21, 2026, then any sum owing on the property settlement shall be reduced to judgment and shall accrue interest at the statutory rate, commencing July 22, 2026.

MISCELLANEOUS

22. Each party is solely responsible for their own cell phone plan and account at their sole cost and solely responsible for any obligations/fees associated with their individual phones and phone lines. Theresa shall be removed from Jay's plan and in connection

with this is awarded her own cell phone and number (801-388-4635). The parties shall cooperate in order to sign and complete any forms necessary to implement this provision, including porting Theresa's cell phone number to a new account/plan; which shall be completed within 30 days of the date of the Stipulation.

23. At her sole option and election, Theresa may be restored to her maiden surname of "Mueller".

24. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). Any and all communication between the parties shall be civil. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

25. The parties have made a full disclosure of all marital assets. If any marital asset is discovered subsequent to the date of the Stipulation, which was not disclosed by the party with ownership of the asset, then the asset shall be awarded in its entirety to the other party.

26. If there is any dispute between the parties related to the Stipulation or the Decree of Divorce, they shall participate in mediation to address the dispute, prior to filing any Court action. In connection with this, the mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

27. The parties shall each pay their own attorney fees and costs incurred in this matter.

28. This agreement shall settle all claims and issues between the parties as of the date of the Stipulation. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

29. The pretrial currently scheduled for October 22, 2026 shall be stricken.

30. Both parties shall execute all documents required in order to effectuate the terms of the Decree of Divorce.

--END OF ORDER--

Signed as indicated at the top of page one

DATED this 21st day of July, 2026.

Approved as to form and content:

/s/ Scott Wiser * Signed with
Permission given via email
Scott Wiser
Attorney for Respondent

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Order to the Judge of the above-entitled Court for signature and entry, upon the expiration of seven (7) days from the date this document is served on you (or upon expiration of fourteen (14) days if service is solely by mail), or upon written objection.

DATED this 15th day of July, 2026.

/s/ Michael B. Lundberg

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of July, 2026, I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Scott Wiser

x Email

/s/ Michael B. Lundberg