



Kevin G. Richards (5339)
Jaime G. Richards (15017)
Carl N. Anderson (13944)
RICHARDS & RICHARDS LAW FIRM
2562 Monroe Blvd.
Ogden, Utah 84401
Telephone: (801) 621-7443
Fax: (801) 621-1122
kevin@utahlegalcounsel.com
jaime@utahlegalcounsel.com
carl@utahlegalcounsel.com

Attorney for Petitioner

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

In the matter of the marriage of

ROBERT CUDWORTH

and

JENNIFER MOORE-CUDWORTH

DECREE OF DIVORCE

Case No.: 254900399

Judge: Camille Neider

Commissioner: Brandon Richards

Tier 4

Petitioner having filed a Petition for Divorce against the Respondent; the Respondent having filed an Answer and Counter-Petition; and the parties having entered into a full settlement agreement via Judicial Settlement Conference, that agreement having been read into the record and the Court having accepted the parties agreement as a full and complete settlement of all issue of the parties divorce, the Court having previously entered its Findings of Fact and Conclusions of Law:

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED
AND DECREED AS FOLLOWS

1. DIVORCE: The parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry.
2. MARRIAGE: Petitioner and Respondent were married on May 10, 2015, in Weber County, Utah.
3. GROUNDS: During the course of the marriage, irreconcilable differences have arisen making the continuation of the marriage relationship both impossible and impracticable.
4. CHILDREN: There are no children born at issue of this marriage.
5. REAL PROPERTY
 - a. The parties acquired a marital home located at 5049 S 4300 W, Hooper, Utah 84315. The parties have further agreed that the marital home shall be sold and that the final equity in the property shall be determined from the actual sale price and the amounts paid and charged at closing.
 - b. As of the date of the parties' final full agreement, the balance owing on the first mortgage was approximately \$208,993.18 and the balance owing on the HELOC was approximately \$57,330.65. These balances are stated as reference balances only; the actual payoff amounts due at closing shall control for purposes of determining the final net equity and distribution of sale proceeds.
 - c. The parties shall list the marital home for sale with Adair Real Estate as the listing agent. The marital home shall be listed for sale within fourteen days after the realtor is retained. The parties shall cooperate in all respects with the real estate agent, including

but not limited to, the signing of all documents required to list, sell, and close on the sale of the home within seven days. The parties agree to follow all realtor's recommendations regarding sale price, repairs, lowering listing price, etc. All agreed upon repairs shall be paid with the HELOC, if possible, or the parties shall split the costs evenly. If one party pays for a repair, then that party shall be reimbursed from the proceeds. The parties shall accept any reasonable offer made for the purchase on the home.

d. Until the marital home is sold, Petitioner and Respondent shall each be responsible for one-half of the mortgage and HELOC associated with the marital home.

6. PERSONAL PROPERTY

a. The parties have already divided their personal property to their mutual satisfaction.

b. Each party shall retain the personal property presently in his or her possession, consistent with the parties' completed division of personal property.

c. No further division of personal property is required except as may be specifically agreed in writing by the parties.

7. VEHICLES

a. The parties shall each be awarded the vehicles currently in their possession and shall be responsible for any debts and/or other costs associated with the vehicle(s) they each are awarded.

8. ACCOUNTS

a. The Petitioner shall be awarded all accounts held in his individual name.

- b. The Respondent shall be awarded all accounts held in her individual name.
- c. Any and all joint accounts shall be used for the payment of joint debts. After the payment of all joint debts have been paid, shall monies still be in joint accounts, those monies shall be divided equally between the parties and joint accounts will be closed.

9. DEBTS

- a. The balance owing on the AFCU joint line of credit, as of the date of the parties' final full agreement, was \$2,737.50. This obligation is included among the current debts to be paid from the proceeds/equity of the sale of the marital home, subject to the parties' agreement concerning payment of current debts from sale proceeds.
- b. Upon the sale of the marital home, the sale proceeds shall be used to pay the marital debt of the parties, except that of Petitioner's student loans, Respondent's Subaru obligation, and Petitioner's "lawsuit" obligation as these debts shall not be paid from the sale proceeds. The parties further agree that respondent shall be awarded \$24,000.00 in the marital home, to be used towards marital debts: Citibank card, the USAA card, the AFCU card, the AFCU LOC, and the Intermountain debt. After payment of the first mortgage, HELOC, the agreed current debts as listed above and other proper sale/closing charges, Respondent shall be paid \$30,000, then Petitioner shall be paid \$20,000. All remaining proceeds shall then be divided evenly between the parties.
- c. Petitioner is responsible for paying his student loan debt and any potential payments due from his current accident lawsuit.

TAXES: The parties acknowledge that taxes in the amount of \$13,922.00 have already been paid. Accordingly, the \$13,922.00 tax amount is not an unpaid current debt to be deducted

again from the sale proceeds or remaining equity. Any identified unpaid tax debts from the time of the marriage will be deducted from home sale proceeds.

10. ALIMONY: Neither party shall pay or receive alimony.

11. RETIREMENT BENEFITS

12. Each party shall be awarded and retain his or her own retirement accounts and retirement benefits, with no distribution or division of retirement between the parties.

13. MAIDEN NAME: The Respondent shall be restored to her maiden name of *Moore* shall she so desire.

14. ATTORNEYS FEES

a. Each party shall be responsible for and pay his or her own attorney fees and costs.

****** The Court's electronic signature and seal will appear at the top of the first page upon
signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ McKenzie Armstrong
McKenzie Armstrong
Counsel for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED September 25, 2026

RICHARDS & RICHARDS LAW FIRM
/s/ Jaime G. Richards
Jaime G. Richards
Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Mckenzie Armstrong
mckenziearmstrong@gmail.com

☐ U.S. Mail
☒ E-Mail
☐ Hand delivery
☒ E-Filed

The foregoing was performed on September 25, 2026.

/s/ Taeler Love
Paralegal