

MERY L LIPSCOMB
8633 N Chase Cir
Eagle Mountain, UT 84005
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(757) 947-5875

**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

137 N Freedom Blvd
Provo, Utah 84606

In the matter of the marriage of

MERY L LIPSCOMB,

Petitioner,

and

GARY D LIPSCOMB,

Respondent.

DECREE OF DIVORCE

Case No.: **264401238**

Judge: **S. Howell**

Commissioner: **Snow**

This matter came before the Court upon the Stipulation of the parties and the Court's Findings of Fact and Conclusions of Law. The Court, being fully advised in the premises, HEREBY ORDERS, ADJUDGES, AND DECREES as follows:

RESIDENCY AND JURISDICTION

1. **Residency.** Petitioner, Mery L Lipscomb is a bona fide resident of UTAH County, State of Utah, and has been a resident of Utah for at least three (3) months immediately prior to the commencement of this action, as required by Utah Code §81-4-103. This Court has jurisdiction over the subject matter of this action and over the parties under the Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code §78B-13-101 et seq.
2. **Marriage.** Petitioner, Mery L Lipscomb and Respondent, Gary D Lipscomb were lawfully married on 08/08/2008 in Newport News, VA. The parties separated on 01/31/2025. Since the date of separation the parties have, although continuing to reside in the same dwelling pending sale or refinance of the marital home, lived separately as to finances, social affairs, and the marital relationship and are no longer cohabiting as spouses.

3. **Grounds for Divorce.** The Court finds that irreconcilable differences have arisen between the parties that have caused the irremediable breakdown of the marriage. There is no reasonable likelihood that the marriage can be preserved. Grounds for divorce exist under Utah Code §81-4-401(1)(h).

MINOR CHILDREN

4. **Children of the Marriage.** The following minor children were born as issue of the marriage of Petitioner Mery Lipscomb and Respondent Gary Lipscomb:
- (a) **Melany Lipscomb**, date of birth 01/16/2009, sex: F. Current address: 8633 N Chase Cir, Eagle Mountain, UT 84005.
 - (b) **Andrew Lipscomb**, date of birth 12/07/2014, sex: M. Current address: 8633 N Chase Cir, Eagle Mountain, UT 84005.
5. **Residence History of the Minor Children.** All minor children currently reside at 8633 N Chase Cir, Eagle Mountain, UT 84005. Prior to the current residence, the children have lived at the following addresses within the five (5) years immediately preceding the filing of this action: (1) 8088 N Ridge Loop W, Apt H-9, EagleMountain, UT 84005; (2) 8633 N Chase Cir, EagleMountain, UT 84005; (3) 8633 N ChaseCir, EagleMountain, UT 84005.
6. **Jurisdiction Over Children.** This Court has jurisdiction over the minor children under the Uniform Child Custody Jurisdiction and Enforcement Act. Utah is the home state of the children and no other court has continuing exclusive jurisdiction over custody matters.

LEGAL CUSTODY

7. **Award of Legal Custody.** The parties are awarded **Joint Legal Custody** of the minor children. The parties' detailed legal-custody decision-making process, philosophy, and protocols are set forth in the parties' Parenting Plan, filed concurrently with this action and incorporated by reference herein.

PHYSICAL CUSTODY AND PARENT-TIME

8. **Award of Physical Custody.** The parties are awarded **Joint Physical Custody** of the minor children, with the primary residence of the children being with Petitioner Mery Lipscomb.

9. **Overnight Allocation.** Petitioner Mery Lipscomb shall have approximately 183 overnights per year with the children. Respondent Gary Lipscomb shall have approximately 182 overnights per year with the children. The detailed parent-time rotation, holiday schedule, transportation, communication, travel, and relocation provisions are set forth in the parties' Parenting Plan, filed concurrently with this action and incorporated by reference herein.

PARENTING PLAN

10. **Parenting Plan Incorporated by Reference.** The parties have executed a separate Parenting Plan, filed concurrently with this action. That Parenting Plan is hereby incorporated into this Decree of Divorce by reference and made a part hereof as though fully set forth herein. The Parenting Plan governs all matters affecting the minor children, including without limitation: legal custody decision-making, behaviors and expectations of the parents toward each other and the children, physical custody rotation, parent-time, holiday and vacation schedules, transportation and exchanges, communication with the children, records access, travel with the children, relocation, first right of refusal, child support amount and payment terms, children's health insurance, non-covered medical and dental expenses, work-related child care, life insurance for the benefit of the children, extracurricular expenses, tax-dependency allocation, and dispute resolution between the Parents. The parties are hereby bound by all terms and conditions of the Parenting Plan with the same force and effect as if they were set forth herein in full.
11. **Base Monthly Child Support.** Based on the **Joint Physical Custody** Child Support Obligation Worksheet filed with the Court pursuant to Utah Code Title 81, Chapter 6, Parts 1 and 2, Respondent Gary Lipscomb shall pay to Petitioner Mery Lipscomb base child support in the amount of **\$136.06** per month. Detailed payment timing, modification provisions, and administrative terms are set forth in the Parenting Plan incorporated above.

REAL PROPERTY

12. **Real Property — Primary Home.** The parties own real property commonly known as 8633 N Chase Cir, Eagle Mountain, UT 84005, with a fair market value of \$569,000.00. The property is encumbered by a mortgage held by PennyMac Loan Services LLC, with a balance of \$493,000.00. The monthly payment is \$2,955.00.
13. **Disposition of Primary Home.** The parties shall retain joint ownership of the marital residence located at 8633 N Chase Circle, Eagle Mountain, Utah 84005 as a rental

property for an indefinite period. The property shall be managed through a property manager and listed for rent at approximately \$2,900 per month. Respondent Gary Lipscomb shall be solely responsible for the mortgage payment of approximately \$2,955 per month to PennyMac Loan Services LLC until such time as rental income is sufficient to cover the mortgage obligation. Both parties shall remain on the title/deed to the property. At such time as the parties mutually agree, the property shall be sold on the open market and the net proceeds, after payment of all costs of sale and satisfaction of the mortgage and any property-related debts, shall be divided equally between the parties. Neither party may unilaterally sell, encumber, or refinance the property without the written consent of the other party. Both parties shall cooperate in all matters related to the management, maintenance, and eventual disposition of the property.

MOTOR VEHICLES

14. **Vehicle: 2021 F-150 FORD F-150 pick-up truck..** The parties own a 2021 F-150 FORD F-150 pick-up truck. with a fair market value of \$25,000.00. The vehicle has an outstanding loan balance of \$15,000.00 with Larry H. Miller Ford. The monthly payment is \$647.00.
15. **Disposition.** Awarded to Respondent Gary Lipscomb. Respondent Gary Lipscomb shall be solely responsible for all remaining payments on this vehicle and shall hold Petitioner Mery Lipscomb harmless from any liability related thereto. Respondent Gary Lipscomb shall refinance or remove Petitioner Mery Lipscomb's name from the loan within 90 days of the Decree.
16. **Vehicle: 2019 BMW BMW X3.** The parties own a 2019 BMW BMW X3 with a fair market value of \$20,000.00. The vehicle has an outstanding loan balance of \$14,500.00 with BMW of Pleasant Grove. The monthly payment is \$800.00.
17. **Disposition.** Awarded to Petitioner Mery Lipscomb. Petitioner Mery Lipscomb shall be solely responsible for all remaining payments on this vehicle and shall hold Respondent Gary Lipscomb harmless from any liability related thereto. Petitioner Mery Lipscomb shall refinance or remove Respondent Gary Lipscomb's name from the loan within 90 days of obtaining separate residence.
18. **Vehicle: 2018 Jayco Jayflight.** Respondent Gary Lipscomb owns a 2018 Jayco Jayflight with a fair market value of \$16,000.00. The vehicle has an outstanding loan balance of \$12,000.00 with American First Credit Union. The monthly payment is \$300.00.
19. **Disposition.** The parties shall list this vehicle for sale within six (6) months of the Decree. Respondent Gary Lipscomb shall make all loan payments until the vehicle is sold. The net proceeds after payoff of the loan and costs of sale shall be divided equally between the parties.

BANK AND INVESTMENT ACCOUNTS

20. **Account — USAA ****6642.** The parties have a financial account at USAA ending in 6642 with an approximate balance of \$900.00.
21. **Disposition.** Awarded to Respondent Gary Lipscomb. Respondent Gary Lipscomb shall hold Petitioner Mery Lipscomb harmless from any liability, debt, or obligation associated with this account.
22. **Account — Capital One ****2924.** Petitioner Mery Lipscomb has a sole financial account at Capital One ending in 2924 with an approximate balance of \$12.00.
23. **Disposition.** Awarded to Petitioner Mery Lipscomb. Petitioner Mery Lipscomb shall hold Respondent Gary Lipscomb harmless from any liability, debt, or obligation associated with this account.

RETIREMENT ACCOUNTS

24. **401k — Utah Retirement System.** The parties have a 401k retirement account with Utah Retirement System with an approximate balance of \$20,498.00. The account is held in the name of Respondent Gary Lipscomb.
25. **Division.** Each party retains their own retirement account. No QDRO required.
26. **401k — Utah Retirement System.** The parties have a 401k retirement account with Utah Retirement System with an approximate balance of \$2,200.00. The account is held in the name of Petitioner Mery Lipscomb.
27. **Division.** Each party retains their own retirement account. No QDRO required.

DEBT: GARY

28. **Debt — Gary.** The parties have an obligation to Gary with an approximate balance of \$7,000.00. Respondent Gary Lipscomb shall be solely responsible for this debt and shall hold Petitioner Mery Lipscomb harmless from any liability related thereto.

DEBT: CREDIT CARD

29. **Debt — Credit card.** The parties have an obligation to Credit card with an approximate balance of \$3,700.00. Respondent Gary Lipscomb shall be solely responsible for this debt and shall hold Petitioner Mery Lipscomb harmless from any liability related

thereto. Respondent Gary Lipscomb assumes this marital debt to offset the disparity in retirement account balances.

DEBT: DEP OF EDUCATION

30. **Debt — DEP OF EDUCATION.** The parties have an obligation to DEP OF EDUCATION with an approximate balance of \$97,000.00. Respondent Gary Lipscomb shall be solely responsible for his student loan debt and shall hold Petitioner Mery Lipscomb harmless from any liability related thereto.

DEBT: AIDVANTAGE

31. **Debt — Aidvantage.** The parties have an obligation to Aidvantage with an approximate balance of \$165,000.00. Petitioner Mery Lipscomb shall be solely responsible for her student loan debt and shall hold Respondent Gary Lipscomb harmless from any liability related thereto.

DEBT: AC UNIT REPAIR

32. **Debt — AC Unit Repair.** The parties have an obligation to AC Unit Repair with an approximate balance of \$17,000.00. **Responsibility.** Respondent Lipscomb shall timely pay this debt according to its terms and shall indemnify and hold the non-responsible party harmless from any liability, collection activity, or credit reporting arising from it. Respondent Lipscomb shall use reasonable efforts to refinance, close, or otherwise remove the non-responsible party's name from the account when eligible to do so.

DEBT: IRS

33. **Debt — IRS.** The parties have an obligation to IRS with an approximate balance of \$15,000.00. Respondent Gary Lipscomb shall be solely responsible for this tax debt and shall hold Petitioner Mery Lipscomb harmless from any liability related thereto.

SPOUSAL SUPPORT (ALIMONY)

34. **Award of Alimony.** Alimony is awarded in the amount of **\$1,300.00** per month, on the terms set forth below. The Court finds that this award is consistent with Utah Code

§81-4-501.

35. **Alimony Terms.** Alimony of \$1,300 per month based on Respondent Gary Lipscomb's current gross monthly employment income of \$6,916 plus \$1,370 from VA disability benefits. Alimony commences on the first day of the month following the parties obtaining separate residences. No alimony shall be paid during any period when the parties continue to reside together. Six (6) month waiting period from the date of the Decree before either party may petition for modification. Duration per Utah Code 30-3-5 based on length of marriage. Subject to modification or termination upon substantial change of circumstances including Petitioner Mery Lipscomb's remarriage or cohabitation or either party's significant change in income or employment status.

PERSONAL PROPERTY

36. **Personal Property.** It is hereby ordered that all household goods, furniture, furnishings, clothing, jewelry, and other personal property in the possession of Petitioner Mery Lipscomb or Respondent Gary Lipscomb on the date of entry of the Decree of Divorce shall be the sole and separate property of the party in possession. Petitioner Mery Lipscomb and Respondent Gary Lipscomb represent that the division of personal property has been made fairly and equitably.

ADDITIONAL PROVISIONS

37. **Additional Provisions.** (a) **RESIDENCY AND TEMPORARY ARRANGEMENTS - CONTINUED COHABITATION:** The parties acknowledge that due to financial and practical considerations, they will continue to reside together in the marital residence located at 8633 N Chase Circle, Eagle Mountain, Utah 84005, for an indeterminate period following the entry of the Decree of Divorce. During this period of cohabitation, the parties agree to maintain a respectful and cooperative living arrangement for the benefit of their minor children.

(b) **SHARED HOUSEHOLD EXPENSES DURING COHABITATION:** While residing together, the parties shall continue to share household expenses including but not limited to mortgage payments, utilities, property taxes, homeowners insurance, maintenance, and food. The parties shall maintain access to their joint bank accounts for purposes of paying these shared expenses. The parties agree that they do not need a third separate account to handle these provisions and will continue to use their existing joint accounts. Neither party shall make significant financial decisions or expenditures exceeding \$500 without prior discussion and agreement with the other party.

(c) **DISPOSITION OF MARITAL RESIDENCE:** The parties acknowledge that the disposition of the marital residence has not yet been finalized and requires further discussion and agreement. The parties shall determine whether: (a) one party will retain the home and refinance the mortgage to remove the other party from the obligation, with appropriate compensation for the equity interest of the departing party; (b) the parties will sell the home on the open market and divide the net proceeds after payment of all costs of sale and satisfaction of the mortgage; or (c) another mutually agreeable arrangement. The current estimated equity in the Property is approximately \$76,000. The specific method of equity division shall be determined by mutual agreement or, if necessary, through mediation.

(d) **OTHER ASSETS AND DEBTS:** The parties acknowledge that they have other marital assets and debts that require division, including but not limited to vehicles, bank accounts, retirement accounts, personal property, and credit card obligations. The parties agree to complete a comprehensive inventory of all marital assets and debts and to divide same equitably through mutual agreement or mediation. The specific division of these assets and debts shall be memorialized in a subsequent written agreement or amendment to this Stipulation.

(e) **GOOD FAITH COOPERATION:** The parties acknowledge that this Stipulation represents their mutual good faith effort to resolve all issues arising from their divorce in a manner that prioritizes the best interests of their children while treating each other fairly and respectfully. The parties commit to implementing this agreement in the spirit of cooperation and flexibility that has characterized their mediation process.

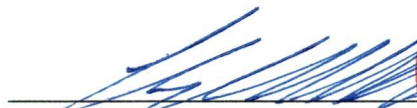
GENERAL PROVISIONS

38. **Continuing Jurisdiction.** The Court retains continuing jurisdiction to enforce and, upon a substantial change in circumstances, to modify the provisions of this Decree regarding custody, parent-time, child support, medical insurance and expenses, alimony, and property division as permitted by Utah law.
39. **Attorney Fees and Costs.** Petitioner Mery Lipscomb and Respondent Gary Lipscomb shall each bear their own attorney fees and costs incurred in this action.
40. **Full Disclosure.** Petitioner Mery Lipscomb and Respondent Gary Lipscomb represent that they have made full, fair, and complete disclosure of all assets and liabilities to the other, and that the division set forth herein is fair and equitable.

41. **Severability.** If any provision of this Decree is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
42. **Entire Agreement.** This Decree constitutes the entire agreement of the parties regarding the matters addressed herein and supersedes all prior negotiations and agreements between the parties.

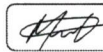
IT IS SO ORDERED.

DATED this 2 day of July, 2026.

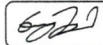

District Court Judge



APPROVED AS TO FORM AND CONTENT:


ID LBPtTKAHHpq6o4BSRDBn3je

MERY L LIPSCOMB, Petitioner


ID vplUGRzzvXF13jH236egKaAbi

GARY D LIPSCOMB, Respondent

Certificate of Service			
I certify that I filed with the court and am serving a copy of DECREE OF DIVORCE on the following people.			
Person's Name	Service Method	Service Address	Service Date
Gary D Lipscomb	☐ Mail ☐ Hand Delivery ☐ E-filed/MyCase ☒ Email ☐ Left at business (person in charge) ☐ Left at home (suitable age person)	g-lips@hotmail.com	

	☐ Mail ☐ Hand Delivery ☐ E-filed/MyCase ☐ Email ☐ Left at business (person in charge) ☐ Left at home (suitable age person)		
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Petitioner Lipscomb

6/1/2026

Date

Signature ■



ID LBPetTKAHHPq6o4BSRDBn3je

Printed Name Mery L Lipscomb

I, the Respondent, acknowledge that I have received a copy of this document.

6/1/2026

Date

Signature ■



ID vpUGRzxtXFJ3jH236sgKaAbi

Respondent Printed Name Gary D Lipscomb

eSignature Details

Signer ID: vpUGRzztXFJ3jH236sgKaAbi
Signed by: Gary Lipscomb
Sent to email: g-lips@hotmail.com
IP Address: 47.200.53.148
Signed at: Jun 1 2026, 8:06 pm MDT

Signer ID: LBPeTfKAHHpq6o4BSRDBn3je
Signed by: Mery Lipscomb
Sent to email: mlipscomb@liberty.edu
IP Address: 172.59.68.75
Signed at: Jun 1 2026, 8:12 pm MDT