



Dustin D. Gibb (13220)
GIBB LAW FIRM, P.C.
610 N. Kays Dr., Suite 109
Kaysville, UT 84037
Telephone: (801) 725-6035
Email: dustin@gibblawfirm.com
Attorney for Petitioner

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

In the Matter of the Marriage of:

RICHARD ADAMS COFFEY,

Petitioner,

and

SUSAN COFFEY,

Respondent.

DECREE OF DIVORCE

Civil No. 264700122

Judge Williams
Commissioner Winkler

The Parties signed a Stipulation for Decree of Divorce on the 30th day of April, 2026. The Court having reviewed the Petitioner's Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Stipulation on file herein, having previously entered its written findings of fact and conclusions of law, and for good cause otherwise appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

1. The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a Decree of Divorce from each other, the same becoming

final upon entry by the Court.

2. The parties will be granted a decree of divorce upon the grounds of irreconcilable differences.

3. The parties have three children together. The parties' children have emancipated.

4. The marital home and real property located at 1633 North 950 West in Clinton, Utah shall be handled as follows:

a. Susan is awarded exclusive use and occupancy of the home and may continue to reside in the home until her death, until she elects to move, or until she remarries or cohabitates; whichever should first occur. Susan shall have the utilities transferred into her name within two weeks of the date of the Stipulation, and commencing the month of June of 2026 and thereafter, she is solely responsible for all utilities and routine/regular upkeep and maintenance in connection with the property. Susan shall not incur any debt or encumbrance on the home other than those currently existing obligations.

b. If at any time during the remainder of her life Susan elects to move, or if she remarries or cohabitates, the home shall be sold. In the event of a sale, the following shall apply-

i. The property shall be promptly placed/listed for sale with a mutually selected and agreed-upon realtor. Both parties must mutually agree to the listing price. All offers and/or counter-offers must be

agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.

- ii. Any repairs required by law as a condition to sell shall be shared equally by the parties.
- iii. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.
- iv. Susan may continue to reside in the property until it is sold, being solely responsible for all utilities and routine/regular upkeep and maintenance in connection with the property; keeping the property in marketable condition.
- v. Upon the sale of the property, the sale proceeds shall be used to pay in full and retire the mortgage loan; together with paying the costs of the sale, including closing costs and commissions. Once these obligations are satisfied and the sale costs paid, the parties shall divide the net sale proceeds equally, with each party being entitled to one-half (1/2) of the net proceeds from the sale.

c. If Susan deceases prior to a sale of the home, Richard is awarded the home, together with all equity in the home free and clear of any claim or interest of Susan and her estate; and subject to all debt and liability thereon, which he shall hold Susan and her estate harmless from.

d. If Richard deceases prior to a sale of the home, Susan is awarded the home, together with all equity in the home free and clear of any claim or interest of Richard and his estate; and subject to all debt and liability thereon, which she shall hold Richard and his estate harmless from.

e. Each party is responsible for one-half of the cost for any roof repairs which are incurred prior to the house being sold or either party deceasing. In connection with this, both parties shall be involved in the process to select a roofing professional to conduct the repairs, and shall agree upon who will conduct the repairs, as well as the cost of the repairs.

f. If Susan elects, she may have a renter in the property.

5. The personal property shall be divided as follows:

a. Richard is awarded any items currently in his possession, together with the following items*-

- i. The guns and their cases
- ii. The ammunition
- iii. The tools

- iv. The food storage
- v. The safe and its contents, excluding any items in the safe which are Susan's
- vi. The work monitors
- vii. The 1500 generator
- viii. One ladder
- ix. One set of Henckels knives
- x. His clothing and personal effects.

*Within thirty days of the date of the Stipulation, counsel will make arrangements for the items awarded to Richard to be exchanged. Richard is solely responsible for any moving costs.

b. Susan is awarded all items in the home, not specifically awarded to Richard above, which shall include one ladder and the yard equipment.

c. The 4700 generator shall remain with the home as a permanent fixture of the property.

d. The victrola and ice box from Richard's family shall remain at the home. Upon the house being sold or Susan deceasing, whichever should first occur, the victrola shall be gifted to Holly and the ice box shall be gifted to Heidi.

e. Within two weeks of the date of the Stipulation, a video inventory of the

contents of the safe shall be conducted by Blair. Richard shall provide the combination for the safe to Blair in order for him to conduct the inventory, and Blair shall provide the completed inventory to both parties, which will be utilized in order to determine which items in the safe belong to Susan.

f. Richard will download onto a flash drive all documents and information related to the house, Susan and the dog which had been stored on the prior family computer. Richard shall deliver the flash drive to his legal counsel within one week of the date of the Stipulation, with Richard's legal counsel to send the flash drive to Susan's legal counsel.

g. Richard will put together a basic set of instructions regarding how to operate the water softener and the Rainbird sprinkler system. Richard shall deliver the instructions to his legal counsel within one week of the date of the Stipulation, with Richard's legal counsel to send the flash drive to Susan's legal counsel.

6. Susan is awarded the 2022 Kia Telluride as her sole and separate property free and clear of any claim or interest of Richard. 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.

7. Richard is awarded the 2004 Chevy Avalanche and 2010 trailer as his sole and separate property free and clear of any claim or interest of Susan. 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.

8. The debts shall be divided as follows*:

a. Susan

i. Discover credit card

ii. Any other 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 12/11/25

iii. Her own medical and dental expenses

b. Richard

i. Capital One credit card

ii. Any other credit cards solely in his name, any debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 12/11/25

iii. His own medical and dental expenses

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

c. The loan owing to Ameri Save for the mortgage on the real property identified at Paragraph 4 above shall be handled as follows-

i. The loan is in both parties' names and both parties are jointly obligated on the loan. The loan shall continue to be in both parties'

names.

ii. Richard shall continue to service the monthly mortgage payments on the loan until he deceases or the house is sold, whichever should first occur.

1. In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

2. In the event of Richard's death, Susan shall be solely responsible for the obligation, including servicing the monthly mortgage payments on the loan; indemnifying and holding Richard and Richard's estate harmless from the obligation.

3. In the event of Susan's death, Richard shall be solely responsible for the obligation, including servicing the monthly mortgage payments on the loan; indemnifying and holding Susan and Susan's estate harmless from the obligation.

9. The retirement and investment accounts will be handled as follows:

a. Susan does not have any retirement or investment accounts in her name.

b. The Corebridge Financial annuity in Richard's name shall be handled as follows-

i. The account shall not be subject to division or divided, but rather

continue to remain in Richard's name; except in the event of a sale of the home, which if the house is sold, the annuity shall be handled as set forth at Paragraph 9(b)(iv) below.

ii. All annuity payments shall continue to be paid to Richard; except in the event of a sale of the home, which if the house is sold, the annuity shall be handled as set forth at Paragraph 9(b)(iv) below. At all times Richard is receiving the entirety of the annuity payments, Richard is solely responsible for all tax obligations related to the annuity payments.

iii. Susan shall remain as beneficiary of the annuity; except in the event of a sale of the home, which if the house is sold, the annuity shall be handled as set forth at Paragraph 9(b)(iv) below.

iv. In the event the house is sold prior to either party's death, then the account shall be handled as follows-

1. The annuity shall be divided equally, with each party awarded one-half of the annuity account.

2. If the account is able to be divided via a QDRO, then the account shall be divided utilizing a QDRO. The QDRO shall be prepared by a mutually agreed-upon and qualified individual, with the parties to share equally the preparation costs; together

with any fees charged by the plan in connection with implementation of the QDRO.

3. If the account is not able to be divided via a QDRO, each party is awarded one half of the gross annuity, less taxes.

v. In the event that the house has not been sold and Susan predeceases Richard, the annuity is awarded to Richard as his sole and separate property, free and clear of any claim or interest of Susan and her estate.

vi. In the event that the house has not been sold and Richard predeceases Susan, Susan shall receive 100% of any benefits she is entitled to receive as the beneficiary of the annuity, free and clear of any claim or interest of Richard and his estate.

c. Richard is awarded the Vanguard 401(k) account in his name as his sole and separate property free and clear of any claim or interest of Susan.

10. The financial institution accounts shall be handled as follows:

a. There are no joint financial institution accounts.

b. Each party is awarded all financial institution accounts in their own names as their sole and separate property free and clear of any claim or interest of the other party. Specifically, Susan is awarded her AFCU (#1631) accounts, and Richard is awarded his AFCU (#0136, #3295 and #1280) accounts.

11. 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. For 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.

d. There are no joint health insurance policies. Each party is responsible for their own health insurance coverage at their sole cost.

12. Commencing the month of June of 2026 and thereafter, each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated

as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of the Stipulation.

13. The Pacific Life whole life insurance policy shall remain in place, with the accrued cash value in the policy to continue to service the policy premiums. Susan shall remain as the beneficiary of the policy.

14. Commencing the month of June of 2026 and thereafter, 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. Richard will be removed from Susan's plan and in connection with this is awarded his own cell phone and number (801-915-8080). The parties shall cooperate in order to sign and complete any forms necessary to implement this provision, including porting Richard's cell phone number to a new account/plan; which shall be completed within 30 days of the date of the Stipulation.

15. Alimony shall be as follows:

a. For the month of May of 2026, the parties shall continue to follow provisions set forth at Paragraph 3 of the Stipulated Temporary Order. Commencing the month of June of 2026 and thereafter, these provisions are vacated/terminated.

b. Commencing the month of June of 2026, Richard shall pay alimony to Susan in the sum of \$1,200.00 per month. Alimony shall be paid until Susan

deceases, Richard deceases, Susan's re-marriage, or Susan's co-habitation; whichever should first occur. Alimony shall be paid in one monthly installment payment on or before the tenth of each month.

16. As and for a global property settlement, Richard shall pay to Susan the total sum of \$25,000.00. This sum shall be tendered to Susan within one week of the date of the Stipulation, to be transferred to her AFCU account (#1631).

17. Each time the word "cohabitate/co-habitation" is used herein, it refers to a romantic relationship.

18. At her sole option and election, Susan may be restored to her maiden surname of "Trotter".

19. 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.

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

21. This Decree will 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.

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

END OF ORDER

****THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM:

/s/ Kris Kaufman (signed by Dustin Gibb with permission on 5/8/26)
Kris Kaufman, Counsel for Respondent

Date: 5/8/2026