

The Order of the Court is stated below:

Dated: August 13, 2026
11:22:49 AM

/s/ L DOUGLAS HOGAN
District Court Judge



Tara Reilly, Bar # 14820
FULL CIRCLE FAMILY LAW
141 E 5600 S, Suite 204
Murray, UT 84107
Tel: (801) 810-7830
TaraR@fullcirclefamilylaw.com
Attorney for Andrea Duclos

**IN THE THIRD DISTRICT COURT IN AND FOR
TOOELE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

DECREE OF DIVORCE

ANDREA DUCLOS,
Petitioner

and

LANNY FRANK DUCLOS, JR.,
Respondent.

Case No. 254300378
Judge: L. Douglas Hogan
Commissioner: Renee Blocher

In accordance with Utah Code 81-4-406, the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *STIPULATION AND PROPERTY SETTLEMENT AGREEMENT*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

Andrea Duclos is awarded a Decree of Divorce from Lanny Frank Duclos Jr. on the grounds of irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship, the same to become final upon entry by the court clerk.

JURISDICTION AND GROUNDS

1. Both Petitioner (hereinafter referred to as “Andrea”) and Respondent (hereinafter referred to as “Lanny”) are residents of Tooele County, State of Utah, and have been for three months immediately prior to filing this action.
2. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over the parties pursuant to Utah Code § 81-4-402(1).
3. Andrea and Lanny were married on July 20, 1984 in Salt Lake County, State of Utah, and are presently married. The parties separated on or about January 3, 2026 and do not currently reside together.
4. There are no minor children remaining born as an issue of the parties’ relationship, and none are expected.
5. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

DEBTS AND OBLIGATIONS

6. During the course of the marriage, the parties acquired certain debts and obligations. Each party should be ordered to assume and pay the debts and hold the other harmless from liability as follows:

Debt	Approximate Balance	Responsible Party
Chartway Visa 3738	\$0.00	Andrea
USAA Visa 6775	\$95.00	Andrea
American Express 1009	\$3,230.97	Andrea
Car loan 2026 Volvo 40 XC	\$17,000	Andrea

USAA 7885	\$4,966.77	Lanny
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7. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, etc.) incurred by that party after separation.

8. Pursuant to Utah Code § 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

9. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which should be divided as follows:

Property	Approximate Value	Titled Owner	Awarded To
2015 Volvo XC 70	\$11,710.00	Lanny and Andrea	Lanny
2026 Volvo 40 XC	\$0.00 ¹	Andrea	Andrea
2016 Ram 2500 Truck	\$33,500.00	Lanny and Andrea	Lanny
2021 Kawasaki Teryx	\$10,000.00	Lanny and Andrea	Lanny
2023 Keystone Cougar RV	\$33,000.00	Lanny and Andrea	Andrea

10. **Secured Debt:** Each party being awarded property should also be responsible for any debt or expenses associated therewith.

11. **Titles:** The parties should cooperate to sign over ownership of vehicles titled jointly to the party awarded the property within 30 days of entry of the Decree.

¹ Andrea recently purchased the car for \$47,900. Andrea received \$37,600 from her half of the PVG buyout accounted for below and has a mortgage of \$17,000. Therefore, for equalization purposes here, the vehicle is being valued at \$0 so that her draw from the PVG Buyout is not double counted against her.

12. Equalization of Titled Property: Lanny is awarded titled property worth \$55,210. Andrea is awarded titled property worth \$33,000. Andrea will be awarded an additional \$11,105 to equalize this property division as outlined herein below.

13. Personal Belongings: Each party should be awarded their own personal belongings.

14. Equalization of Household Goods and Furnishings: Lanny will be awarded most of the major appliances and large furnishings in the marital home. To offset the value of the furniture and appliances, Andrea will be awarded an additional \$5,000.

15. Accounts: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage, which should be divided as follows:

Account	Approximate Balance
Chartway Savings 3533 Trust (split)	\$5.00
Chartway Cashback Checking 3533 Trust	\$275.00
Chartway Bonus Savings 5250	(see below)
USAA Checking 2377 (new)	\$25.00
USAA Checking 3846 (for taxes)	\$15,392.17 ²
USAA Savings 3838 (split)	\$378.78
American Express Checking 9542	\$58.38

16. The parties should equally divide the balances of the above-listed accounts as of the date of signing this Stipulation. The equalization payments should be made within 10 days of the fully executed Stipulation. Once the above-listed accounts have been equally divided, Andrea should be awarded the USAA Checking 2377 and American Express Checking 9542 accounts as her

² Lanny transferred \$19,000 from the Chartway 5250 Bonus Savings to this account for 2026 quarterly taxes. This is the balance remaining after paying 1st Quarter taxes for 2026.

sole and individual property. Once the above-listed accounts have been equally divided, Lanny should be awarded the remaining accounts above-listed as his sole and individual property.

17. Additionally, the parties agree that Lanny will be awarded his Chartway checking and savings accounts 5250 (with the exception of the Bonus Savings account, which is addressed above and below), and Andrea will be awarded her Chartway checking and savings accounts 3738 as each party's sole and individual accounts respectively.

18. The parties should work together to remove each other's names from (or close) joint personal accounts.

19. Inheritance/Separate Property: Lanny will be awarded \$17,861.00 of the Schwab 9466-7166 account as his separate property received as inheritance. Lanny will also be awarded five (5) acres of the property known as White Rock as his separate property received as inheritance.

20. Businesses: During the course of the marriage, the parties have acquired interests in the following business entities:

a. Premier Vision Group: The parties sold their interest in this business entity. The parties received an initial payout of \$163,394 which was deposited into their Chartway Bonus Savings 5250 account for a total balance in that account of \$183,394.00. Lanny and Andrea used \$19,000 from this account to pay \$3,721.00 for the 2025 Utah State Taxes; \$3700 to the first quarter estimated federal taxes for 2026 and deposited the remaining amount for

estimated federal taxes for quarters 2, 3, and 4 into the USAA 3846 account, leaving \$164,394 in the 5250 account. Therefore, each party should be entitled to half the amount, or \$82,197.00. From her half, Andrea used \$37,600 to purchase a vehicle. Therefore, Andrea should receive \$60,702³ as her remaining half of the account and Lanny should receive \$66,092.00 within 10 days of executing this Stipulation. The parties' total (personal and business) tax obligations for 2025 have been paid in full and the parties are receiving a \$20,563 refund which should be equally divided between the parties within 10 days of receipt.

b. The \$15,279 (\$19,000 - \$3,721 state tax payment) used to pay the 2026 estimated quarterly taxes should be equally divided between the parties to go toward each party's individual tax obligations. Each party will fill out line 26 to claim the 2026 estimated tax payments for tax year 2026. Parties agree to allow the other party to use their social security number for line 26.

c. Additionally, the parties will receive a remaining payout of \$111,000 plus interest of 7% over the course of 60 months received in monthly payments of approximately \$1,293, which the parties will equally divide. Any remaining balance paid in the form of a balloon payment made at the end of the term will

³ This is the sum of Andrea's remaining half of \$44,597 plus the \$11,105 to equalize the values of the vehicles and the \$5,000 to equalize the home furnishings for a total of \$60,702.

also be equally divided by the parties. Lanny will deposit Andrea's half directly to her Chartway account by the 16th day of each month.

d. DuClos Properties LLC: The parties will remain equal 50% owners of this business which currently holds two parcels of real property. Unless otherwise agreed to in writing, the parties will remain equal partners for no more than a five (5) year period. Any profit or loss will be shared equally by the parties, except in the case where one party unreasonably acts without the other's consent, causing a loss to the business value and income. In such circumstance, that party will assume the loss s/he caused individually without affecting the other party's interest in profit prior to the loss. Any gains will be equally divided.

i. Chase Bank Account: The Chase Bank Business Checking Account (8448) used for this business shall be titled in both parties' names and each shall have independent access to the account, which currently has a balance of approximately \$14,000.00. Upon the sale or dissolution of the business, the parties shall equally share in the remaining account balance.

1. Property Maintenance: The rental income received will go into the chase bank account each month, the parties will attempt to leave \$1,800.00 from that month's rental income in

the account for business related expenses, unless otherwise agreed to in writing. This should keep the operating account at or above \$14,000.00

2. Expenditures: The parties must agree, in writing, on any expenditure of \$1,000.00 or more.

3. Lanny will transfer the title of the Ram Truck from the DuClos Properties to him personally and pay all expenses thereon individually.

4. Only business related expenses for the properties should be paid for from DuClos Properties accounts.

5. Rental Income: No other amount over the \$1,800.00 will be deducted from the rental income for any purpose without the written agreement of the parties. The remaining rental income received each month will be equally distributed to each party. Lanny will deposit Andrea's half directly to her Chartway account by the 1st and 16th day of each month.

ii. DuClos Properties LLC, Property located at 88 E 700 N, Ste A & B, Tooele, UT 84074: These suites are currently being rented by Cliff Parker. The parties will offer Mr. Parker the first option to purchase the property at the current market value prior to publicly

listing the property for sale. Mr. Parker must qualify for and secure a loan for payment no later than December 31, 2031, so long as Mr. Parker is renting the units and in good standing. If Mr. Parker does not purchase the property, the parties will list the property for sale any time after January 2032, or earlier if Mr. Parker provides written notice not to purchase the building, as agreed by the parties at the then current market value. The net equity received after first paying the cost of the sale will be equally divided between the parties.

- iii. The Parties will take a distribution to reduce the account back to \$14,000 after property taxes have been paid in November each year.
- iv. Each month Duclos property receives an escrow payment for property taxes. These monies will remain separate from the revenue as they are used to pay property taxes in November.
- v. **DuClos Properties LLC, Property at 2032 N Essie Drive, Tooele, UT 84074:** This townhouse rental property will be offered for sale by December 2030 to the current renter, Elise Slade, at market price (or less if agreed upon by both parties, in writing, and as long as Ms. Slade remains in the property). The parties may also agree, in writing, to allow Ms. Slade to purchase the property through a seller-financed purchase agreement. In this instance, the loan would be for a

defined period of time, not to exceed 10 years, at which time Ms. Slade would need to refinance the remaining mortgage into her own name. Ms. Slade may accrue purchasing credit in the amount of \$500 per month during the rental period if she chooses to purchase the property by December 2030. If Ms. Slade chooses to leave the property, each party will have the first right to purchase the property and pay to other party 50% of the then current market value of the property.

RETIREMENT ASSETS

21. During the course of the marriage, the parties have acquired the following pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans which should be divided equally between the parties, one-half to each to the date of entry of the Decree of Divorce in this matter:

Account	Approximate Balance	Title Owner	Awarded to:
NFS Fidelity IRA 5637	\$699,157.30	Lanny	50% Lanny 50% Andrea
NFS Roth IRA 5762	\$61,753.75	Lanny	50% Lanny 50% Andrea
American Funds Simple IRA 3508	\$23,267.40	Lanny	50% Lanny 50% Andrea
Common Wealth MM 7930	\$993.78	Lanny and Andrea Family Trust	50% Lanny 50% Andrea
Common Wealth Family Trust 5626	\$128,724.62	Lanny and Andrea Family	50% Lanny 50% Andrea

		Trust	
American Century Inv 18917	\$68,738.33	Andrea	Andrea
American Century Inv 18911	\$59,225.83	Lanny	Lanny
State Bank Janus – Henderson SEP 0277	\$70,227.42	Lanny	50% Lanny 50% Andrea
URS	\$3,000.00	Andrea	Andrea
Schwab 9466-7166	\$14,418.00	Lanny	Lanny

22. Qualified Domestic Relations Order(s) or Domestic Relations Order(s) should be issued as needed with the costs for such order(s) being paid equally by each party. The individual whose name the retirement account is associated with should be responsible for preparing any and all paperwork and forms required to divide said account, and should do so within 90 days of entry of the Decree of Divorce in this matter.

23. The parties shall participate in any form of Survivor Benefit Plan or Survivor Insurance available that will allow the alternate payee to retain the rights to their military retirement benefit after the death of the plan participant as described herein.

REAL PROPERTY

24. During the marriage, the parties have acquired an interest in real property, commonly known as 534 West Durfee, Grantsville, Utah 84029.

25. The real property should be sold as soon as reasonably practicable. The parties will work together to choose a realtor and prepare the home for sale. The parties agree to make all reasonably necessary repairs (as recommended by the realtor). So long as Lanny resides in the

home, because there is no mortgage expense, he will pay the cost of any necessary repairs. The equity in the property should be divided equally between the parties, one-half to each. Equity should be calculated by subtracting any and all expenses of the sale, including closing costs and realtor commissions, and any other mortgage or liens against the property from the sale price of the home.

MISCELLANEOUS

26. Alimony: Both parties are retired and living on fixed incomes comprised of the monthly payouts from the sale of Premier Vision Group, the rental income from DuClos Properties LLC, Lanny's Military Retirement, and Lanny's Social Security benefits. The parties have agreed to equally divide all those net monthly incomes. The parties should likewise equally share in the net monthly income received from Andrea's awarded portion of Lanny's Social Security income. The parties should exchange benefit information each year to account for cost of living increases. Lanny will make equalization payments by the 1st and 16th of each month to Andrea's Chartway account.

27. The amount paid from Lanny to Andrea to equalize incomes may be considered alimony and will last the length of the parties' marriage. Pursuant to Utah Code 81-4-502, alimony should terminate earlier upon the remarriage of the recipient spouse, or upon the establishment by the paying party that the recipient spouse is cohabitating with another person. However, if the remarriage is annulled and found to be void ab initio, payment of alimony should resume if the

party paying alimony is made a party to the action of annulment and the payor party's rights are determined.

28. Family Trust: The parties currently have a family trust holding the marital residence as well as the Common Wealth Accounts. Once the assets have been disbursed between the parties as indicated herein, the Family Trust should be dissolved.

29. Restoration of Maiden Name: Andrea's name should be restored to Andrea Marie Lallatin, if she so chooses.

30. Attorney's Fees: Each party should pay their own attorney's fees and costs incurred in this matter to obtain the *Decree of Divorce*.

31. Mutual Restraining Order: The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

32. Delivery of Documents and Duty to Sign Documents: Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

33. Disclosure: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

34. Full Settlement: Contingent on the court entering final orders fully consistent with the terms hereof, this Agreement shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersede any prior oral or written agreements between them. Both parties acknowledge that this Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read this Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair,

equitable, reasonable, and in the best interests of the parties' children.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/
J. Shea Owens
Attorney for Lanny Duclos

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

RESPONDENT: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Andrea Duclos' counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of August 2026 I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic notification:

/s/J. Shea Owens
J. Shea Owens
Attorney for Lanny Duclos

/s/ Tara Reilly
Tara Reilly
Attorney for Andrea Duclos