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IN THE SECOND JUDICIAL DISTRICT COURT

IN AND FOR WEBER COUNTY, STATE OF UTAH

In the matter of the marriage of

LISA ANN TUBBS,

Petitioner,

DECREE OF DIVORCE

and PAUL RICHARD TUBBS Respondent.	Civil No. 264901319 Judge REUBEN J. RENSTROM Commissioner BRANDON RICHARDS
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Petitioner, LISA ANN TUBBS (hereinafter “Wife”), by and through counsel, T.R. Morgan and Jill L. Coil, of and for COILLAW LLC, and Respondent, PAUL RICHARD TUBBS (hereinafter “Husband”) entered into a stipulation through informal settlement process. The Court having found and entered its Findings of Fact and Conclusions of Law, decree as follows:

1. **Marriage Statistics.** The parties were married on November 16, 2000.
2. Parties have two (2) children that have all reached the age of majority. No other children are expected.
3. **Residency.** The parties are residents of Weber County, State of Utah and have been more than three (3) months immediately preceding this action.
4. **Grounds.** The parties agree that they shall be granted a divorce based upon their irreconcilable difference causing a breakdown of the marriage relationship. Utah Code Ann. Section 81-4-405.

DIVISION OF ASSETS AND LIABILITIES

5. **Separate and Premarital Property.** Each party shall be awarded their separate and premarital property, including property or monies in their possession at the time of

marriage or received from inheritance, unless stated otherwise herein

6. **Personal Property.** Prior to and during the course of the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items.
 - a. The parties' personal property has been allocated and is not contested. However, the parties will continue to reside in the marital home until it is sold. Some personal property may be included with the sale of the house. Any property allocated to either property, or sold with the home, shall be awarded to the allocated owner.
 - b. The parties shall make good-faith efforts to divide the property. If there is a dispute regarding items, the parties shall participate in good-faith negotiations with a neutral third-party/mediator.
7. **Family Pet(s).** During the course of the marriage, the parties obtained interest or ownership of certain pets. These pets shall be awarded along with all liability and maintenance thereof as follows:
 - a. WIFE shall be awarded the parties' family dog named Maverik.
8. **Titled Vehicles/Assets.** During the course of the marriage, the parties obtained interest or ownership of certain vehicles. These vehicles shall be awarded along with all liability and maintenance thereof as follows:
 - a. WIFE shall be awarded the 2023 Subaru Outback.
 - b. HUSBAND shall be awarded the 2023 Toyota Tacoma.
 - c. If any of these vehicles and/or assets have a jointly-held liability thereon, the

party receiving the vehicle/asset to which the liability is attached shall refinance that liability within six (6) months and shall hold the other party harmless.

9. **Insurance.** The parties shall obtain their own vehicle, medical, vision, and dental insurance.

a. Husband agrees to cover the adult children under his medical, vision, and dental insurance through his employer until the children are 26 years old.

10. **Financial Accounts.** During the course of the marriage both parties have either obtained interest in or contributed marital funds to financial accounts including, but not limited to, savings and checking accounts. These accounts shall be awarded as follows:

a. **America First Credit Union** – The joint accounts that are connected and listed below shall be distributed 50% of the funds to Paul Richard Tubbs, and 50% of the funds to Lisa Ann Tubbs;

i. Paul Richard Tubbs shall be awarded the jointly- held accounts referenced below as 9(a)(i)(1), (2), and (3), and shall remove Lisa Ann Tubbs from the account as soon as reasonably practicable, but no less than 30 days upon signing of the Stipulation. He shall be awarded the accounts after paying Lisa her share.

1. Joint Checking Account, approximate balance as of July 15, 2026 of \$3,713.97

2. Joint Savings Account, approximate balance as of July 15, 2026 of \$470.81;

3. Joint Money Market Savings Account, approximate balance as of

July 15, 2026 of \$19,070.60.

- b. The parties have agreed and do understand that these accounts are the daily expense accounts and are subject to reasonable changes as joint household bills are paid.
 - c. Lisa Ann Tubbs shall be awarded the sole and exclusive ownership and all the funds contained therein of the America First Credit Union Account which was set up in her name only. This individual account has an approximate balance as of July 15, 2026 of \$1,600.
- 11.
- 12. **Retirement and Other Investment Accounts.** During the course of the marriage both parties have either obtained interest in or contributed marital funds to their respective retirement and other investment accounts.
 - 13. **Retirement and Home-Sale Equalization.** Upon the sale of the marital home, the parties shall reconcile and complete the division of Husband's 401(k) Retirement Account. To the extent any amount remains due to Wife as her share of that account, the amount due shall be paid to Wife as an additional distribution from Husband's share of the net proceeds from the sale of the marital home. If the available net proceeds are insufficient to satisfy the amount due to Wife, Husband shall be solely responsible for any remaining HELOC debt to the extent necessary to complete the equalization.
 - 14. Husband shall effectuate a QDRO, at his cost, and both parties shall timely complete any documentation required to execute the transfer of funds within 90 days from the sale of the marital home or as soon as reasonably possible.

15. **Debts and Obligations.** During the marriage, the parties acquired marital debts and obligations. The parties shall be awarded the following marital debts:

CREDITOR	NAME ON DEBT	APPROX. BALANCE	AWARDED TO
HELOC – America First Credit Union	HUSBAND/WIFE	\$14,159.61	HUSBAND
Medical Debt – IHC	HUSBAND/WIFE	\$3,000	HUSBAND/WIFE
RC Willey	HUSBAND/WIFE	\$3,785	HUSBAND/WIFE
America First Credit Card	HUSBAND/WIFE	\$7,328.17	HUSBAND/WIFE
Toyota loan	HUSBAND	\$19,700	HUSBAND
Subaru loan	WIFE	\$33,700	WIFE

- a. The parties shall each cease use of any accounts awarded to the other party immediately upon execution of the Stipulation on August 3, 2026.
 - b. With the exception of the auto loans, each of the debts listed above shall be paid off upon the sale of the home.
16. **Real Property.** During the course of the marriage, the parties obtained interest in real property at 3567 N. Willow Creek Lane, Eden, Utah 84310. The parties shall sell the property with a mutually agreed upon realtor. The parties shall follow the recommendations of the realtor regarding repairs/improvements, marketing strategies, pricing strategies, etc. The parties shall be equally responsible for the costs of the repairs/improvements. The proceeds distributed as follows.
- a. The mortgage shall be paid in full at the time of closing;
 - b. The realtor and closings costs shall be paid in full pursuant to the corresponding contractual terms;

- c. Other expenses: credit card debt, home equity line of credit, and medical expenses..
 - d. The remaining proceeds shall be distributed to the parties in equal 50/50 portions.
- 17. Both parties may continue to reside in the home until it is sold. Any party that leaves before the sale of the home, they shall still be responsible for their portion of the mortgage, maintenance, and utilities.
- 18. **Michael Macfarlane.** The parties shall not let Michael Macfarlane, Wife's brother, live with Wife at any time in the future. The only exception to this would be if they are living in the family home that is located in Huntsville, Utah.
- 19. **Alimony.** The parties agree that Wife has a need for alimony and Husband has some ability to pay. Wife shall be awarded alimony in the amount of \$2,300 per month for a period of 18 years (in other words, 216 months total), or until Husband's retirement age of 67 on November 1, 2043. If Husband qualifies for early medical retirement, alimony shall be reduced or ceased. The parties shall revisit the issue should such early retirement become medically necessary.
- 20. If Husband is to receive a bonus throughout the year of 2026, Wife shall be entitled to 25% of that bonus. Husband shall disclose proof at the end of the year.
- 21. The parties agree that alimony is fair and equitable due to the length of the marriage entering its 26th year, and Wife having worked part-time or less while raising the children, and Husband having been the primary income earner. The parties agree that this will equalize the monthly net income and standard of living for both parties.
- 22. Alimony shall begin September 2026. Alimony may be paid in full by the 5th day of

each month, or it may be paid one half (1/2) on or before the 5th day of each month, and the other half (1/2) on or before the 20th day of each month. Alimony due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Alimony due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month. There will be a 5-day grace period. If payments are late more than 3 times in one quarter, then the payments will be subject to garnishment of wages or account.

23. Alimony shall automatically terminate if the party receiving alimony remarries, cohabitates, the term of alimony is completed, or either party dies, whichever event occurs first. A motion to terminate alimony may be filed to establish cohabitation.
24. **Life Insurance.** In the matter of Basic Life and AD&D insurance coverage through employment: As long as either party is eligible for employer-sponsored group basic life and AD&D insurance coverage through their respective employment, each party shall maintain the other party as the sole primary beneficiary of said life insurance policy. This shall be the maximum amount that is allowed to be held on each party through their employer at little or no cost. The parties shall show proof of the designated beneficiary yearly. If either party is to remarry, they agree that they shall split the beneficiaries 50/50 between the previous spouse and current spouse. The parties agree that if either party fails to maintain the other as the beneficiary of the life and AD&D insurance policies required by this agreement, the proceeds of such insurance policies shall constitute a constructive trust for the benefit of the surviving party. The surviving party shall have a valid and enforceable claim against the deceased party's estate, or

against any third-party beneficiary who receives the proceeds, for the full amount required under this decree.

25. **Wedding expenses for adult children.** The parties shall split evenly (50/50) the wedding expenses for their adult children.
26. Unless agreed otherwise, a parent who incurs a wedding expense for their adult children should provide written verification of the cost and payment to the other parent with thirty (30) days of payment for such expense. The parent reimbursing the other parent shall make payment within thirty (30) days of receiving notice of the expense with proof of payment unless agreed otherwise.
27. **Name Change.** At her election Wife shall have the option to change her surname.
28. **Resolving Disputes.** If the parties cannot reach a mutual decision regarding any disputes on any provision or agreement herein in the future, then the parties shall participate in mediation or other alternative dispute resolution process. If they are unable to come to a consensus in alternative dispute resolution, they may seek court intervention. Failure to seek alternative dispute resolution will result in the award of attorney fees for the responding party to the premature filing for court intervention by the moving party.
29. **Duty to Sign Documents.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring a Motion to Enforce Order at the expense of the disobedient party and ask that the Court 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.

30. **Attorney Fees.** The parties shall be responsible for their own attorney's fees in this action.
31. **Effective Date.** The terms herein shall be effective August 3, 2026 unless otherwise specified herein.
32. **Severability.** If any term, paragraph, or provision herein is held invalid or unenforceable for any reason, the remainder of this Order shall continue in full force and effect.
33. **Final Decree of Divorce.** The parties hereby agree that the Court may enter, and jointly move the court to enter, the Findings of Fact and Conclusions of Law as well as a Decree of Divorce submitted in conformity with the terms of this Stipulation.

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

PLEASE TAKE NOTICE that pursuant to Utah R. Civ. P. 7(j)(4), (5) this document is proposed for the court's signature and shall be an order of the court unless you file an objection in writing within seven (7) days from the date of the service of this document.

Submitted by:

DATED this 25th day of August 2026.

COILLAW, LLC

/s/ T.R. Morgan

T. R. Morgan

Attorneys for Petitioner

Approved as to form:

DATED this 11th day of September 2026

/s/ Paul Richard Tubbs

Signed by T.R. Morgan with permission of

Paul Richard Tubbs

Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 25th day of August, 2026, to the following:

Paul Richard Tubbs

paulrtubbs@gmail.com

() U.S. Mail, Postage Prepaid

() Hand Delivered

() Facsimile Transmission

(X) Email/EFILE

() Overnight Mail

/s/ Erin Rosado