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Attorney for Petitioner

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

In the matter of the Marriage of:

GERALD THOMAS STEPHENS,

Petitioner,

and

DEANNA STEPHENS,

Respondent.

DECREE OF DIVORCE

Case Number: 264900987

Judge: Craig Hall

Commissioner: Christina Wilson

Petitioner filed a Petition for Divorce on June 11, 2026. Respondent filed her Answer on June 29, 2026. The parties agree to a Decree of Divorce as set forth in the Stipulation filed contemporaneously herewith, and to resolve all outstanding issues in this case. The Court, having reviewed the Stipulation, and having previously entered its written Findings of Fact and

Conclusions of Law, and for good cause appearing, does hereby **ORDER, ADJUDGE, AND DECREE AS FOLLOWS:**

JURISDICTION

1. Petitioner was an actual and bona fide resident of Weber County, State of Utah for more than three (3) months prior to filing this action.
2. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. §78A-5-102 and UTAH CODE ANN. §81-4-402 and §81-4-405.
3. There are no minor children born as issue of this marriage.

GROUND

4. Petitioner and Respondent were married on January 1, 1987 in Clearfield, Davis County, State of Utah.
5. During the course of the marriage, the parties have encountered difficulties that have made the continuation of the marriage impossible.

ALIMONY

6. The parties are both physically capable of supporting themselves and alimony shall not be awarded now or in the future to either party.

REAL PROPERTY

7. During the course of the marriage, the parties acquired interest in real property located at 4034 West 3675 North, Plain City, Utah, 84404 (the "Property"). Petitioner shall be awarded the Property including any equity or debt which may be associated with that property, as part of the global property settlement.

PERSONAL PROPERTY

8. During the course of the marriage, the parties acquired various items of marital personal property which has been equitably divided between the parties.
9. All property and all property rights which may be vested in either party as a result of family inheritance, gifts, trusts, or similar sources shall be awarded to the party from whose family it came.
10. Respondent shall be awarded the Ford Escape in her possession.
11. Petitioner shall be awarded all other vehicles, currently in his possession.

DEBTS AND OBLIGATIONS

12. If the parties acquired debts and obligations to third parties during the course of the marriage, marital debt in both parties' names shall be equitably divided between the parties. The parties state that they have made a full disclosure of anything that could be considered marital debt, any debts not already disclosed should be the sole responsibility of the non-disclosing party and the responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt.
13. Petitioner is awarded the Goldenwest Credit Union account free and clear of any interest from the Respondent.
14. Respondent is awarded the Wasatch Peaks Credit Union account free and clear of any interest from the Petitioner.
15. Respondent is awarded the Money Market AFCU account free and clear of any interest from Petitioner. The parties shall equally split the remaining funds in the AFCU account outside of the Money market account, and the account shall be closed.

16. The parties shall each be restrained from incurring any debt in the name of the other party.

NOTICE TO CREDITORS

17. Pursuant to UTAH CODE ANN §§15-4-6.5, 81-3-105, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce. Therefore, each party shall:

- a. Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

18. Petitioner shall pay to Respondent the sum of \$800,000.00 within six (6) months of the entry of the Decree of Divorce. The parties agree that this will satisfy and fulfill any and all claims under the Divorce.

19. Should Petitioner not pay the \$800,000 within 6 months then the marital home shall be sold and Respondent shall be awarded the full proceeds of the home, plus a QDRO shall be performed to account for any remaining balance from Petitioner's accounts, minus funds that have already been received from the \$800,000. The QDRO will be used merely to "true up" the remaining funds owed on the \$800,000. The funds received by Respondent from the sale of the home, or on a net basis after fees and taxes.

20. Petitioner can pay to the Respondent the funds from a refinance or the transfer of any of his retirement accounts at his sole discretion, including transfers or QDRO's. However, should there be any tax liability then Respondent should pay the tax costs on monies she receives.

21. All funds payable to Respondent shall be paid to her or her estate, should anything happen to her prior to the finalization of all distributions.

22. The Parties shall be awarded their own retirement accounts, including but not limited to, stocks, bonds, mutual funds, pensions, annuities and retirement.

23. The Respondent shall sign a quit claim deed for the Property upon receipt of the \$800,000.00, transferring full title to Petitioner, Petitioner's estate or any trust Petitioner shall designate at the time the above amount is provided to Respondent.

TAX FILING

24. Petitioner and Respondent shall file their taxes separately for the 2026 tax year and separately each year thereafter.

ATTORNEY'S FEES AND COSTS

25. Parties shall each pay their own attorney fees and costs. Should either party not be in compliance with any provision of this agreement and the matter is brought to court on an enforcement issue, then the Court shall award attorney's fees to the prevailing party.

MISCELLANEOUS PROVISIONS

26. Each party shall be ordered to take any action or to execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

27. All wills or trusts are hereby revoked and any assets held in the will or trust shall be distributed or assigned pursuant to this Stipulation.

28. Each party shall be restrained from harassing, stalking, disparaging, vilifying or demeaning the other party at any time nor allowing any third party to do the same. Said methods of harassment include, but are not limited to, excessive unsolicited telephone calls, excessive electronic contact through emails, texts, etc., and unplanned visits at the other's place of residence. The parties will also not state anything negative about the other party on social media. The parties hereby revoke all electronic access to any accounts, passwords or items that were allowed during the marriage. The parties should delete all accounts, and or stop from accessing any of these as of the date of stipulation.

29. The parties will return all garage door openers, keys, legal documents they have for the other party within 14 days of the signing of the stipulation.

30. The parties will execute all documents that are necessary to implement the agreements in the stipulation. Should either party not sign a required document the parties may go to the Court pursuant to URCP 72 and ask that they be designated as an authorized signer.

31. Respondent shall be entitled to resume use of her maiden name of Lund, should she so desire.

JUDGE'S SIGNATURE APPEARS AT TOP OF FIRST PAGE.

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Order of Decree of Divorce to the Judge of the above-entitled Court for his signature, upon the expiration of seven (7) days from the date this Decree of Divorce is mailed to you, and after allowing seven (7) additional days for mailing or upon written objection.

DATED this 21st day of Septemer, 2026.

AMMON NELSON LAW, PLLC

/s/ Michael Forsberg

Michael Forsberg

Attorney for Petitioner

DATED this 21st day of September, 2026.

Approved as to form and content:

/s/ Deven Coggins (with permission via email)

Deven Coggins

Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on September 21, 2026, I sent the above **Decree of Divorce** to the following individual(s) by the method(s) indicated:

Deven Coggins

Attorney for Respondent

___	U.S. Mail
___	Hand Delivery
___	Facsimile
___	Federal Express
<u>X</u>	Electronic Mail

/s/Rebecca Buck, LPP

Rebecca Buck, LPP

For Petitioner