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

In the matter of the marriage of:

SHELLY ANN COOK,

and

JASON RICHARD COOK.

DECREE OF DIVORCE

Case No.: 264400856

Judge: Denise M. Porter

Commissioner: Marla Snow

This matter comes before the above-referenced court by way of Petitioner Shelly Ann Cook's Verified Petition for Divorce. This Court having reviewed the parties' Settlement Agreement; does hereby find good cause to make and enter this Decree of Divorce, as follows:

JURISDICTION, VENUE AND GROUNDS

1. Jurisdiction. Petitioner Shelly Ann Cook ("Petitioner") and Respondent Jason Richard Cook ("Respondent") are residents of Utah County, State of Utah, and each has resided in Utah County for a continuous period of at least ninety (90) days immediately prior to the commencement of the above-entitled action.

2. Venue. That venue is proper pursuant to Utah Code Ann. § 78B-3a-201.

3. Marriage Statistic. The parties were married on November 28, 2003, in Medina, State of Ohio, and are now, and have been since that time, husband and wife.

4. Separation. The parties separated on or about August 6, 2025.

5. Grounds. The parties will be granted a decree of divorce pursuant to Utah Code Ann. § 81-4-405(1)(h) as irreconcilable differences have arisen between them making their marriage irretrievably broken and impossible to continue.

UCCJEA

6. There are no minor children, nor are there any minor children expected as issue of the marriage.

REAL PROPERTY

7. The real property located at 279 W. Wrangler Ave., Saratoga Springs, Utah 84045¹ (the “Real Property”) will be listed for sale with a licensed real estate agent mutually agreed upon by the parties when Petitioner decides to sell the Real Property. The Real Property will be listed at a reasonable market price as recommended by the realtor. The parties agree to cooperate in good faith with the listing and sale process, including signing all documents reasonably necessary to complete the sale. Petitioner will have sole-access and use of the Real Property until it is sold. Notwithstanding, the parties will equally pay the monthly mortgage, utilities, homeowner’s insurance, and routine maintenance costs until the Real Property is sold.

8. Access for Showings and Inspections. Both parties agree to cooperate with the realtor to ensure the Real Property is available for showings, inspections, and any necessary repairs or

¹ Serial Number: 43:145:0604.

Legal Description: LOT 604, PLAT F, JACOBS RANCH SUBDV. AREA 0.304 AC.

appraisals related to the sale. Petitioner will allow reasonable access to the realtor and potential buyers, with advance notice.

9. Distribution of Sale Proceeds. Upon the closing of the sale, the proceeds will be distributed as follows: (a) first, to pay all customary costs of sale, including realtor commissions, title fees, and closing costs; (b) second, to pay off and satisfy the existing mortgage on the Real Property; and (c) finally, any remaining net proceeds will be divided equally between Petitioner and Respondent.

PERSONAL PROPERTY

10. Vehicle.

a. 2017 Subaru Outback. This vehicle will be awarded to Petitioner.

Petitioner will be solely responsible for all costs related to this vehicle commencing September 1, 2025, including but not limited to the outstanding loan balance, insurance, registration, maintenance, and repairs.

b. 2012 Ford F150. This vehicle will be awarded to Respondent. Respondent will be solely responsible for all costs related to this vehicle commencing September 1, 2025, including but not limited to the outstanding loan balance, insurance, registration, maintenance, and repairs.

c. 2012 Ford Focus. This vehicle will be awarded to the parties' daughter, Rylan Cook. Rylan will be solely responsible for all costs related to this vehicle commencing September 1, 2025, including but not limited to the outstanding loan balance, insurance, registration, maintenance, and repairs. Rylan will maintain

regular, timely loan payments going forward until the loan is paid off. If Rylan fails to pay the loan, then Petitioner will be responsible for the loan.

d. 2015 Ford Taurus. This vehicle will be awarded to the parties' son, Colton Cook. Colton will be solely responsible for all costs related to this vehicle commencing September 1, 2025, including but not limited to the outstanding loan balance, insurance, registration, maintenance, and repairs. Colton will maintain regular, timely loan payments going forward until the loan is paid off. If Colton fails to pay the loan, then Petitioner will be responsible for the loan.

11. All Other Personal Property. All remaining personal property will be distributed in accordance with the parties' mutual agreement. In the event the parties are unable to reach such an agreement, either party may petition the Court to resolve the dispute and issue a final determination. Notwithstanding, each party will be awarded a copy of all marital photographs, whether digital or printed, and the parties will equally share the cost of preparation, duplication, or reproduction.

FINANCIAL ACCOUNTS

12. Bank & Credit Union Accounts.

a. Joint. The parties' joint bank and/or credit union account(s) will be closed within 30 days of the sale of the Real Property, and the funds therein will be divided equally, with each party receiving one-half.

b. Separate. Each party will be awarded ownership of all bank and/or credit union, accounts in their sole name. Neither party will have any claim or interest in the bank and/or credit union accounts of the other. If any bank and/or credit union

account is overdrawn or subject to any debt, fees, or penalties, the party retaining the account will be solely responsible for satisfying such obligations and will indemnify and hold the other party harmless therefrom.

13. Life Insurance Policies. Respondent will maintain Petitioner as the sole beneficiary of his life insurance policy and will not remove, replace, or otherwise alter Petitioner's beneficiary designation without her prior written consent. Each party will retain ownership of any life insurance policies held in their own name and will be solely responsible for any premiums, loans, or obligations related to their respective policies. If a life insurance policy has an outstanding loan or other debt secured by the policy, the party retaining the policy will be solely responsible for repayment of such debt and will indemnify and hold the other party harmless therefrom.

14. Retirement Accounts. Each party will be awarded the retirement accounts, including but not limited to 401(k) accounts, IRAs, pension plans, and other retirement or deferred compensation accounts held in their sole name, free and clear of any claim by the other party. If a retirement account is subject to any outstanding loan, early withdrawal penalty, or other financial obligation, the party retaining the account will be solely responsible for satisfying such obligations and will indemnify and hold the other party harmless therefrom.

DEBTS

15. Debts. The parties' debts will be assigned, as follows:

a. IRS Debt. Any IRS debt incurred or arising from any tax year prior to the execution of the Settlement Agreement, including any associated penalties or

interest, will be the sole responsibility of Respondent, and Respondent will indemnify and hold Petitioner harmless therefrom.

b. Utah State Income Tax Debt. Any Utah State income tax debt incurred or arising from any tax year prior to the execution of the Settlement Agreement will be the sole responsibility of Respondent, and Respondent will indemnify and hold Petitioner harmless therefrom.

c. Son's Student Loan. In the event the parties' son fails to satisfy his student loan obligation, Petitioner will be responsible for payment of said debt.

d. Except as otherwise specifically provided herein, each party will be solely responsible for any debt, credit card, loan, or other financial obligation incurred in their own name, unless otherwise specifically provided herein.

e. Each party will indemnify and hold the other harmless from any liability related to a debt assigned to them herein.

ALIMONY

16. Respondent will pay to Petitioner the total sum of ninety-six thousand dollars (\$96,000.00), payable as follows:

- a. Initial Lump Sum Payment. Upon the sale of the marital residence, Respondent will pay to Petitioner the sum of forty-eight thousand dollars (\$48,000.00) from Respondent's share of the net sale proceeds. This payment will be made through the closing of the sale of the marital residence.
- b. Deferred Monthly Alimony Payments. Beginning sixty (60) months after entry of the Decree of Divorce, or in 2031, whichever occurs first consistent with

the sixty-month period following entry of the Decree, Respondent will pay to Petitioner eight hundred dollars (\$800.00) per month for a period of sixty (60) consecutive months, for a total of forty-eight thousand dollars (\$48,000.00).

Respondent's alimony obligation is non-modifiable. Respondent's monthly alimony obligation will terminate upon the earliest occurrence of the following: the death of either party; the remarriage of Petitioner, or cohabitation of Petitioner as defined by Utah law.

MUTUAL RESTRAINTS

17. The parties will be mutually restrained from attempting, committing and/or threatening any abusive behavior and/or actions, including but not limited to physical threats of violence, directed toward either party or either party's respective families and/or friends.

18. The parties will be mutually restrained from entering the residence, workplace and/or vehicle of the other party without first obtaining the written consent of the other party.

19. The parties will be mutually restrained from allowing third parties to do what they themselves are prohibited from doing herein, and will have the affirmative duty to use his/her best effort to prevent third parties from such violations.

ATTORNEY'S FEES AND COSTS

20. Each party will be responsible for their own attorney's fees and/or costs associated with this divorce.

MISCELLANEOUS PROVISIONS

21. Business. Neither party obtained an interest in a business during the marriage.

22. Maiden Name. If desired, Petitioner will be restored the use of her maiden name—Shelly Grobelny.

23. Execution of Documents. The parties will sign and fully execute whatever documents are necessary to implement the provisions contained herein.

24. Certified Copy. The parties will provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah Code Ann. § 81-4-204(1)(e) and Utah Code Ann. § 15-4-6.5 and to effectuate compliance with these statutes.

****END OF ORDER****

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED**

BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE**

Approved as to form:

/s/ Shelly Ann Cook (used with permission on 03/23/2026)

SHELLY ANN COOK

Petitioner

/s/ Jason Richard Cook (used with permission on 03/30/2026)

JASON RICHARD COOK

Respondent