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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of
MARIE CORNETT,

Petitioner,
and

JEREMY CORNETT,

Respondent.

**DECREE OF DIVORCE AND
PARENTING PLAN**

Civil No. 254905725
Judge Mow
Commissioner Blocher

Petitioner Marie Cornett ("Petitioner") commenced this divorce action against Respondent, Jeremy Cornett, by filing a Petition for Divorce on October 28, 2025. The Court has received the parties' written Stipulation and Settlement Agreement, filed March 23, 2026. The Court has also received Petitioner's Declaration of Jurisdiction and Grounds and has entered Findings of Fact and Conclusions of Law. Having reviewed the file in this matter and being otherwise fully advised, the Court hereby decrees as follows:

DIVORCE

1. **Divorce.** The parties are granted a divorce based on their irreconcilable differences, as provided for in Utah Code § 81-4-405(1)(h).
2. **Residency.** Both parties were residents of Salt Lake County, State of Utah for more than three months prior to the filing of the Petition for Divorce, satisfying the jurisdictional requirements of Utah Code § 81-4-402(1). The Third Judicial District Court for Salt Lake County has subject matter jurisdiction and personal jurisdiction over the parties and is the proper venue for this action.
3. The parties have three (3) minor children born of the marriage:
 - a. M.M.C., born December 2012;
 - b. Z.M.C., born April 2015; and
 - c. J.J.C., born April 2018.

PARENTING PLAN

4. The parties are awarded joint legal custody and joint physical custody of the minor children. It is hereby ordered that the following shall govern the parties' rights and obligations regarding child support, healthcare, childcare, and tax dependency exemptions:

CHILD SUPPORT

5. **Back Child Support Waiver** Any and all claims for back child support, overpayment of child support, unreimbursed healthcare costs, insurance expenses, and costs associated with extracurricular activities are hereby deemed fully satisfied and waived by both parties as of the date of the Stipulation.

6. **Current Child Support** For purposes of child support, Marie's gross monthly income is \$6,666 and Jeremy's gross monthly income is \$18,350. Pursuant to the Utah Child Support Guidelines using the Joint Physical Custody Worksheet (50/50 parent-time), Jeremy is ORDERED to pay Marie child support in the amount of \$900.00 per month, commencing April 1, 2026. Payments shall be made via Venmo, with one-half (\$450.00) due by the 5th of each month and one-half (\$450.00) due by the 20th of each month. Either party may elect to involve the Office of Recovery Services ("ORS") to administer payments at any time.

7. **Termination of Child Support** Pursuant to Utah Code § 81-6-213, child support for each child shall terminate upon the earliest of: (1) the child reaching age 18 or graduating from high school during the child's normal and expected year of graduation, whichever occurs later; (2) the child's death, marriage, or enlistment in the armed forces of the United States; or (3) the child's emancipation pursuant to Utah Code § 80-7-102 et seq.

HEALTHCARE

8. The statutory provisions of Utah Code § 81-6-208 apply. Jeremy shall maintain health insurance coverage for the minor children through his employer-sponsored plan at reasonable cost. The parties shall equally share the children's portion of the health insurance premium in accordance with the statutory formula, commencing April 2026.

9. If double coverage exists at any time, which the parties anticipate may occur in the near future, Marie shall provide Jeremy with written notice and verification of such

coverage. Each party shall be responsible for paying the premiums associated with their respective policies, with no obligation to reimburse the other party for those premiums.

10. The parties shall equally share all reasonable and necessary uninsured medical expenses for the children, including but not limited to medical, therapeutic, vision, orthodontic, and dental expenses, as well as co-pays and deductibles. Notice and reimbursement obligations shall be governed by Utah Code § 81-6-208. The Notice to Creditors provisions of Utah Code § 15-4-6.7 apply.

CHILDCARE / DAYCARE

11. Each party shall be responsible for one-half of all reasonable childcare costs actually incurred each month as a result of either party's employment. Both parties' portions of childcare costs shall be paid directly to the childcare provider in a timely manner, pursuant to Utah Code § 81-6-209. Childcare provided by a family member shall be presumed to be provided free of charge. Each party shall provide the other with written verification of the cost and identity of any childcare provider and shall promptly notify the other party of any changes.

12. Each parent shall provide the other parent, in advance, with the name, current address, and telephone number of any surrogate care provider caring for the children. Each parent shall ensure that all surrogate care providers have the name, current address, and telephone number of both parents. The Right of First Refusal for surrogate care is governed by the Parenting Plan incorporated herein.

TAX CREDITS AND DEPENDENCY EXEMPTIONS

13. Allocation — Three Children Jeremy shall be entitled to claim the oldest child (M.M.C.) as a dependent for all federal and state income tax purposes every year beginning with tax year 2026. Marie shall be entitled to claim the youngest child (J.J.C.) as a dependent for all federal and state income tax purposes every year beginning with tax year 2026. The parties shall alternate claiming the middle child (Z.M.C.), with Jeremy claiming Z.M.C. in even-numbered tax years beginning with tax year 2026, and Marie claiming Z.M.C. in odd-numbered tax years beginning with tax year 2027.

14. Allocation — Two Children Eligible When only two children remain eligible to be claimed as dependents, Jeremy shall claim the oldest eligible child every year and Marie shall claim the youngest eligible child every year.

15. Allocation — One Child Remaining When only one child remains eligible to be claimed as a dependent, the parties shall alternate, with Jeremy claiming the child in even-numbered tax years and Marie claiming the child in odd-numbered tax years.

16. Effect of Non-Compliance In any tax year in which Jeremy is not current on his base child support obligation as of December 31 of that tax year, Jeremy shall forfeit his right to claim any child allocated to him for that year, and Marie shall be entitled to claim that child for that tax year. Each party shall execute IRS Form 8332 or any similar document as necessary to effectuate this allocation and shall not unreasonably withhold or delay execution.

17. 2025 Joint Tax Filing The parties shall file their federal and state income tax returns for tax year 2025 as Married Filing Jointly. The parties shall equally share any

refund received and shall be equally responsible for any taxes owed, including interest and penalties, for tax year 2025, except as provided herein. Returns shall be prepared by a mutually agreed-upon tax preparer, the cost of which shall be shared equally. Each party shall timely provide all necessary tax documents, including W-2s, 1099s, and K-1s. Any refund issued by direct deposit into one party's account shall be remitted to the other party within ten (10) days. If taxes are owed, each party shall be responsible for one-half; if one party advances more than their share, the other shall reimburse within ten (10) days of written notice and documentation. To the extent any additional liability, interest, or penalties arise from a party's failure to disclose income or improper reporting, that party shall be solely responsible and shall indemnify and hold the other harmless.

****END OF PARENTING PLAN****

ALIMONY

18. Jeremy is ORDERED to pay alimony to Marie in the amount of \$1,650.00 per month, commencing April 1, 2026, and continuing for a total period of forty-eight (48) months. Alimony shall terminate earlier upon the occurrence of any of the following events: Marie's death, Jeremy's death, Marie's remarriage, or Marie's cohabitation with another person in a marriage-like relationship as defined by Utah law. Absent earlier termination, alimony shall terminate automatically after Jeremy has made forty-eight (48) monthly payments, with the final payment due March 1, 2030.

REAL PROPERTY

19. The parties' marital home located at 6871 W Flagstone Drive, West Valley City, Utah 84128 (the "Property") is hereby awarded to Marie, free and clear of any claim by Jeremy, subject to the obligations set forth herein.

20. **Mortgage Assumption** Marie shall assume and pay all obligations associated with the existing mortgage on the Property, commencing with the payment due in April 2026. Jeremy shall make the March 2026 mortgage payment. Marie shall indemnify and hold Jeremy harmless from any liability associated with the mortgage from April 2026 forward. Until the refinance is completed, Marie shall be solely responsible for all monthly mortgage payments in full and on time. If Marie fails to make any mortgage payment when due, Jeremy may, in his discretion, make that payment to protect the Property and his credit, and any such payment shall be reimbursed by Marie. Jeremy may, at his election, credit any such payment against any support obligation he owes to Marie, provided he furnishes reasonable documentation of any such payment. Marie will remain responsible for any late fees, penalties, or negative consequences resulting from a missed or late payment.

21. **Refinance Obligation** Marie shall refinance the mortgage or otherwise remove Jeremy's name from all debt and encumbrances associated with the Property no later than one hundred twenty (120) days from the date of entry of this Decree.

22. **Property Settlement / Equalization Payment** Marie shall pay Jeremy a one-time property settlement payment determined as follows: The Property shall be appraised by a mutually agreed-upon licensed appraiser, the cost of which shall be shared equally.

The appraised fair market value shall replace the hypothetical value (\$598,000.00) used in the parties' property division worksheet. The net equity in the Property shall be determined by subtracting the outstanding mortgage balance from the appraised fair market value. That net equity figure shall be inserted into the parties' existing asset allocation and equalization framework, and the property settlement payment shall be recalculated accordingly. The resulting equalization amount shall be final and shall not be subject to further adjustment. Marie shall pay the final property settlement payment to Jeremy no later than one hundred twenty (120) days from the date of entry of this Decree.

23. The parties acknowledge that the equalization payment to Jeremy reflects adjustments for the disparity in the parties' respective retirement account balances and vehicle values, which have been incorporated into the asset allocation worksheet. No separate payment or transfer shall be required for retirement accounts or vehicles beyond what is reflected in the final equalization calculation.

	Marie	Jeremy
HOUSE	\$ 605,000.00	
Mortgage	\$ (144,485.00)	
401ks	\$28,000	\$177,360.00
Vehicles	\$4,722	\$36,725.00
Value of Assets as Allocated:	\$493,237.00	\$214,085.00
Marie's Property Settlement Payment to Jeremy:	(\$139,576.00)	\$139,576.00
Total To Each Party	\$353,661.00	\$353,661.00

24. **Failure to Refinance / Sale** If Marie is unable to refinance, remove Jeremy from all associated debt, and pay the property settlement within one hundred twenty (120) days

from entry of this Decree, the Property shall be immediately listed for sale and shall remain on the market until sold. Net sale proceeds (after closing costs, commissions, and satisfaction of all liens) shall be distributed as follows: first, to Jeremy in the amount of the property settlement determined pursuant to the formula above; and second, any remaining proceeds to Marie.

25. **Quit Claim Deed** Upon Marie's completion of the refinance and payment of the property settlement, Jeremy shall promptly execute a Quit Claim Deed conveying any remaining interest in the Property to Marie. Jeremy shall cooperate in good faith and shall not unreasonably delay execution.

26. **Representations Regarding Encumbrances** Both parties affirm that, except for the primary mortgage, there are no known debts, liens, or other encumbrances against the Property. If any undisclosed obligation is later identified, the party who incurred the obligation shall be solely responsible for satisfying it and shall indemnify and hold the other party harmless.

PERSONAL PROPERTY

27. **Property Awarded to Marie** Marie is awarded, free from any claim of Jeremy, the following: (1) all personal property in Marie's possession or owned in her name alone, except for the specific items listed in Exhibit "A" which are awarded to Jeremy; (2) any items of Marie's personal belongings inadvertently in Jeremy's possession, including clothing, toiletry items, and memorabilia, and other items to which Marie has a superior claim either by actual use, sentimental attachment, or based on its origin; and (3) all right,

title, and interest in the 2014 Dodge Caravan Mini-Van, subject to any existing indebtedness thereon.

28. Property Awarded to Jeremy Jeremy is awarded, free from any claim of Marie, the following: (1) all personal property in Jeremy's possession or owned in his name alone; (2) the specific items listed in Exhibit "A" currently in Marie's possession; (3) any items of Jeremy's personal belongings inadvertently in Marie's possession, including clothing, toiletry items, and memorabilia, and other items to which Jeremy has a superior claim either by actual use, sentimental attachment or based on its origin; and (4) the 2021 Chevrolet Silverado truck.

FINANCIAL ACCOUNTS

29. Marie is awarded all funds on deposit in the parties' Zions Bank savings account in the approximate amount of \$24,000.00. Each party is awarded all financial accounts held in their respective individual names, free and clear of any claim by the other party. This includes but is not limited to checking accounts, savings accounts, money market accounts, certificates of deposit, retirement accounts (including 401(k), 403(b), IRA, SEP, pension, and profit-sharing accounts), brokerage accounts, stock and bond accounts, cryptocurrency accounts or wallets, health savings accounts (HSAs), flexible spending accounts (FSAs), and any other financial accounts or instruments of any kind, whether traditional or digital, titled solely in that party's name.

DEBTS

30. Marie shall assume, pay, defend, indemnify, and hold Jeremy harmless from any debt or obligation incurred in her individual name at any time. Jeremy shall assume, pay, defend, indemnify, and hold Marie harmless from any debt or obligation incurred in his individual name at any time. Each party shall be solely responsible for any post-separation debt incurred in their individual name.

31. Each party is ORDERED to provide a certified copy of this Decree and any modifications to all relevant creditors pursuant to Utah Code §§ 30-3-5(1)(c) and 15-4-6.5.

MUTUAL RESTRAINTS

32. Each party is PERMANENTLY RESTRAINED AND ENJOINED from: (a) bothering, harassing, annoying, threatening, or harming the other at any time or in any place; (b) defaming, slandering, or making false public statements about the character or reputation of the other; (c) communicating in a manner that is not civil and respectful; and (d) using the likeness, identity, or information of the other to access or create accounts.

NAME CHANGE

33. Marie is hereby authorized to restore her former name to MARIE KAYE GOURLEY, should she desire to do so. Upon presentation of a certified copy of this Decree to the appropriate agencies, Marie may effectuate this name change without further court action.

GENERAL PROVISIONS

34. **Complete Agreement** The parties acknowledge that this Decree, together with the incorporated Stipulation and Parenting Plan, fully resolves all issues arising from their marriage and divorce. The division of property and debts—whether or not equal—is just, equitable, and appropriate under the circumstances.

35. **Necessary Documents** Each party shall promptly sign and execute any and all documents necessary to effectuate the terms of this Decree.

36. **Default** If either party defaults in the performance of their obligations under this Decree, the defaulting party shall be responsible for all reasonable costs incurred by the other party to enforce the Decree, including reasonable attorney's fees.

37. **Modification** No modification or waiver of any provision of this Decree shall be valid unless made in writing, signed by both parties, and approved by the Court. A waiver of any breach shall not constitute a waiver of any subsequent or similar breach.

38. **Attorney Fees and Costs** Each party shall pay their own court costs and attorney fees. The parties shall equally share the mediator fees from the March 18, 2026 mediation.

SO ORDERED.

SIGNED BY THE COURT

As indicated by the electronically added seal and date atop page 1

HONORABLE JUDGE MOW

HONORABLE COMMISSIONER BLOCHER

Third District Court

Notice Pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure, that this proposed Order should be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

Dated: March 23rd 2026

/s/ Alex Maynez

Alex Maynez

Attorneys for Petitioner

APPROVED TO FORM:

/s/ Seth Floyd

Seth Floyd

Signed by counsel with permission

Signed by Alex Maynez with permission

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 21st day of May 2026 to the following:

Seth Floyd

Jolley & Jolley

A Professional law Corporation

37 West 9000 South

Sandy, Utah 84070

Seth@jolleyandjolley.com

() U.S. Mail, Postage Prepaid

() Hand Delivered

() Facsimile Transmission

(X) Email/EFILE

() Overnight Mail

/s/ Courtney Hanson

EXHIBIT "A"

- o Family Christmas Ornaments
- o Portrait of Jeremy and His Mother
- o Portrait of Pavone Family
- o All Boxes of DVDs/Blu-rays
- o Key fob for Truck
- o Jeremy's Social Security Card
- o Jeremy's Wedding Ring (original, not replacement)
- o Sewing Machine and thread
- o Fireworks Related Items
- o Jeremy's Hats
- o Jeremy's Bicycle
- o Jeremy's Scooter
- o Tools in garage - tool table and items on and under it
- o Ladder
- o Smoker/Grill and related items
- o Jeremy Costumes and other related holiday supplies (Easter eggs)
- o Cozyla Wall Calendar
- o Half of Camping Supplies