



Nonie Ferguson #16044

Aubrey Staples #18103

Attorneys for Petitioner

LAW ELEVATED, LLC

1795 Sidewinder Drive, Ste. 200

Park City, UT 84060

435-800-2963

nonie@law-elevated.com

aubrey@law-elevated.com

IN THE THIRD JUDICIAL DISTRICT COURT – SALT LAKE DEPARTMENT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

DECREE OF DIVORCE

In the matter of the marriage of:

JANEEN MARIE LOCKINGTON,

Petitioner,

and

CORY EDWARD LOCKINGTON,

Respondent.

Tier 4 – Domestic Relations Action

Civil No. 264904408

Judge: James Gardner

Commissioner: Michelle Blomquist

The above-entitled matter came before the court on Petitioner, Janeen Lockington (hereinafter “Janeen”), and Respondent, Cory Lockington’s (hereinafter “Cory”), *Stipulation and Settlement Agreement*, which has been filed with the Court and resolves all issues. The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

1. Petitioner, Janeen Lockington, and Respondent, Cory Lockington, are hereby awarded a Decree of Divorce on the grounds of irreconcilable differences, and their marriage is hereby dissolved immediately.

Jurisdiction and Grounds

2. Both parties are *bona fide* residents of Salt Lake County, State of Utah and have been for more than 90 days immediately prior to the commencement of this action.

3. The parties were married on December 28, 1995, in La Crosse County, Wisconsin.

4. The parties shall be considered separated as of May 12, 2026.

5. Neither party is an active member of the military.

6. Cory is a military veteran and is no longer serving on active duty.

7. Neither party is receiving public assistance.

8. During the course of the marriage, the parties have experienced difficulties that cannot be reconciled, which have prevented the parties from pursuing a viable marriage relationship. A Decree of Divorce shall be granted on the basis of irreconcilable differences of the parties pursuant to Utah Code Ann. § 81-4-405.

Child

9. There are no minor children and none are expected.

Debts and Obligations

10. Both parties shall assume and pay and hold the other harmless from liability on all debts and obligations incurred by the parties after the Stipulation was signed.

11. If there are any joint credit cards, the parties shall remove themselves from the respective cards within fourteen (14) days from the date the Stipulation was signed. The parties shall pay for their respective credit card bills from the date the Stipulation was signed by both parties going forward without seeking reimbursement from the other, meaning they are responsible for the entirety of their credit card bills.

12. The parties have the following debts that shall be divided as follows:

a. The parties have a dental loan in the amount of approximately \$3,663.50, which shall be divided equally unless otherwise agreed upon by the parties. However, the parties shall satisfy this outstanding amount once the home is sold and the proceeds are split. Until the home is sold, both parties shall continue to be responsible for this debt.

b. The parties have a debt with Vivint with a balance of approximately \$2,427.44 which is associated with the marital residence. The parties shall equally divide this debt. However, the parties shall satisfy this outstanding amount once the home is sold, and proceeds are split. Until the home is sold, both parties shall continue to be responsible for the debt.

c. Cory shall be solely responsible for the credit card debt in his name.

d. Janeen shall be solely responsible for any credit card debt incurred in her own name.

e. Any joint credit card debt shall be equally divided unless otherwise agreed.

f. The parties have a Home Equity Line of Credit (hereinafter "HELOC") on the marital home. The shall keep the HELOC open until the home sells. Once the home is sold, the parties shall utilize funds from the sale to pay off any balance. The parties shall do so within

thirty (30) days of receiving funds to pay off the balance. Once the HELOC is paid off, the parties shall promptly close the account.

g. If Cory is unable to pay for these obligations and Janeen is required to pay all or a part of the aforementioned obligations to protect her credit, Janeen shall be reimbursed 100% of any payment she makes for the obligations from Cory's ½ of the equity in the home.

13. Pursuant to Utah Code Ann. §81-4-406, the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses and refinance any debt that is in the other party's name into solely their own name within sixty (60) days.

14. Upon Janeen's belief and knowledge, there are no additional joint debts. In the event any joint debts exist, they shall be equitably divided between the parties and immediately satisfied within fourteen (14) days of the joint debt being discovered.

Provisions Relating to Financial Assets

15. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and other related accounts. The financial accounts shall be divided as follows:

a. The parties shall equally divide the balance of the joint checking accounts under Mountain America Credit Union (MACU) ending in **9412. After the account is valued and divided as of the date of the Stipulation was signed by both parties, it shall be closed.

b. Janeen shall be awarded her Utah Community Credit Union ("UCCU") accounts ending in **37110 and **49270, free and clear of any claim by Cory.

c. Cory shall be awarded any sole accounts in his name, free and clear of any claim from Janeen.

d. All accounts awarded to a party either through inheritance or as a gift from family shall be awarded to the party whose name it's in, free and clear of any claim from the other.

e. If any other joint accounts are discovered, the parties shall equally divide it and promptly close out the account within fourteen (14) days of both parties signing the Stipulation.

f. Any separate financial asset acquired after the parties' Stipulation is signed shall be awarded to the party who acquired it free and clear of any claim by the other.

Retirement Accounts, Pensions, and Related Assets

16. During the course of the marriage, the parties acquired retirement accounts, which shall be divided equally as follows:

a. Janeen has a 401(k) account ending in **043-01 through JP Morgan with a balance of approximately \$292,789.18 as of June 2026.

b. Janeen has an additional 401(k) account ending in **7528 through VanGuard with a balance of approximately \$81,085.66 as of June 2026.

c. Cory has a 401(k) account through Charles Schwab with a balance of approximately \$209,247.00 as of June 2026.

d. Cory has an IRA account ending in **4281 through Principal with a balance of approximately \$17,696.17 as of June 2026.

e. The parties shall equally divide the marital portion of such retirement accounts incurred during the marriage. However, to avoid multiple transfers, they shall offset the totals to reduce the number of transfers. The parties shall cooperate in executing a Qualified Domestic

Relations Order (“QDRO”), or other documentation necessary to effectuate the agreed-upon division. The parties shall equally divide the cost of the QDRO.

f. The parties obtained an interest in a vacation club membership through Great Resorts Vacation Club. Their account has approximately 30,000 points. The parties shall sign the necessary documents to transfer this account to Janeen and the adult children. Janeen and the adult children shall be awarded this account, free and clear of any claim from Cory.

Vehicles

17. During the course of the marriage, the parties acquired certain vehicles, which shall be awarded as follows:

a. **2018 Subaru Legacy Sport:** Janeen shall be awarded the 2018 Subaru Legacy Sport, free and clear of any claim from Cory, after the provisions in subparagraph (c) are met. Janeen shall then assume, indemnify, and hold Cory harmless from any obligations associated therewith.

b. **2023 Subaru Forrester Sport WG:** Cory shall buy out Janeen from her ½ interest in the 2023 Subaru Forrester and refinance/remove her from the loan on the vehicle within thirty (30) days of the signing of the Stipulation. Once Janeen receives her payment in full, and all provisions in subparagraph (c) are met, Cory shall then be awarded the 2023 Subaru Forrester Sport WG, free and clear of any claim from Janeen.

c. Cory shall buy out Janeen for ½ of the values of the vehicles and the outstanding debt. Cory shall pay Janeen \$12,500.00 for half the value of the 2023 Subaru Forrester Sport WG, less \$4,500.00 for half of the outstanding loan on the Forrester. Janeen shall pay Cory \$3,500.00 for half of the value of the 2018 Subaru Legacy Sport. As such, the \$8,000 will be

subtracted from the subtotal that Cory shall pay Janeen. Thus, the updated sum Cory will pay Janeen is \$4,500.00. Cory shall pay Janeen \$4,500 from his ½ portion of the proceeds of the sale of the home unless Cory is able to pay Janeen 100% out of the cars prior to the home selling.

d. The parties' adult children have vehicles with titles under Cory and Janeen's names. These titles shall be transferred to reflect the adult children's names.

18. The parties shall complete any necessary transfer document(s) as needed to transfer any vehicle titles as needed within seven (7) days from the date the Stipulation is signed.

Personal Property

19. During the course of the marriage, the parties acquired various items of personal property which should be equitably divided as follows:

a. Each party shall be awarded his/her own clothing and personal effects and any items acquired prior to the marriage. Each party shall return to the other any personal items that may inadvertently be in his/her possession

20. Janeen shall be awarded the following, free and clear of any claim from Cory:

- a.** All of the parties' pets;
- b.** All of the kid's storage boxes and bins;
- c.** The office furniture, desks, chairs, and storage cabinets;
- d.** All of Janeen's storage items in the basement of the marital home;
- e.** The end tables;
- f.** Box shelves in the office and kitchen;
- g.** Ninja creamer and Ninja blender;

h. The parties' TV in the main living room;

i. The day bed; and

j. Janeen's two (2) personal computers.

21. Cory shall be awarded the following, free and clear of any claim from Janeen:

a. All of Cory's storage items;

b. Artwork from Cory's parents; and

c. Tools in the basement of the home.

22. For all other remaining personal property, the parties agree to pick a mutual day no more than thirty (30) days from the date of this agreement to both walk through the home with different colors of painter's tape to divide the items. In the event of a dispute over an item, the parties will flip a coin with Janeen calling it in the air. The person who wins the coin toss receives the item unless otherwise agreed to by the parties. Any personal property remaining in the home on day thirty-one (31) following the date the Stipulation was signed is awarded to Janeen free and clear of any claim by Cory, unless otherwise agreed to in writing.

23. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources are awarded to the party from whose family it came.

Life Insurance

24. Janeen obtained two (2) life insurance policies through American Family under account numbers **3142211-0 and **1699329-7. Janeen shall be awarded these, free and clear of any claim from Cory.

Real Property

25. During the course of their marriage, the parties acquired a marital home located at 8428 S. Allison Bend Drive, West Jordan, UT 84081. The parties shall work together to sell the marital home with their already mutually agreed upon realtor.

26. The Parties shall have full access to all aspects of the sale and must agree on all aspects of the sale, including listing price, concessions, etc.

27. The Parties will abide by all recommendations of the real estate agent, Ben Thorn with Berkshire Hathaway, where they cannot agree.

28. Once the property sells, the equity shall be applied as follows:

- a. First, pay off any and all outstanding loans and obligations associated with the property;
- b. Second, the parties shall pay any realtor fees and closing costs;
- c. Third, the parties shall satisfy the outstanding Vivint debt on the marital home of approximately \$2,427.44; HELOC, dental debt, any outstanding house maintenance debt between parties, any other debts the parties agreed would be satisfied with the proceeds of the sale as stated herein, and any reimbursements owed to Janeen for paying any obligations as stated herein.
- d. Fourth, the remaining equity shall be equally divided between the parties after paying any associated tax liability. The parties shall cooperate in executing documents necessary to reflect ownership, financing, and sale.
- e. During the pendency of the house being listed and sold, the parties shall equally split the cost of maintaining the house including but not limited to any bills and house repairs

needed until the equity is divided. The parties will agree in writing to any maintenance expense/house repair that exceeds \$1,000 total (\$500 per party).

f. Janeen shall stay in the home until it sells. Cory moved out of the house on August 1, 2026.

29. In the event that either party fails to execute said documents to effectuate the change in the properties as stated herein, he/ she may submit an ex-parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the Clerk of the Court to execute said necessary documents.

Business Interests

30. During the course of the marriage, the parties acquired business interests, which shall be divided as follows:

a. **Doordash:** Cory obtained an interest in Doordash, receiving approximately \$1,600.00 in gross monthly profits. Cory shall be awarded his interest in Doordash, free and clear of any claim from Janeen.

31. Cory shall indemnify and forever hold Janeen harmless from any and all liabilities related to their respective business interests.

32. The parties shall cooperate with executing any and all necessary documents to ensure that they acquire and maintains 100% of their sole, respective business interests.

Alimony

33. Each party has the capability to provide and support themselves. Therefore, both parties waive their claim to alimony now and in the future.

Personal Conduct

34. Both parties shall be permanently restrained from bothering, harassing, annoying, stalking, threatening, or harming each other at either party's place of residence, employment or any other place.

35. Both parties shall be restrained from making false allegations regarding the other party to professional licensing agencies, to police, Facebook or other social networking sites, or otherwise in any public forum.

36. The parties are prohibited from posting about each other or their businesses, or any implications thereof, on social media or other public locations.

37. The parties are prohibited from entering each other's homes without having express written permission from the other party.

Taxes

38. For the 2026 tax year, the parties shall file in the manner they are allowed to. If the Decree of Divorce is entered before the end of 2026, they shall both be able to file single. In accordance with IRS Pub 523, the parties will meet the standard requirements for the tax treatment for the sale of a home in a divorce situation and shall each be allowed the \$250k.

Attorney's Fees

39. Each party shall be responsible for their own attorney's fees and costs incurred.

Other

40. Janeen shall be entitled to restore her maiden name of Chonat if she so desires.

41. Utah law. This document shall be governed by Utah law in all respects.

42. The parties shall equally divide health insurance expenses (medical, dental, vision) for their two adult children until they reach 26 years old or are removed from the insurance for a different reason, whichever occurs first. The parties will calculate the insurance on a per capita basis.

43. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the foregoing Decree of Divorce.

44. Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the forgoing Decree of Divorce.

****COURT SIGNATURE AND SEAL AT TOP OF FIRST PAGE OF
DOCUMENT****

Approved as to form:

/s/ Cory Lockington

Cory Lockington

Respondent

(Signed electronically by Chelsea Simpson with permission
of Cory Lockington given via email on August 31, 2026.)

RULE 7(j) NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, a true and correct copy of the foregoing proposed *Decree of Divorce* was provided on the 31st day of August 2026, to Respondent in this matter. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days of service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email, a true and correct copy of the foregoing *Decree of Divorce* on this 2nd day of September 2026, to the following:

Cory Lockington

Respondent

Email: *jclockington@gmail.com*

/s/ Chelsea Simpson