

Jennifer Corniel
Name
1688 N. 270 W.
Address
Pleasant Grove, Utah 84062
City, State, Zip
801-921-0803
Phone
oliviacorniel18@gmail.com
Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Jennifer Corniel
(name of Petitioner)

and

Elvin Corniel
(name of Respondent)

Other parties (if any)

Divorce Decree

264400360
Case Number

Casey Wright
Judge

Marian Ito
Commissioner (domestic cases)

The court decrees:

Divorce

1. Jennifer Corniel is granted a divorce. Jennifer Corniel testified at a on grounds and jurisdiction for divorce. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Jennifer Corniel** and **Elvin Corniel** are the legal parents of the following

children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Olivia Corniel**

Date of Birth: **Jan 15, 2018**

b.

Child Name: **Vanessa Corniel**

Date of Birth: **Oct 27, 2021**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Olivia Corniel**

Date of Birth: **Jan 15, 2018**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jun 1, 2020**

Address: **1688 N. 270 W., Pleasant Grove, Utah 84062 United States**

(1).

Caretaker at this address: **Jennifer Corniel**

Caretaker current address: **1688 N. 270 W., Pleasant Grove, Utah 84062**

United States

b.

Child Name: **Vanessa Corniel**

Date of Birth: **Oct 27, 2021**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Oct 27, 2021**

Address: **1688 N. 270 W., Pleasant Grove, Utah 84062 United States**

(1).

Caretaker at this address: **Jennifer Corniel**

Caretaker current address: **1688 N. 270 W., Pleasant Grove, Utah 84062**

United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Jennifer Corniel** and **Elvin Corniel**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Jennifer Corniel** and **Elvin Corniel** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is proposed by **Jennifer Corniel**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Jennifer Corniel** be awarded Sole Legal and Sole Physical custody **Elvin Corniel** should have parent-time at reasonable times and places.

8. The parents will follow the parent-time schedule in the statute(s).

Children 5-18 (Utah Code 81-9-302)

FOR ALL CHILDREN (Children under 5 will visit along with children 5 to 18 years)

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Alternate Weekends - School in Session: During the time a child's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on

Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.

Alternate Weekends - School not in Session: During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 7:00 p.m. on Sunday.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

Changes to Weekends: Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;
- b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special Occasion table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

Extended Parent-time notice - in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time notice - in even numbered years, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time notice - if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying

parent's notification is timely.

Extended Parent-time notice - if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Weekday parent-time will be Friday. (81-9-302)

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.		
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All Years: Jennifer Corniel is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Elvin Corniel is the father	
Summer Break	Elvin Corniel will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Elvin Corniel. Elvin Corniel will have an additional two weeks of extended Summer Parent-time at the option of Elvin Corniel, subject to weekday parent-time for Jennifer Corniel, but not weekends normally exercised by Jennifer Corniel. Elvin Corniel will notify Jennifer Corniel of the summer break extended parent- time by May 1 each year. Jennifer Corniel will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Jennifer Corniel. Jennifer Corniel will	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>notify Elvin Corniel of the summer break extended parent-time by May 15 each year. If the notification by Elvin Corniel is not timely, Jennifer Corniel may determine the schedule for extended parent-time for Elvin Corniel, so long as Jennifer Corniel has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.</p>		
Juneteenth National Freedom Day	<p>(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Jennifer Corniel's Birthday	Jennifer Corniel will have parent-time each year on Jennifer Corniel's birthday from 3:00 p.m. until the following morning when Jennifer Corniel delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over		All years

Holiday	Period	Noncustodial Years	Custodial Years
	uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Elvin Corniel's Birthday	Elvin Corniel will have parent-time each year on Elvin Corniel's birthday from 3:00 p.m. until the following morning when Elvin Corniel delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

13. The school the children will attend is based on **Jennifer Corniel's** home residence.

14. Jennifer Corniel and Elvin Corniel has authority to check the children out of school. Jennifer Corniel and Elvin Corniel has access to the children during school. If the parents cannot agree, education decisions will be made by Jennifer Corniel.

Communication with each other

15. Parents will communicate with each other by:

In person

By email: Jennifer Corniel
Elvin Corniel

oliviacorniel18@gmail.com

elvin.c@oremtoyota.com

By texting: Jennifer Corniel
Elvin Corniel

(801) 921-0830

(385) 345-5491

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.
20. If the children will be travelling for more than 7 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:
A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

22. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.
 - a. The written Notice of Relocation must include:
 - Information about the move;
 - A proposed parent-time schedule; and
 - A statement that the parents will not interfere with the other parent's parent-time.
 - b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.
23. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

- a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:
 - i. Thanksgiving holiday beginning Wednesday until Sunday; and
 - ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
 - i. the entire winter school break period; and
 - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of

parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

24. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.**

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Jennifer Corniel) (Utah Code 81-6-203)

27. **Jennifer Corniel's** gross monthly income for child support purposes is **\$1257.**

Jennifer Corniel base child support amount using the **sole** custody calculation is **\$138.**

Jennifer Corniel receives the following gross monthly income:

a. **Jennifer Corniel** does not have any countable income from any source.

- b. **Jennifer Corniel** has no recent work history. The court should consider **Jennifer Corniel's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. The adjusted gross monthly income for **Jennifer Corniel** is **\$1257**.

Income: Respondent (Elvin Corniel) (Utah Code 81-6-203)

28. **Elvin Corniel's** gross monthly income for child support purposes is **\$16667**. **Elvin Corniel** receives the following gross monthly income:

- a. **Elvin Corniel** is employed at **Orem Toyota**. **Elvin Corniel** earns **\$16667** gross (pre-tax) monthly income working a 40-hour a week job or less.

29. The adjusted gross monthly income for **Elvin Corniel** is **\$16667**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

30. It is in the best interest of the children that **Elvin Corniel** be ordered to pay child support to **Jennifer Corniel** as follows:

- a. **\$2,199.00** per month base support. This amount complies with the Utah Child Support Act.

31. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

32. The **sole** custody worksheet was used to calculate child support.

Jennifer Corniel's base child support amount is **\$138** per month.

Elvin Corniel's base child support amount is **\$2200** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

33. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

34. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

35. **Jennifer Corniel** will give **Elvin Corniel** the information needed to set up direct deposit through **Elvin Corniel's** employer. Once **Elvin Corniel** has the information, **Elvin Corniel** will have **Elvin Corniel's** employer set up direct deposit to an account of **Jennifer Corniel's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

36. The issue of past-due child support may be decided by future court or administrative action.

37. **Elvin Corniel** will pay any ORS fees. If **Jennifer Corniel** is the ORS applicant and the fees are withheld from payments to **Jennifer Corniel**, **Elvin Corniel** will reimburse **Jennifer Corniel**.

38. The parties must notify each other within 30 days of any change in their income.

39. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

40. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

41. The parties will do the following for child related support or expenses:

- a. Orthodontic Expenses. We agree to mutually research and sign contracts for orthodontic treatment for our children and we agree to split 50/50 shared out of

pocket cost, setting up independent payment plans if possible.

b. Extracurricular Activities. We agree to pre-approve all extracurricular activities with our co-parent prior to signing up our children for the activity. We agree to share the cost of the extracurricular activities 50/50. If our co-parent does not approve of the cost for the children, the other co-parent may pay for a greater portion or 100% of the extracurricular activity.

c. Educational Fees and Educational Related Travel. We agree to share the cost 50/50 of all school fees and school related travel 50/50 unless a co-parent does not agree on the cost and it is optional.

d. Children's Clothing. We agree to provide all the necessary clothing and toiletries for our children in our own individual homes. We can share in the cost of shared clothing and toiletry items 50/50 if both co-parents agree to the shared cost.

42. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

43. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

44. **Jennifer Corniel** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Elvin Corniel** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 81-6-208)

45. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

46. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Elvin Corniel's** insurance will be primary coverage.
- **Jennifer Corniel's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's

health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Elvin Corniel's** spouse's insurance will be primary coverage.
 - **Jennifer Corniel's** spouse's insurance will be secondary coverage.
- c. Both parties will equally share the out-of-pocket costs of the insurance premiums.
 - d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
 - e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
 - f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
 - g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
 - h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

47. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

48. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

49. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

50. Vehicles will be divided as follows:

a.

Year: **2020**

Make: **Audi**

Model: **Audi**

VIN: **N/A**

Owner (before divorce): **Elvin Corniel**

Current value: **\$80,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Current Market Value on Vehicle**

Ownership After Divorce: **Elvin Corniel**

I.

Lender: **Toyota Financing Servicing**

Address: **6565 Headquarters Dr, Plano, TX 75024**

Date Acquired: **N/A**

Amount Owed: **\$80,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Toyota Lease**

Monthly Payment: **\$600.00**

The debt will be paid as follows: **Elvin Corniel will pay the entire debt. Elvin Corniel will provide a copy of the divorce decree to the lender.**

Debts

51. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

52. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

53. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

54. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

55. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **none**

Plan Name: **401k**

Plan Administrator: **Fidelity Investments**

Company Name: **Toyota Motor North America**

Address: **245 Summer Street, Boston, MA 02210**

Date Opened: **Jan 1, 2020**

Plan Value: **\$100000**

This plan is in the name of: **Elvin Corniel**

Divide as follows: **The retirement money should be awarded by percentage.**

Jennifer Corniel should be awarded 50% and Elvin Corniel should be awarded 50%. Elvin Corniel should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 90 days after the divorce decree is entered.

Additional provisions

56. The parties will adhere to the following additional provisions:

a.

Additional Provision: Consistency in Parenting Practices. We agree that consistency is one of the key elements in raising children. Therefore, we would like to see the same curfew and bedtimes and similar house rules implemented at each of our homes. Consistency in Discipline and Consequences. We recognize that our discipline and parenting of our children will be more effective if we work as a "united front" on major issues. We agree to use a softer approach to discipline to help our children feel safe. Therefore, we agree to discuss discipline and parenting philosophies with each other and to come to a consensus as to what works best with our children.

b.

Additional Provision: Co-Parent Communication. We agree to communicate with our co-parent with respect and kindness about our child for the following: information regarding our child, including their school progress, extracurricular activities, health care issues, co-parenting requests, emotional issues, illnesses, medication, travel itinerary for vacations, parent time exchanges, parent time changes to our co-parent calendar requests, different times for parent time exchanges and anything involving our child for co-parent communication. We agree to communicate by email and text message for

emergencies for all co-parent communication. We agree to acknowledge we have received the co-parent communication by 24 hours after the co-parent communication with an acknowledgment response and what day you will answer with a response for the co-parent. We agree to provide the party with an answer to their co-parent communication within 36 hours of the initial co-parent communication.

c.

Additional Provision: **Mutual Restraining Order.** We agree to adhere to a mutual restraining order between us that ensures that there will be no physical touch between the parties and no negative verbal interactions between the parties especially during the parent time exchanges or whenever the children are present.

d.

Additional Provision: **Special Occasions.** Special Consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

e.

Additional Provision: **We agree to create a co-parenting relationship based on trust and respect. We agree to communicate as co-parents with respect to each other's communicated boundaries. We agree to reach out for clarification and ask questions with curiosity of our co-parent if we are experiences miscommunication. We agree to communicate with simple and straightforward information or requests of our co-parent. We agree to keep our communication focused on our children. We agree to respond to co-parent communication within 24 hours. We agree to strive to have consistency in our two homes and teach our children similar values such as respect, responsibility, hard work, following the rules of the household, similar bed time routines and curfews. We agree to leave the past in the past—taking only the lessons we have learned and the motivation to making things work better in the future. We agree to trade favors and to be accommodating with requests. This will encourage cooperation and flexibility in our parenting relationship and prevent resentments from accumulating between us. We believe that open, honest, and direct communication between us is essential to an effective parenting relationship. We agree to be respectful in all our co-parent communications. We agree to share positive words regarding our co-parent's strengths when**

communicating with our children. We understand the difference between a legitimate complaint and an injurious criticism. We agree to share our concerns in a respectful manner and agree to receive complaints without taking personal offense. We agree to function as a parent-team in raising our children. We agree to support each other in our respective parenting roles. We agree to discuss and reach a consensus, if possible, on family rules, routines, and consequences for misbehavior. We understand that if we act consistently and as a "united front," our children will feel more secure and play one parent against each other less often. We agree to not use our children as messengers, spies, or problem-solvers. We recognize that friends and social activities will have a greater importance in our children's lives as they grow older. We agree to allow our children more input into planning their parent time schedule as they grow older. We recognize that it is important for our children's emotional well-being that we hold the other parent in high esteem as a parent in our respective conversations with the children throughout their lives. We agree to work together as cooperative parents and see the other parent as a resource for the successful rearing of our children. We recognize that we share many common values. From time to time, we will share different perspectives. We will use our best efforts to listen and understand our co-parent's point of view and respect his/her perspective. If our children make a request; we agree to listen to our child and our children's request. We agree to work together as co-parents to try and accommodate the children's request within a reasonable time frame.

f.

Additional Provision: **Health Conditions for our Children.** We agree to continue to communicate about our daughter who has a heart defect to make sure she is taking medication when instructed by her physicians, attending her medical appointments regularly and ensuring she can do the physical activities without causing damage to her heart.

g.

Additional Provision: **Overnight Parent Time.** We agree to work towards overnights in Elvin Corniel's home with the children. Both parents will agree to have overnights in Elvin Corniel's home when the children have bedrooms, communication devises to communicate with their parents and when both parents agree on the overnight parent time.

h.

Additional Provision: **Personal Property.** During the course of the marriage relationship, the parties have acquired personal property. Said personal

property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. We mutually agree to split all personal property assets in our marital residence in a fair and equitable way after our separation and divorce. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control.

i.

Additional Provision: **Debts.** We agree that if there is a debt in either parties name; they will be 100% liable and own 100% of the financial responsibility for that debt after the divorce. We agree to split the medical debt from the children's dentist and cardiologist 50% to Elvin Corniel and 50% to Jennifer Corniel after the divorce.

j.

Additional Provision: **Parent Time.** We agree that the children need to be with their parent for extended period of time of 4 hours or more versus being with surrogate care unless the parties are working and the children are under the supervision of a child care provider for work related time.


k.

Additional Provision: **Bank Accounts and Credit Cards.** We agree to be 100% responsible and 100% liable for any bank account and credit card that is in our name after the divorce.

Duty to sign documents

57. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

<u>4/27/26</u>	Signature	▶ <u>Kasey Wright</u>
Date		
	Judge	<u>Kasey Wright</u>
	Signature	▶ _____
Date		_____

Commissioner _____

Approved as to Form.

Other Party _____
Signature ►

Other Party Elvin Corniel
Name

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Elvin Corniel**
Method of service: **Email**
Address: **elvin.c@oremtoyota.com**
Date of Service: **Mar 5, 2026**

03/05/2026 Signature ►
Date

Jennifer Corniel
Printed Name Jennifer Corniel