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

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In the matter of the marriage of:

ISNEL PRINVIL

Petitioner,

and

CLAUDYA BORGELA PRINVIL

Respondent.

**DECREE OF DIVORCE**

Case No: 244600060

Judge: HOWELL

Commissioner: SNOW

The court has entered its findings of fact and conclusions of law on the above-entitled matter and found that a Decree of Divorce is warranted in this matter. That parties have completed all requirements for the entry of a decree, or such requirements have been waived.

The court, being fully advised, hereby ORDERS AND DECREES AS FOLLOWS:

**PARTIES, JURISDICTION & GROUNDS**

1. Petitioner and Respondent were married on December 30, 2017 and are currently husband and wife.

2. Both parties are resident of Juab County, State of Utah, and have been for three months immediately prior to the filing of this action.

3. Grounds for Divorce: the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship. Therefore, the Petitioner respectfully requests that he be awarded a *Decree of Divorce* from the Respondent.

4. The parties are currently living together.

**PROVISIONS RELATING TO PERSONAL PROPERTY**

5. Any personal property the parties have does not need further division at this time.

**PROVISIONS RELATING TO REAL PROPERTY**

6. There is no real property at issue in this marriage.

**PROVISIONS RELATING TO FINANCIAL ASSETS AND DEBTS**

7. The parties do not have any joint bank accounts or joint assets that need to be divided.

8. To the extent the parties had any joint assets, they have divided them already to their satisfaction.

9. The parties currently have no retirement assets and thus no further division is necessary.

10. The parties have no joint debt that needs to be divided.

**PROVISIONS RELATING TO ALIMONY**

11. The parties both earn sufficient for their needs. As such, no alimony will be awarded.

12. In the event that a modification is ever filed, there must be compelling reasons in addition to any further analysis in order to modify alimony.

### **MINOR CHILD**

13. The parties have one minor child, A.P. born September 18, 2018.
14. The minor child is currently living in Haiti with Mother's family.
15. The parents send money back to the caretakers in Haiti.
16. Neither parent currently has plans to move to Haiti.

### **CUSTODY**

17. Neither parent currently has custody of the child. The child is currently living in Haiti with Mother's family.
18. The parents send money back to the caretakers in Haiti for the child as support.
19. As such, neither party will be deemed the custodial parent for purposes of support.
20. The parties will share joint legal custody of the child subject to the parenting plan beginning at Paragraph 24.

### **PARENT TIME**

21. Because the child lives in Haiti, there is no ongoing parent-time. The parents shall be equally entitled to parent-time and neither parent will prevent the other from spending time with the child and will ensure that no third party prevents it as well.
22. The parents will thus agree on appropriate parent-time and will have no default parent-time schedule at this time.
23. For holidays, the parents will agree on divisions for holidays. In the event they cannot agree, the parties will abide by Section 81-9-303(15).

| HOLIDAY                         | HOLIDAY TIME PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                   | Petitioner's Years | Respondent's Years |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| Dr. Martin Luther King Jr. Day  | 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.<br>Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school. | Odd                | Even               |
| President's Day                 | 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.<br>Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.                                  | Even               | Odd                |
| Spring Break                    | Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.                                                                                                                                                               | Odd                | Even               |
| Memorial Day                    | 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.<br>Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.                                        | Even               | Odd                |
| Juneteenth National Freedom Day | 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                                                                                                                                                                                                                                                                             | Even               | Odd                |

|                  |                                                                                                                                                                                                                                                                                                                                                                                         |      |      |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
|                  | (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.                                                                                                                                                                                        |      |      |
| Independence Day | Holiday begins on July 3rd at 6 p.m.<br>Holiday ends on July 5th at 6 p.m.                                                                                                                                                                                                                                                                                                              | Odd  | Even |
| Pioneer Day      | Holiday begins on July 23rd at 6 p.m.<br>Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                                                                                                                                            | Even | Odd  |
| Labor Day        | 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.<br>Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school. | Odd  | Even |
| Columbus Day     | Holiday begins at 6 p.m. on the day before Columbus Day.<br><br>Holiday ends at 7 p.m. on Columbus Day.                                                                                                                                                                                                                                                                                 | Even | Odd  |
| Fall Break       | Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.                                                                                                                         | Odd  | Even |
| Halloween        | 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.<br>Holiday ends at 9 p.m. on the same day the holiday begins.                                                                                                                            | Even | Odd  |
| Veterans Day     | Holiday begins at 6 p.m. on the day before Veterans Day.<br>Holiday ends at 7 p.m. on Veterans Day.                                                                                                                                                                                                                                                                                     | Odd  | Even |
| Thanksgiving     | Holiday begins on Wednesday at: (a) 6 p.m.; or (b)                                                                                                                                                                                                                                                                                                                                      | Even | Odd  |

|                                            |                                                                                                                                                                                                                                                                                        |      |      |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
|                                            | the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br>Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school. |      |      |
| Winter Break<br>(First Half)               | Holiday begins at: (a) 6 p.m.; 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.<br>Holiday ends halfway through the holiday period at 7 p.m.                                         | Odd  | Even |
| Winter Break<br>(Second Half)              | Holiday begins on the day halfway through the holiday period at 7 p.m.<br>Holiday ends upon delivering the child to school on the day that school resumes after the winter break.                                                                                                      | Even | Odd  |
| Day of Child's<br>Birthday                 | Holiday begins at 3 p.m.<br>Holiday ends at 9 p.m.                                                                                                                                                                                                                                     | Even | Odd  |
| Day Before or<br>After Child's<br>Birthday | Holiday begins at 3 p.m.<br>Holiday ends at 9 p.m.                                                                                                                                                                                                                                     | Odd  | Even |

**Father's Day:** with natural or adoptive father every year beginning at 9 a.m. until 7 p.m. on the holiday.

**Mother's Day:** with natural or adoptive mother every year beginning at 9 a.m. until 7 p.m. on the holiday.

### **PARENTING PLAN**

24. The parties will abide by the following parenting plan:
- a. Each parent may make decisions regarding the day-to-day care and control of the child while the child is residing with that parent.
  - b. The parties will be required to discuss major issues in the child's life, including medical, religious and educational issues. The parties will also discuss

extra-curricular activities of the child and make a joint decision as to what activities the child should participate in.

c. Where there is a disagreement to any of the above issues, the parties will put forth a good faith effort to resolve any issues and to fulfill the decision-making process together.

i. The parties shall clearly identify the issue, setting out how it will benefit the children, how much it will cost, and what other options there are. Both parties should understand.

ii. The parties will discuss these options thoroughly and it will be documented that this meeting occurred.

iii. The party who opposes the choice of the other parent will propose reasonable alternatives.

d. During the dispute resolution process,

i. Preference shall be given to the provisions in the parenting plan.

ii. Parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;

e. If a resolution has been reached, it will be put into writing and signed by both parties.

f. If, after a good faith discussion, no agreement has been reached, neither party will have final decision-making authority, and the parties may seek a review hearing before the court commissioner or mediation.

- g. If either party moves more than 150 miles from the other parent, the parties will follow §81-9-209 of the Utah Code for purposes of parent time and holidays.
- h. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- i. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- j. The parent who is not beginning their parent-time will ensure that the child is ready to go at the agreed upon exchange time. The parent beginning their parent-time will make best efforts to arrive on time. The parents shall always use best efforts to shield the child from conflict, but especially during exchanges.
- k. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.
- l. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- m. The parents both shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified as soon as practicable by the other parent in the event of a medical emergency.
- n. Each parent shall provide the other with the parent's current address and

telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

o. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of phone calls, email and virtual parent-time if the equipment is reasonably available.

p. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and each parent should have the contact information for the surrogate care providers.

q. When a parent uses a surrogate care provider that is not family, the other parent will be entitled to information with respect to their qualifications, experience and their full name and their hourly rate prior to them watching the child.

i. This paragraph is not intended to disqualify friends or significant others who are not professional sitters but may be doing favors for the parent.

r. As the child is living with Mother's parents in Haiti, neither parent will be deemed the home residence for purposes of identifying the appropriate school for the minor child.

s. Both parents will have access to the child during school and authority to check the child out of school.

#### **SUPPORT**

25. Petitioner's income is \$3520 per month.

26. Respondent's income is \$3000 per month.
27. The parents' individual obligation in support are \$421.2 for Petitioner, and \$358.8 for Respondent. Both parents will send their individual obligation amounts to Respondent's family in Haiti for the purpose of supporting their child.
28. This amount is based on a joint custody worksheet consistent with Utah State Guidelines.

#### **TAXES**

29. The parties will alternate claiming the child on their taxes as a dependent.

#### **OTHER CHILD RELATED EXPENSES**

30. In the event that the child returns to the States, the parents will share equally the costs of health insurance premiums for the child. Each party shall be equally obligated to find affordable health insurance, but it is not necessary for both parties to carry insurance. When one party acquires health insurance, that party is entitled to credit on child support for the children's portion of the insurance premium. Verification of the cost of the premium shall be provided to the other parent prior to the credit being paid or applied. Unless the insurance coverage is changed, continuous verification of the premium is not necessary. Parents shall be given reasonable notice before a change in insurance is to occur.
31. The parties will share equally the expenses for out of pocket medical expenses. The parent incurring the expense must give proof of payment of the medical expense to the other parent before that parent is obligated to reimburse.
32. The parties will share equally the cost of extra-curricular, educational and other expenses for the child, pursuant to the following agreement:

- a. The parties will agree on a budget for extracurriculars that is calculated to allow the child to engage in activities that are enriching to her life while reasonable in comparison to the parties budget.
- b. This budget shall be revised on a yearly basis. Each party will be responsible for 50% of these costs.
- c. If a parent wishes to enroll the child in an activity that exceeds their budget, assuming there is an agreement that the child should engage in that activity, the requesting parent will be responsible for 100% of the costs for that activity that exceed the agreed budget.
- d. Costs associated with this paragraph include transportation costs, enrollment fees, uniform or costume costs, and any other reasonably related cost.

33. The parties will share equally the costs of work-related daycare.

#### **MEDIATION BEFORE LITIGATION**

34. If either party fails in the performance of any of his or her obligations, the parties shall mediate the matter before taking the matter back to court. Mediation shall be through a mutually agreed upon mediator or mediation service. Should the parties be unable to agree upon a mediator or mediation service, the party requesting mediation will arrange for mediation through Utah Dispute Resolution or equivalent. A written record shall be prepared of any agreement reached in mediation and a copy provided to each party. Unless otherwise agreed by the parties or ordered by the Court, the party shall share in the costs of mediation. If the parties are unable to agree after such mediation, the aggrieved party shall have the right to sue for damages, or to seek such other legal remedies as available, this may include the award of

attorney fees being awarded for any breach. No dispute may be presented to the Court in this matter without a good faith attempt by both parties to resolve the issue through mediation. If the Court finds that a party has used or frustrated the mediation process without good reason, the court may award attorney's fees and mediation costs to the prevailing party. The Court has the right of review from the mediation process, in accordance with Utah law.

35. Motions to Enforce on Financial Issues do not require pre-litigation mediation.

**MISCELLANEOUS PROVISIONS**

36. Respondent should be restored to her former name if she so desires.

37. Each party will be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

**\*\*THE COURT'S SIGNATURE WILL APPEAR AT THE TOP OF PAGE 1\*\***

DATED June 11, 2026

/s/ Trevor Casperson  
Attorney for Petitioner