



Spencer K. Ricks #14767
CARR | WOODALL
1309 W South Jordan Parkway, Suite 200
South Jordan, Utah 84095
Tel: (801) 254-9450
Email: spencer@carrwoodall.com
Attorney for Joanna Marie Cornejo

IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO DEPARTMENT,
IN AND FOR UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of	DECREE OF DIVORCE
JOANNA MARIE CORNEJO	Civil No. 264400312
and	Judge Thomas Low
CARLOS ALFREDO CORNEJO	Commissioner Dustin Hardy

The above-entitled matter came before the court on Joanna Marie Cornejo's *Verified Petition for Divorce*, her *Declaration of Jurisdiction and Grounds*, and the parties' signed Stipulation.

The parties have filed a Stipulation with the Court resolving all issues. The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

1. The parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved.
2. Residency: Joanna is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.
3. Marriage: The parties married on March 8, 2002, in Salt Lake City, State of Utah. The parties are currently married. The parties separated on or about November 22, 2025.
4. Grounds: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.
5. Children: There are 2 minor children of this marriage: M.S.E.C., born January 2009; and M.J.A.C., born August 2014.
6. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor children and use the terms herein as a parenting plan and be bound to abide thereby.
7. Information Sharing: Both parties are entitled to direct access to all of the children's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the children (medical, school, therapeutic, religious, childcare,

etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the children so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the children. The parents will notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.

8. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the children's life prior to a decision being made regarding health, safety, religion, and education.

9. Dispute Resolution: If the parties disagree on a major decision regarding the children, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the Mother will have the tie-breaking final say, subject to the Father's right to file an objection in court.

10. Educational Plan: Both parents shall have access to the children during school and authority to check the children out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor children in his/her care will be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time. The children will continue to attend their current schools and the appropriate feeder schools in Springville, Utah.

11. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

12. Communication between Parents: All communication between the parties shall be primarily via text, email or an agreed-upon parenting app. All communication between the parties shall be civil in nature and only pertaining to child-related issues. Medical emergencies should be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

13. Communication with Children: Communication between a parent and the children (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored. The children may initiate contact with either parent

at any reasonable times and durations. Either parent may make reasonable house rules regarding electronics in his or her home and during his or her parent time.

14. Physical Custody: The Mother is awarded primary physical custody of the minor children, subject to parent time with the Father as the parties may agree, and if they are unable to agree, parent time will be pursuant to Utah Code 81-9-302, with parent time overnights suspended until the Father has at least a 2-bedroom residence.

15. Holiday Parent Time: If there are differences in the table below and the statutory holidays—as they are amended from time to time—then the updated statutory terms apply.

Holiday	Holiday Time Period Utah Code 81-9-302	DAD	MO M
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 minor 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 Dr. Martin Luther King Jr. Day.	Odd years	Even years
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 minor 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	Even years	Odd years

	school resumes.		
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 minor 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
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.	Mom every year	Mom every year
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.	Dad every year	Dad every year
Juneteenth National Freedom Day	(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.	Even years	Odd 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
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 minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Odd years	Even years

	(2) Holiday ends at 7 p.m. on Labor Day.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed 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	(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 the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on 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
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years

Birthday			
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

16. Summer Parent Time: Extended parent time during the summer will be pursuant to Utah Code 81-9-302. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years: the Father shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.
- c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
- d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

17. Exchanges: The transportation for parent time exchanges will be done by the parties' adult child, unless otherwise agreed by both parties.

18. Moves: If a party intends to relocate the children more than 150 miles or more from the residence of the other parent, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. See Utah Code 81-9-209.

19. Mutual Restraining Orders:

a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor children. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.

b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor children.

c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the children.

- d. Not Use Children as Messengers: The parties will not use the children to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will communicate such issues directly with one another and outside the presence and hearing of the children.
- e. Undue Influence: Both parties are restrained from attempting to influence the children's preference regarding custody or parent time.
- f. Interrogation: Neither parent should question, interrogate or "pump," the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the children.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.

- i. Substance Abuse: Neither party will use alcohol, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the children.
- j. Restraint on Place: Except for parent time exchanges as outlined herein, both parties are restrained from coming to the home or workplace without the other party's express written permission.
- k. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

20. Child Support: The Mother is employed and earns approximately \$6,600 per month. The Father is employed and earns approximately \$5,050 per month. Effective September 1, 2026, child support is awarded to the Mother from the Father in the amount of \$806 per month pursuant to the child support guidelines. When M.S.E.C. emancipates in May 2027, effective June 1, 2027, child support shall adjust to \$492 per month pursuant to the child support guidelines. Child support is due one-half by the 8th and one-half by the 23rd of each month.

21. Child Support Arrearages: The parties agree to compromise all past due support claims for child support, medical insurance and out of pocket medical expenses for the minor children to \$5,000 owed by the Father to the Mother, which will be paid by a reduction in the amount of equity the Father will be receiving on the Rental Property below.

22. Childcare: Due to the age of the children, childcare is not anticipated.

23. First Right: Each parent will have the first right to provide care for the children over any other third party if the parent responsible for the children is not available for a period of overnight or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the children when the other becomes available.

24. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor children if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost shall do so. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the children's portion of insurance. See Utah Code 81-6-208. If any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Mother shall be primary, and the coverage of the Father will

be secondary. If the children are covered by the insurance of both parties, each parent will pay for the cost of his or her own insurance plan without reimbursement from the other.

25. Medical Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the children, including deductibles and copayments. A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

26. Division of Accounts: When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent may request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

27. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party

verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the children attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the children attend during his or her parent time.

28. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

29. Taxes: The parties filed joint taxes for the 2025 tax year. The parties shall file separate tax returns for the 2026 tax year, and thereafter.

a. Beginning for the 2026 tax year, the Father will claim M.S.E.C. on his tax returns each tax year, and the Mother will claim M.J.A.C. on her tax returns each tax year. When only M.J.A.C. is eligible to be claimed for a particular tax year, the Mother will claim M.J.A.C. on her tax returns for the odd-numbered tax years; and the Father will claim M.J.A.C. on his returns for the even-numbered tax years.

b. A party's right to claim any children on the tax returns for any particular tax year is subject to being current on all children support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

30. Alimony: Neither party is awarded alimony, now and forever.

31. Real Property – Marital Residence: The parties acquired a home and real property located at 532 S 1470 E, Springville UT 84663 ("Marital Residence"). This property shall be listed for sale as soon as practicable, but no later than October 1, 2026. There is a first mortgage on the property and a HELOC loan with UCCU.

a. Sell: The Marital Residence shall be listed for sale by Caleb Wertz who the parties understand will list the property for 1.5% seller's commission. The parties shall agree in writing with the details of the sales process such as listing price, future reductions, and an acceptable offer. Both parties are to keep each other informed of all offers on the property and both shall

be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.

b. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off the first mortgage and the UCCU HELOC; and, (3) the balance remaining thereafter to be divided equally between the parties. From Joanna's portion, Carlos will then receive one-half of the equity in the Rental Property (see below) less \$55,000.

c. Pending Refinance/Sale: Pending the sale of the property, Joanna shall have exclusive use and possession of the real property and will be responsible for the mortgages, utilities, and any and all other expenses related to this property (except for major repairs which will be shared equally, if the parties agree to such major expenses in writing).

d. Deferment: The Marital Residence is 2 months behind on the mortgage payments. Carlos will call the first mortgage holder and request and make a good faith effort at getting a deferral for the unpaid months such that those payments are added to the balance of the mortgage or deferred until the home is sold. Joanna will start making the mortgage payments

to the creditor beginning September 1, 2026 and thereafter until the home is sold.

32. Real Property – Rental Property: The parties acquired a home and real property located at 1020 E 300 N, Springville UT 84663 (“Rental Property”). This property shall be awarded to Joanna.

a. Appraisal: The parties will immediately pay one-half each for an appraisal by Marty Bodell on the Rental Property. Once the appraisal comes back, if either party desires to object to the appraisal and get a second appraisal, they will object in writing within 7 days. Otherwise, the appraised value by Marty Bodell will be the value used for purposes of determining the equity due to Carlos on the Rental Property.

b. Equity Calculation: Carlos’ equity in the Rental Property will be the appraised value, less \$93,791 (mortgage), divided by 2, less \$55,000. (Joanna is entitled to a reduction in the equity payment of \$50,000 in exchange for Carlos retaining his Fidelity and Schwab accounts. Joanna is entitled to a reduction of \$5,000 for payment on past due support.) This amount will be paid out of Joanna’s one-half share of the proceeds from the Marital Residence. Joanna will have 90 days from the closing on the sale of the Marital Residence to pay off, assume, or

refinance the mortgage on the Rental Property out of Carlos' name.

c. Renters/Eviction: This Rental Property is now being rented to third parties. Joanna will ask the tenants to move out of the property or otherwise terminate the lease or evict the tenants so she can move into the property. Pending the sale of the property, the rent will be received by Joanna and the mortgage and all other costs of this property will also be paid by Joanna.

33. Vehicles: Joanna is awarded the Toyota Rav4 along with any associated debt, insurance, and expenses relating thereto. Carlos is awarded the Infinity vehicle along with any associated debt, insurance, and expenses relating thereto.

34. Personal Property:

a. Both parties will make a good faith effort to bring all loose diamonds to an agreed upon jewelry appraiser within 30 days. The appraiser will separate the diamonds into two groups of as close to identical value as possible. The parties will flip a coin and the party winning the toss will choose which pile they will be awarded, with the other party receiving the remaining diamonds.

b. All other personal property not otherwise distributed herein shall be awarded to each of the parties as they have heretofore divided such and is now in his or her possession or control as of August 19, 2026.

35. Bank Accounts: The joint account at Zions shall be closed as soon as possible. Carlos will provide verification that all his crypto funds were at \$0 at the time of separation. Each party is awarded any bank account(s) in his or her sole name as his or her separate property, free and clear of any claim of the other.

36. Debts: The debts will be paid as follows:

<i>Creditor:</i>	<i>In Whose Name:</i>	<i>Approximate Balance:</i>	<i>To Be Paid by:</i>
American Express card 1	Carlos is primary	\$5,000	Carlos 100%
American Express card 2	Joanna is primary	\$11,500	Joanna 100%
Chase credit card	Carlos	\$0	Carlos 100%
Synchrony Sam's Club Mastercard	Carlos	\$13,500	Carlos 100%
Student Loan	Joanna	\$15,000	Joanna 100%

a. Other Debts: Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such

debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

b. Joint Debt Limit and Refi Obligation: No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

37. Retirement Accounts of Carlos: Carlos has a retirement account with Fidelity with an approximate current value of \$57,500. Carlos has a rollover IRA account with Charles Schwab with an approximate current value of \$67,200. Carlos will retain both of these accounts, free and clear of any claim of Joanna. In exchange for Carlos retaining these accounts, the amount of the equity on the homes was compromised and adjusted.

38. Retirement Account of Joanna: Joanna has a pension through URS. Carlos, as the Alternate Payee, is awarded 50% of Joanna's benefits accrued during the marriage. This percentage is to be used in the following formula:

$$\frac{\text{Years of Credited Service Accrued During Marriage}}{\text{Total Years of Retirement Credit}} \times 50\% = \text{Carlos' Portion as Alternate Payee}$$

a. The parties shall cause to be prepared a Qualified Domestic Relations Order(s) ("QDROs"), to divide such plans or accounts, if necessary, within a reasonable time after the entry of the Decree of Divorce.

b. The parties will use UtahQDRO.com, Rory Hendrix, Jay Woodall, or another qualified preparer to prepare the QDRO necessary and the cost of the preparation of the QDRO shall be paid one-half each. The parties will provide the preparer with any and all documentation requested by the preparer (statements or other necessary documentation) within 3 business days of any request.

39. Former Name: Joanna shall be granted the right to a name change in a final decree, if she so desires.

40. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

41. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation,

and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

42. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

43. Communication and Other Protective/Restraining Orders: To the extent that there are other cases that limit communication between the parties to only issues related to the children, the parties intend to cooperate in modifying such orders so that they can communicate in writing for the limited purpose of effectuating and coordinating the terms herein that are not child-related. The parties do not anticipate having to do any communications in-person, but if such may be necessary (like the diamond exchange), either party may send a third party to act as his/her agent.

*****COURT'S ELECTRONIC SIGNATURE APPEARS AT TOP OF FIRST
PAGE*****

Approved as to form:

/s/ Steven Wall

Signed by Spencer K. Ricks with Permission from
Steven Wall

Attorney for Carlos Alfredo Cornejo

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via U.S. Mail, email and/or electronic filing notice, a true and correct copy of the foregoing on this 11th day of September, 2026 to the following:

Steven Wall
Attorney for Carlos Alfredo Cornejo

/s/ Liz Rowley Hilst