COURT FILE NUMBER

FL01-17010

COURT

Court of Queen's Bench of Alberta

JUDICIAL CENTRE

Calgary

PLAINTIFF

Anne Rensonnet

FIAT

DEFENDANT

Jan Uttl

Let this Judgment Roll

be filed notwithstanding

Rule 9.5(2).

DOCUMENT

JUDGMENT ROLL

<u>J.C.C.Q.B.A.</u>

DATE ON WHICH JUDGMENT WAS PRONOUNCED:

February 18, 2016

NAME OF JUSTICE WHO MADE THIS ORDER:

Justice G. H. Poelman

LOCATION OF HEARING:

Calgary, Alberta

UPON THIS matter coming before the Honourable Court in an 8 day trial heard on November 23, 24, 26, 26, 27 and 30, 2016 and on December 1 and 2, 2015;

AND UPON being advised that there are two children of the parties' relationship, namely Max Uttl, born December 28, 2009, and Daniel Uttl, born June 27, 2011 (the "Children");

AND UPON hearing the evidence of the parties and their witnesses;

AND UPON hearing submissions from the Plaintiff and the Defendant, both self-represented;

IT IS HEREBY ADJUDGED THAT:

- The Plaintiff will have the primary care of the Children, namely Max Uttl, born December 28, 2009 and Daniel Uttl, born June 27, 2011 and the Defendant will have access as set out hereafter, or as both parties may agree in writing.
- The Plaintiff shall have the sole custody and sole decision-making authority regarding the upbringing of the Children, except as set out below in paragraph 3. The Plaintiff must in good faith consult with the Defendant within a reasonable time before making significant decisions regarding the Children.
- 3. The Defendant shall have the sole decision-making authority regarding the Children's religion. The Plaintiff will act reasonably to accommodate the Defendant's decisions on This is Feligion. A "referred to in the

Affidavit of
Anne Rensonnet

Sworn before me this 24 day
of A.D., 20 17

Resurrecion M. Fernande this 24 day of June 2016

And for the Province of Alberta
My Comm. Expires April 22, 20 10 for Clerk of the Court

7

- Unless otherwise specified in this Order or agreed to in writing, the pick-up and drop-off location shall be the school on school days and the Plaintiff's residence on all other days.
- If a child starts school or preschool within one hour of the start of parenting time, the
 parent whose parenting time is ending shall drop off the child at school or preschool
 with everything the child needs for the school day.
- If one of the parties moves, that party shall immediately inform the other of the new address where the Children will be staying.
- Neither party shall move to a residence (where the Children will be staying) further than 55 km from Calgary's city centre without the consent in writing of the other party, or an Order of the Court.
- 8. For the purpose of determining the regular schedule, a weekend shall begin at the end of school on the last day of school before the weekend, and shall include any non-school days immediately adjacent to the weekend. (For example, if the Thursday is a professional development day and the Friday is a statutory holiday, the weekend will be Wednesday 8:00 a.m. to Monday 8:00 a.m.)
- The Defendant shall have the Children in his care every weekend other than the second and fourth weekends of each month.
- 10. The Defendant shall have the Children in his care every Wednesday after school until 9:00 a.m. the following day. If a Wednesday is a non-school day, the Defendant shall have the Children in his care for the full day.

11. In odd years:

- (a) The Defendant shall have the Children in his care from the last day of school until December 25 at 3:00 p.m.
- (b) The Plaintiff shall have the Children in her care from December 25 at 3:00 p.m. until January 1 at 3:00 p.m.
- (c) The Defendant shall have the children in his care for the remainder of the Christmas break.
- (d) The Defendant shall have the Children in his care for the full Spring break.
- (e) The Plaintiff shall have the Children in her care for the full Easter break.

12. In even years:

- (a) The Plaintiff shall have the Children in her care from the last day of school until December 25 at 3:00 p.m.
- (b) The Defendant shall have the Children in his care from December 25 at 3:00 p.m. until January 1 at 3:00 p.m.
- (c) The Plaintiff shall have the Children in her care for the remainder of the Christmas break.
- (d) The Plaintiff shall have the Children in her care from the full Spring break.
- (e) The Defendant shall have the Children in his care for the full Easter break.
- 13. The Defendant shall have the Children in his care every Father's Day and June 13, whether or not those days fall on his parenting time.
- 14. The Plaintiff shall have the Children in her care every Mother's Day and March 23, whether or not those days fall on her parenting time, unless March 23 falls on the Defendant's parenting time during Easter or Spring Break.
- 15. For summer holidays, each parent shall have the Children in their care for alternating periods of thirty consecutive days, starting with the Defendant in odd years and the Plaintiff in even years.
- 16. The Children shall continue to be enrolled at Ecole de las Source/Entre-Amis Preschool until the youngest has completed 3 years of full-time school (kindergarten to grade 2). Both parents will comply with school guidelines and rules (i.e. nut-free, healthy snack/lunches, pick-up and drop-off protocols, etc.).
- 17. The issue of the Children's primary language of education and choice of schools will be reviewable on evidence as of January 15, 2019, with any changes that may arise from the review to be effective on commencement of the 2019 2020 school year.
- 18. As long as the Children remain in a French school and the school does not provide the Defendant a translation of school material and documents, the Plaintiff shall provide the Defendant;
 - (a) a translation of all documentation and school materials relevant to the Children in a timely manner, and
 - (b) a translation of homework assignments to be completed during the Defendant's parenting time without delay.

- 19. Either parent may request that the other parent sign a consent for international travel, provided that the trip be of a limited, specific duration, that full particulars of itinerary and contact information be provided, that travel be restricted to Hague Convention signatory countries, and that the traveling parent provide the other parent with a copy of his or her passport.
- Both parents are entitled to copies of all passports issued to the Children. Each parent
 who obtains any passports for the Children will provide copies to the other parent.
- Neither party shall apply for citizenship or nationality for the Children in any other country without the notarized consent of the other party or an Order of the Court.
- 22. The last names of each of the Children shall be changed to "Rensonnet-Uttl" and to the extent necessary to effect this change, the Defendant's consent is dispensed with. The Plaintiff shall be responsible to have all official documents for the Children's name change and shall bear all the costs associated with changing the Children's name.
- 23. Effective January 1, 2014, the Defendant's annual guideline income is deemed to be \$50,000.00 for 2014, for a monthly base child support payment of \$703.00 per month for the Children.
- 24. Effective January 1, 2015, the Defendant's annual guideline income is deemed to be \$75,000.00 for 2015, for a monthly base child support payment of \$1,071.00 per month for the Children.
- 25. Effective January 1, 2016, the Defendant's annual guideline income is imputed to be \$75,000.00 annually, for a monthly base child support payment of \$1,071.00 per month for the Children.
- The Plaintiff's annual guideline income is set at \$75,000.00.
- 27. The Defendant shall pay retroactive child support of \$8,436.00 for 2014 and \$12,852.00 for 2015. Commencing July 1, 2016 and continuing on the first day of each month until the arrears are fully re-paid, the Defendant shall pay to the Plaintiff \$500.00 per month towards the arrears of child support.
- 28. Effective January 1, 2016 and continuing on the first day of each month thereafter until further Order of this Court, the Defendant shall pay to the Plaintiff child support for the Children in the amount of \$1,071.00 per month.
- 29. The Defendant shall pay one-half of special or extraordinary expenses (as defined by section 7 of the Alberta Child Support Guidelines or as agreed to in writing by the parties) within 30 days of presentation of the invoice and proof of payment by the Plaintiff.

- This Judgment shall not be recalculated by the Alberta Child Support Recalculation Program.
- 31. Each party shall provide the other with a complete copy of their income tax return and any notices of assessment or reassessment from the Canada Revenue Agency on an annual basis, on or before June 30th of each year, as long as there are children of the relationship as defined by the *Family Law Act*, SA 2003, c F-4.5. In the event that either party has not filed an income tax return for the previous year then that party shall provide the other party with copies of his or her T4, T4A and all other relevant tax slips disclosing any and all sources of income, including self-employment income.
- 32. The amounts owing under this Order shall be paid to the Director of Maintenance Enforcement, 7th Floor North, 10355 97 Street, Edmonton, Alberta, T5J 3W7, 780-422-5555 (website: www.albertamep.gov.ab.ca) and shall be enforced by the Director of Maintenance Enforcement on the filing of the Order with the Director of Maintenance Enforcement by the creditor (recipient of support) or debtor (payor of support). The amounts owing shall continue to be enforced by the Director of Maintenance Enforcement until the party who filed this Order gives the Director of Maintenance Enforcement notice in writing withdrawing this Order from filing in accordance with section 9 of the Maintenance Enforcement Act.
- 33. Each party shall bear their own costs.
- 34. Rule 9.4(2)(c) of the Alberta Rules of Court is applied.

Justice of the Court of Queen's Bench of Alberta

Subject: Re: weekends during holidays

From: arenGmail <anne.rensonnet@gmail.com> Date: 12/02/2016 07:41 PM ommissioner for Oaths

In and for the Province of Alberta My Comm. Expires April 22, 201

This is Exhibit "B" referred to in the Affidavit of Kensonnet 24 Sworn before me this

In that case, I'm sorry you do not wish to engage to resolve our differences on this matter.

As far as I'm concerned, the Judgment Roll para 12c: :"The Plaintiff shall have the Children in her care for the remainder of the Christmas break", means that the weekend of Jan 7-8, 2017 is included in the "remainder of the Christmas Break" and is my parenting time.

If you have anything to propose to come to a resolution, I am listening. Otherwise, I am making plans for me and the kids for that week, including the weekend.

Anne

On 12/01/2016 06:21 PM, januttl@gmail.com wrote:

Anne:

I believe I have responded in full in regard to the coming Christmas holidays.

If there is something you would like to negotiate with regards to the spring break, we can negotiate when the time comes.

If you have particular weekend you would like to exchange for some other weekend, let me know the exact dates. well in advance.

Cheers. Jan

On Wed, Nov 30, 2016 at 1:39 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

Jan,

Please respond to this so we can deal with it in time for the holidays.

Anne

On 11/27/2016 11:49 AM, arenGmail wrote:

Although you didn't answer it explicitly, I presume from this answer that you do not agree to have the breaks include all days from end of school to start of school. It is implicit in your view that the weekend of the Jan 7-8 is your weekend and not the 'remainder of the holidays'.

In a bid to come to a compromise, I propose that we do the xmas holidays by your

understanding (that the holiday ends on the Saturday morning 8am prior to the return to school), and that the Spring Break be defined as the start of school to the end of school (the full 10 days) to maximize the children's opportunities to do trips with friends and family out of province. Since we are alternating the Spring Break every year, we are both in the same situation of giving up one weekend when we do not have the Spring Break time and gaining an exta weekend when it is our turn to have the Spring Break.

Let me know if you would be willing to agree to that. Anne

On 11/26/2016 12:28 PM, januttl@gmail.com wrote:

Anne:

According to the Gregorian calendar used in Canada, the January weekends are as follows:

First weekend starts on January 7, 2017 Second weekend starts on January 14, 2017 Third weekend starts on January 21, 2017 Fourth weekend starts on January 28, 2017

If you want to have the kids on my weekend of January 7-8, I am willing to switch that weekend for your weekend of January 14-15.

That way, we do not need to redefine plain meaning of English words.

Cheers, lan

On Sat, Nov 26, 2016 at 10:22 AM, arenGmail <anne.rensonnet@gmail.com> wrote:

Jan,

Please respond to this so we can deal with it in time for the holidays.

Anne

On 11/23/2016 08:59 PM, arenGmail wrote:

Thank you for clarifying your understanding. This also works for me.

The only remaining question is when do you expect to have the children in your care again after January 1st?

The Roll says "The Plaintiff shall have the Children in her care for the remainder of the Christmas Break". I view the break(s - also easter and spring) as being from end of school to start of school. The last time this came up, you did not agree and took the position that the breaks did not

include the weekends.

So, I'd like to ask if you hold that position. Using start of school to end of school means the break periods are longer and allow for greater opportunities for the children to travel and see their out-of-province family, or go on a trip with family and friends. This works as much for your parenting time as for mine. Please let me know if you would accept using that definition of "full break" and "remainder of break".

If not, this will have to be taken up and resolved. In the case of this particular holiday season, we could perhaps defer the issue if you would be willing to view the January 7/8 weekend as the second weekend of the month (so my parenting time either way). That would then mean you have the last weekend in January (the 28/29) followed immediately by the first weekend in February. That would give us a bit more time to settle the matter of the intended definition of the breaks.

Let me know.

Anne

On 11/23/2016 07:01 PM, ianuttl@gmail.com wrote:

Anne:

thank you for your email. There is nothing confusing about it. Please read it again.

I wrote on March 9, 2016:

"I am agreeable to switch the odd and even years for the Spring Break,

such that I have the boys this year for Spring Break and you have them

for Easter Break, and the other way around in 2017."

It does not mention any paragraphs 11 or 309 or j or k.

The agreement clearly applies only to the switch for Spring Break and Easter Break.

It is 2016, which means it is an "even" year.

The Judgment Roll pronounced on July 23, 2016 says in paragraph 12:

- (a) The Plaintiff shall have the Children in her care from the last day of school until December 25 at 3:00 pm.
- (b) The Defendant shall have the Children in his care from December 25 at 3:00 pm. until January 1 at 3:00 pm.
- (0) The Plaintiff shall have the Children in her care for the remainder of the Christmas break.

I am the Defendant, so I expect to have the children in my care from

December 25, 2016 at 3:00 pm. until January 1, 2017 at 3:00 pm

Hope you can understand this clearly, and there will be no need to go to court about it.

Cheers, Jan

On Wed, Nov 23, 2016 at 2:25 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

Please find enclosed the Judgment Roll, the reasons for Judgment decision section (last four pages) and the March email Trail with regards to switching the odd/even years from the decision.

Please let me know if

- 1- you still consider our March 2016 agreement as valid or not
- 2- if you consider it valid, exactly what you understand the holiday schedule to be this year (whether you or I are following the odd/even year designation in the Roll/Judgment, or in our email agreement).

Thank you,

Anne

On 11/23/2016 02:17 PM, januttl@gmail.com wrote:

Anne:

I do not have the Judgment Roll before me, but my understanding is exactly as written in the Judgment Roll filed on June 24, 2016.

I hope you will not find it too ambiguous, subjective and requiring an interpretation.

Cheers, Jan

On Wed, Nov 23, 2016 at 2:12 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

Jan,

Please give me a response on what you understand our schedule to be as soon as possible. It is important to have this clarified to be able to make plans for the holidays and

manipandane repriesario della	Thank you,
	Anne
	On 11/22/2016 10:32 AM, arenGmail wrote:
minimum apada pada paga paga paga paga paga pag	Jan,
	I'm looking at the holiday schedule that we have for this year.
e de la decimiente de la composition d La composition de la	Last year, to solve the issue of the Spring/Easter breaks, we agreed to exchange the odd and even years in the par 309 j and k.
	I want to make sure we are both assuming the same schedule. If we look at the judgement roll, paragraphs 11 and twelve, (same as the Reasons for judgment 309 j and k), are we then saying par 11 is changed to "in even years" and par 12 to "in odd years"? or did our agreement only apply to the spring/easter break (11d and e, 12d and e).
	Please let me know what you understand our holiday schedule to be.
	Thank you,
	Anne
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Subject: Re: tomorrow pickup

From: arenGmail <anne.rensonnet@gmail.com>

Date: 01/11/2017 10:26 AM **CC:** januttl@gmail.com

BCC:

Resurrecion M. Fernando Commissioner for Oaths In and for the Province of Alberta My Comm. Expires April 22, 20 This is Exhibit "C" referred to in the Affidavit of Anne Rensonnet

Sworn before me this 24 day

of April Acommission with the Anne Revision to the Province of Alberta

Jan,

My offer of November 28, 2016 is not retroactive. You turned it down very clearly back then and the Christmas break is now over. I am willing to move forward from here and find a long-term solution to our disagreement with regards to the definition of a 'full break'. I offer once again the compromise solution I made before: we can use your definition of the break for the Christmastime period (i.e. the break would not include the weekend prior to the return to school in the new year) and then use my definition of the break for the Spring Break (from end of the school to beginning of school).

Given that this did not take effect for this past Christmas period, and in order to make this compromise solution reasonably attractive to you, I am willing to grant you an additional weekend (this year only) to make up for the missed opportunity, namely the weekend of April 8-9 (second weekend in April). That way you would have 2 consecutive weekends right after I have the kids for the full Spring Break (March 24 to April 3).

With regards to face-to-face communications, you have conveniently ignored my questions in favour of some vague verbiage about the presumed efficiency of an in-person conversation, which totally flies in the face of our reality. The problem isn't the pages and pages of text. The problem is that we don't agree on anything and you are not willing to consider compromise as a viable option. We communicate all the time. Not successfully, but there is no lack of communication.

I believe that your repetition that you are willing to talk face to face is nothing more than an excuse to avoid actually negotiating in good faith (whether by mediation, parenting co-ordination, JDR or any of the "widely recognized" means by which separated couples find solutions, or even by email exchanges where you actually make proposals that seek resolution and offer compromise). You are using this mantra to maintain some kind of pretense that you are the party that is uniquely willing to communicate while simultaneously coming up with excuses for each and every method of communication or meeting that I put forward.

The first excuse was the cost of mediation, but then to refuse the JDR (at no cost to you as a self-rep), the excuse was initially the length of the briefs and then it became because JDR is "not recommended in our case" (i.e. because you think I have BPD). Parenting co-ordination was also not recommended because we didn't have a parenting plan yet, but you still won't consider it now that we have one. And even when we do meet face-to-face (which we did repeatedly in questioning), there was no attempt to talk or any willingness to negotiate anything. The excuse was because it wasn't "the appropriate time or place" and you claimed you couldn't trust anything I said (even under oath). You always have an excuse and its just that: an excuse. If you believe half the claims you make about me (the BPD, the lying under oath, that I "rant" at you all the time, etc), you would not be rhapsodizing about a face to face in person meeting with such a character. You would feel well-served to have a professional involved as they are good at rooting out such counter-productive behaviour. I have no fear of professional involvement and welcome it.

But ok, you still want to meet me in person. Then send me a letter with an agenda of the issues you feel we need to resolve and you think we can negotiate efficiently face to face, and also what you are prepared to bring to the table to negotiate with. Please make it precise and not

some vague "we'll just see where it goes over coffee/beer". And also please be realistic about what issues are still being negotiated: we do have a court-ordered parenting plan now so if you want changes to it, you have to be willing to offer something to get the changes you want. Convince me that its a worthwhile effort and you are invested and committed to a genuine conversation: maybe use your own parenting plan proposal from the trial (Exhibit 3 tab 2, paragraph 50, "exchange by email any relevant information about their respective proposals in writing including all relevant facts and arguments and preferred resolution". I will respond with my own list of what I feel is unresolved and would benefit from discussion and what I am willing to put on the table to move forward on those topics. From there we can move to your "Step 2" (paragraph 51) and have something tangible to talk about.

You offered to let me pick the location and bring whoever I want (I presume that is still on offer). I will pick a location (probably a public library) and I will bring my sister. You can bring anyone you want. Also, tell me if you want this talk to be on or off the record. There is no trust between us and its futile to interdict recording, but if its to be an "off the record" conversation, I will draft an agreement for us to sign (similar to that of professional mediation) clearly stating that its all off the record, without prejudice, and never to be used for anything else or shared with anyone else. Otherwise, its "on the record", and we'll both be keenly aware of that. I recommend "off the record", without prejudice, so that we are more likely to talk freely and openly.

Anne

On 01/10/2017 08:36 PM, januttl@gmail.com wrote:

please see attached.

[For continuity, here is the content of the attached letter]

Anne:

I did not waste time coming to your door. As per the plain meaning of the Court order, the children

were supposed to spend the first weekend (the 7/8th) of the month with me. You refused. At least,

however, I prevented you from possibly complaining that I did not come to pick them up. Given that you decided that your interpretation of the Court order is the correct one, and given that you

think I refused to compromise, I am taking you up on your "compromise" solution as you explained it

in your November 23, 2016 email:

... In the case of this particular holiday season, we could perhaps defer the issue if you would be willing to view the January 7/8 weekend as the second weekend of the month (so my parenting time either way). That would then mean you have the last weekend in January (the 28/29) followed immediately by the first weekend in February. That would give us a bit more time to settle the matter of the intended definition of the breaks.

Accordingly, as per your compromise solution, for this season only, I am willing to view the month of

January 2017 as having actually started on December 31, 2016, so the Dec 31/Jan 1 weekend can be

viewed as the first weekend, and therefore the January 7/8 weekend as the second weekend (you did

keep the kids), and thus, as per your email, I will pick up the children on the 13 th for the 14/15 (by your

count 3rd weekend), and on the 27th for the 28/29 weekend (by your count 5th weekend). Please confirm this modification of the schedule as you proposed it in your November 23, 2016, email.

It has been widely recognized that talking face to face is far more efficient and far more likely to result

2 of 5 20 04/23/2017 10:23 PM

in resolutions of issues. Emailing back and forth pages and pages of text is unlikely to resolve anything.

Incidentally, the New Ways for Families materials are pretty clear about that too. There is a plenty of

literature on the topic if you are interested.

Cheers,

Jan

On Sat, Jan 7, 2017 at 12:08 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

It's too bad for you that you wasted your time coming to my door in spite of my email.

I have always been willing to genuinely talk and negotiate with you. I have offered all kinds of means to do so. I repeatedly try to engage with you by email (a medium where we have time to think and consider our responses carefully) on a variety of topics in the the interest of the children. In this particular instance, I started trying on Nov 22 in order to avoid a ridiculous situation like the one you eventually chose. You were relatively unresponsive, did not engage in any effort to come to a compromise and eventually just ignored me.

Do tell me: what do you want to "talk" about face to face that you can't raise in an email? How could a face-to-face conversation instead of a well thought out email have changed the outcome?

Anne

On 01/07/2017 06:55 AM, januttl@gmail.com wrote:

Anne:

I will attend at your place at 8am to pick up the kids. I will park, ring your doorbell, and wait in the car. Either the kids will come out, or they will not. I will wait 15 minutes, and then I will leave.

Talking face to face requires two genuinely willing parties. I have come to understand over last 3 years that you are not willing. However, my invitation remains open.

Cheers, Jan

On Fri, Jan 6, 2017 at 10:37 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

lan,

You are free to act as though your interpretation of the order is the only possible one, but I continue to disagree with you that the layout of the FrancoSud calendar is indicative of what Poelman had in meant by "the remainder of the Christmas break" and "full Spring Break". Instead, as per my previous emails, I take the position that these would commonly be understood by any reasonable person as including all the time between the last day of school and the first day back at school, and that this was obviously Poelman's intention as evidenced by his lack of provision for pickup and dropoff times.

In any case, you seem to still be refusing to acknowledge that we have a conflict over the interpretation of the order, refusing any form of professional mediation, and not accepting a compromise solution, so indeed it seems you will have to make an application in court if you intention is to try to prove that you are right. What you call your "proposal" for a solution starts with your position that your interpretation of the order is the "right" one and the weekend of the 7-8 is yours to trade against one of my weekends. It does nothing to come to a compromise or solution since you are offering to trade one of my weekends against what I believe is already my weekend. A compromise solution is one where both parties' positions are acknowledged and something in between is on offer, for example my offer that each one of us get to be right for one of the breaks (we do it your way for Christmas time and my way for the Spring Break).

I understand that it is your favourite expression, but there is nothing pre-emptive or unilateral about this. I recognized that there was an outstanding issue and raised it with you in November (22nd) and attempted to engage you in coming to a resolution well before it came to a head. You had plenty of time to file an application in court prior to the holiday. It is outrageous (although frankly not unexpected) for you to announce your intention to show up the evening before, in spite of having received all my emails about this which concluded with me finding it unfortunate you would not engage in finding a solution and stating that I would be making plans for me and the kids this weekend. (see November 22 to Dec 2 emails)

I do not recommend you waste your time coming to my door in the morning as the children will not be ready to go with you. Furthermore, my doorstep is not an appropriate place for you to force us to talk "face to face" as you keep suggesting.

Anne

On 01/06/2017 04:56 PM, januttl@gmail.com wrote:

Anne:

I will arrive tomorrow, Saturday, at 8AM to pick up the boys. Should you decide to keep them, it will be dealt with it in a later court application.

You say that you are listening if I have something to propose. It appears you have not been listening or at least not reading.

Please go back to my email dated 11/26/2016 12:28PM where I made a very specific proposal how to deal with January 7 to 8 weekend:

:"If you want to have the kids on my weekend of January 7-8, I am willing to switch that weekend for your weekend of January 14-15."

I wish to point you to the school calendar http://www.francosud.ca/images/Calendrier_2016-2017_LS_1.pdf that identified the break from Dec 23 to Jan 6. There is nothing in the Judgment Roll that says that all adjacent weekends are part of the christmas break. Accordingly, I expect to have the children the weekend of Jan 7 and 8 as per the Judgment Roll unless we come to different arrangement. As I proposed earlier (but you did not notice) I am willing to switch that weekend fro your weekend of January 14-15.

If you have decided again to take the matters into your own hands, act

	unilaterally and pre-emptively, I will deal with it once the time comes. I know you are controlling, Justice Poelman found you were controlling, so we will go on and deal with your controlling behavior as it comes.
	You will also receive text message to check your email, and your phone will ring as you requested.
	Jan
	This email address is not a valid address for service pursuant to Rule 11.21 of the Alberta Rules of Court.
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23

M Gmail	This is Exhibit "D" referred to in the Anne Rensonnet <anne.rensonnet@gmail.com></anne.rensonnet@gmail.com>
Spring Break	Anne Rensonnet
arenGmail <anne.rensonnet@gmail.com> To: januttl@gmail.com Bcc:</anne.rensonnet@gmail.com>	of AD., 20 Pesurrecion M. Fornando Commissioner for Oaths A Commissioner for Oaths A Commissioner for Alberta Thu, Apr 13, 2017 at 10:54 AM Commissioner for Oaths In and for the Province of Alberta
Jan,	the Provide of Alberta Wy Comm. Expires April 22, 20

Thank you for replying so I can prepare the children. I think your choice is unfortunate and your excuses are unconvincing, but I am willing to have the children in my care this weekend in your stead.

To be perfectly clear, the only reason I will have the children in my care this Easter weekend is because you are choosing not to exercise your parenting time. This is not a trade and there will be no make-up time for this.

I am not signing your consent order because it attempts to invalidate our March 2016 agreement retroactively and frustrates the provision in our order that says we can agree to parenting schedule changes (without resorting to Court Orders). This has nothing to do with (in)convenience.

Lastly, trying to paint a negative picture of me by re-trenching your position on matters that have already been dealt with by the Courts at length (pre-separation talks, ex parte order, disclosure, slander, calculation of parenting time, etc.) is not helpful to resolving the issue of school breaks. Please join me in moving forward.

Anne

On 04/12/2017 07:58 AM, januttl@gmail.com wrote:

Anne:

I have already answered your question some time ago. As I said: I will not have the children with me contrary to the only valid court order of June 24, 2016, unless I have a filed consent order in my pocket allowing me to do so.

It is regrettable that you have repeatedly refused to execute it even though it would cost you nothing given that you were in the courthouse on Friday and again on Monday.

Your refusals are consistent with your belief that you must have 100% control over the children and your long lasting efforts to minimize the children's contact with their father. Your latest efforts appear to be designed to reduce my parenting time below the 40%.

Your conduct since the separation provided number of excellent reasons for expecting the worst from you:

You made an agreement with me that the children would be with each of us equal time and for equal opportunity; a few weeks later, you changed the children residence to a different municipality surreptitiously and unilaterally; proceeded with your unnecessary ex parte to start the litigation; lied on the ex parte:

disobeyed no less than three specific orders of the court to disclose documents that would show you were lying on the ex parte; slandered me everywhere you could (e.g., the Canadian Boarder Agency, the Francophone School) with your claims that I am flight risk; etc..

Given these facts, I am not at all paranoid; I am well aware of your irrationality, misconception of reality, and most importantly, your willingness to lie to me and to the court.

Jan

On Tue, Apr 11, 2017 at 8:14 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

Jan

The kids are asking if they are spending the weekend with you or me. If they are going to your house, this is my last evening with them until Monday and they need to prepare their backpacks. Please give us an answer. Are you picking up the kids after school on Thursday or not?

Anne

On 04/11/2017 11:05 AM, arenGmail wrote:

Jan,

Please let me know if you are picking up the kids for Easter weekend or not. I need to make preparations for the children if they are staying with me, there are Easter activities to sign up for, or I they are preparing their bags for a weekend with you. If they are staying with

you for Easter, then this evening is their last time at my house until Monday. So, either way you want to do it, I would like to know.

Anne

On 04/10/2017 01:11 PM, arenGmail wrote:

I will not sign the consent order because it makes no sense, is unnecessary, but worse, it attempts to formalize your position that the agreement we made to trade years for Easter/Spring Breaks is no longer valid. My position is that this Easter Break 2017 is already your parenting time, as per our agreement of March of 2016.

As for your own fears and paranoia, you'll have to deal with those without me. As you requested, there is no longer a police enforcement clause in our parenting order, which used to be your excuse for refusing parenting time with the kids (Christmas 2014, 2015 and again 2016). More to the point, the very first paragraph of our parenting order says that we can agree to parenting schedule changes in writing between the two of us. Which we have. But if it helps, here it is again:

AS I'VE BEEN SAYING ALL ALONG, I AGREE THAT EASTER WEEKEND IS YOUR PARENTING TIME. YOU CAN PICK UP THE KIDS AFTER SCHOOL ON THURSDAY, APRIL 13, HAVE THE CHILDREN IN YOUR CARE FOR THE ENTIRE WEEKEND, AND BRING THEM BACK TO SCHOOL ON MONDAY MORNING, APRIL 17.

The opportunity to exercise your parenting time for Easter weekend is in front of you. Use it or don't, its up to you. Just please let me know which one so I can prepare the children accordingly.

Anne

On 04/10/2017 10:06 AM, januttl@gmail.com wrote:

Anne:

The correspondence you keep sending me is older than the June 24, 2016, Order of Justice Poelman. There was no agreement of this kind between us following the June 2016 order. Although you raised it in your submissions, Justice Poelman did not incorporate it in the order. You yourself understood that the pre June 2016 agreement was not in force following June 2016 -- please re-read your December 2016 emails you wrote that I already pointed you to.

Please do execute the order, so I can get it signed by Justice and filed in time. As you may or may not recall, you claimed for 3 years that I am a flight risk, without any basis whatsoever, except your own mental health issues. I am not going to risk that you change your mind again and I will not have the children with me unless I have an Order of the Court allowing me to do so in my pocket.

Cheers,

Jan

On Fri, Apr 7, 2017 at 4:59 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

Jan,

As per our agreement (again, attached), the children were in your care for the Spring Break of 2016 and in my care for Easter 2016. This year, 2017, they were in my care for the Spring Break, and next weekend, Easter, is your parenting time. You and the children were not deprived of anything.

Your request for a consent order makes no sense and I will not sign it.

Let me know if you will be picking up the kids after school on Thursday April 13 for the start of Easter weekend.

Anne

On 04/07/2017 04:15 PM, januttl@gmail.com wrote:

Anne,

Thank you for your email. While your mis-perceive that it was MEP who altered the order, Ms. Iredale, MEP's lawyer said clearly that Ms. Rensonnet diligently highlighted paragraph 27 of the judgment roll.

Regarding the June 24, 2016 Order of Justice Poelman, which you mis-perceive as you wrote "merely a formalization of his earlier decision", to me and everyone else this is the Order currently in force. So since you deprived the kids of a week long spring break with me, maybe they can stay with me for Easter. I have attached a Consent Order for you to execute, and I would need it back by Wednesday, so I can have it signed by Justice Thursday morning.

Cheers,

Jan

On Mon, Apr 3, 2017 at 1:32 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

Jan.

Your email diatribe below is nothing but nonsense, lies and projections. It is also history. You have had many opportunities to try to prove (or even claim) that nonsense in court, including a full 10-day trial and an Appeal of the final decision. The result is the parenting order that governs us. If you are not satisfied with the result, you may want to reconsider your technique, take stock of all the opportunities before you, and make some changes.

Do be mindful of making accusations with regards to the MEP documents. An MEP lawyer attended the hearing in which you made this accusation and fully debunked it. MEP has provided you with an explanation, an admission that it was MEP's mistake and not my doing, original documents for proof, and an unreserved apology. Pursuing this ridiculous accusation against me would qualify as defamation.

See attached, once again, our agreement on trading years for the Spring and Easter Breaks.

Anne

On 03/25/2017 07:34 AM, januttl@gmail.com wrote:

Anne:

It is clear that your goal in life is reduce our children's contact with me as much as you can, to turn the children against me by telling them variety of false stories about me, about how your separation (unilateral, preemptive, surreptitious) from me happened, and about the Courts. You moved the children 50km away, unilaterally and surreptitiously; got an ex parte order based on a collection of your lies which reduced my contact with them to 20% or so; you claimed to the Court that one day contact between our children and their father is enough, that three days is too much; you enrolled them in a Francophone school knowing full well I do not understand French, etc. The pattern is clear.

You intentionally ignored your obligation to disclose and you also ignored no less than three specific orders to disclose (as found by Justice Poelman), knowing the disclosure would make it easy to set aside the initial ex parte order. Again, this fits nicely in your strategy to remove me from the children's lifes. You kept lying and misrepresenting to the Court that we were married to the point that Justice Horner called me Mr. Rensonnet several times and that she still (unbelievably so) believes we were married. Again, this was nicely done by you and your lawyers to create aura that there was marital property division claim possible.

In fact, everything you do is neatly explained by your goal of having absolute control over the children, to remove the children's father from their life, and to cause as much harm to me and anyone who is associated with me as you can.

It is well established that you perceive what you want to perceive and remember your false perceptions of objective reality as facts. This is a hallmark of borderline personality disorder. Your perception that Justice Poelman's June 24, 2016, order is "merely a formalization of his earlier decision" is yet another example of those misperceptions. Items were added to that order at your request, e.g., the MEP paragraphs, and you took advantage of them to harass me by tampering with the order you submitted to MEP so it appeared you should get all arrears at once instead of in \$500 instalments as ordered. It worked for you, and I had to appear in court to get it corrected.

The fact remains: There is no agreement that you were able to point out that would modify June 24 order. That seems to have been your perception of reality in the fall 2016. If you inspect one of your fall 2016 emails, you were asking if we have an agreement, and what the agreement is.

I understand your position remains unchanged. As Justice Poelman found, the best interest of the children in your view is whatever you think it is even though you may not realize it. I understand you will continue to act unilaterally and preemptively while advancing false stories that you are "being pro-active, communicating with you and making genuine offers of compromises." Again, these are nothing but a misperception of the reality on your part and nice sounding words for the Court. At Christmas, for example, I made an alternative suggestion to your proposal, you ignored it, and falsely claimed that I did not. So you deprived the boys of one weekend with me. Similarly, you were ordered to translate all materials from the 100% Francophone School you unilaterally and preemptively enrolled the children in. I pointed out that you were not translating them. First, you falsely claimed that you translated everything and accused me of all sorts of things. Second, when I specifically pointed out to you, again, a set of materials not translated, you finally admitted that you did not translate them. Third, you decided that translating all materials in the Court Order means only what you think should be translated.

The best interest of the children is to have both parents fully involved with their lives. In our case, unless you get treatment for your borderline personality disorder or whatever it is that causes you to persistently misperceive reality, we will never progress towards co-parenting. What the courts will eventually order is either parallel parenting or change in custody.

I will follow the Court Order and come on Monday 27th at 8 a.m. to your door, to pick up the kids. There will be no scene at your door. I will follow the same procedure as always. I will arrive, ring your doorbell, and wait in the car until the kids come out and get in the car. If they don't come out, I will leave.

Cheers,

Jan

On Tue, Mar 21, 2017 at 3:05 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

Jan,

Justice Poelman's June 24 order is merely a formalization of his earlier decision. It is not a new order and it cannot "supersede" the very same decision.

We made a very clear agreement after Poelman's decision was pronounced, and it has already been implemented. It is currently in effect.

My position remains unchanged, see below.

Now with regards to your favourite pet expression, this event is an example of exactly the opposite of "pre-emptive and unilateral". As usual, I am being pro-active, communicating with you and making genuine offers to compromise. I emailed you more than one month before these scheduling issues are to arise in the hope we can resolve them. I made genuine compromise offers to try to resolve them. I responded to your concerns and emails in a very timely manner.

On the other hand, you respond by obstinately resisting any compromise. You renege on a clear, written, implemented agreement. You deliberately respond to my emails at the last minute when the issues have become critical. You act in ways created to provoke a scene at my door when it is clear the children are not going to go with you. That is not only disrespectful, it is counter-productive.

You are making your own alternative interpretations of the order (and our subsequent agreement) and trying to force them on me. Just like you did at the end of your summer vacation in August last year. Just like you did at Christmas. And just like you are doing again now. I didn't give in to the bullying then and I won't this time either. You chose to pass up the many opportunities to resolve this by compromise or through the courts in plenty of time. That's unfortunate.

I will keep making offers and creating opportunities for us to work things out in the best interested of the children, in the hope you will one day understand that the path to success and happiness for the children is the same as the path to the shared parenting you claim to want: respect, co-operation and co-parenting.

Anne

On 03/15/2017 07:43 AM, januttl@gmail.com wrote:

Anne:

I suggest you look through your emails, in particular, those you wrote in November 2016.

Whatever agreements we may have had, they were superseded by Justice Poelman's June 24, 2016 final order (the one where you argued before him on June 23, 2016, where you got him to insert the Maintenance Enforcement stuff, etc.). We never agreed on anything that would modify June 24, 2016 order. If you can find any agreement between two of us, made after June 24, 2016, that would modify June 24, 2016 order, please point me to it.

By way of an example, we had agreement that we would parent our children on the 50/50 equal time and equal opportunities. But that agreement did not survive the ex parte order that you obtained unilaterally, pre-emptively, and surreptitiously by misrepresenting the facts to the court.

I understand you will do what Justice Poelman found: act unilaterally and pre-emptively, ignore the June 24, 2016 order as you ignored 4 previous orders of Justice Horner, and again deprive the hildren of their time with me.

Your behaviour is well described, well understood, I have learned to expect that so it is no longer surprising to me. I will come to pick up the kids as per the June 24, 2016 order. Either they will be ready to go, or they will not. I will deal with it when and if the problem comes.

Cheers,

On Mon, Mar 13, 2017 at 1:13 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

I don't know what communications you are referring to but it is clear that we agreed to switch the odd and even years for the Spring Break back in March of 2016. We also implemented that agreement: you had the children in your care for the Spring Break last year (2016) and it is my turn to have the children in my care during this Spring Break. See attached email for the agreement.

As such, my position has not changed (see my Feb 23 email below).

Once again, if you want to set this matter down, make sure you do so in time to have it heard prior to the start of the Spring Break (end of day March 24), as I intend on being away for the Spring Break.

Anne

On 03/13/2017 09:59 AM, januttl@gmail.com wrote:

Anne

I have reviewed the order and our past communication. You made it clear recently that in your view it was not clear that our agreements made prior to the final order of Justice Poelman survived the order. In the absence of any agreement that we both understand to be clear and made subsequent to Justice Poelman's final order on June 24, 2016, the order stands as written. Accordingly, I expect the children to be with me this Spring break as per the clear language of the order. I expect to pick them up at the start of the break on 27th March at 8:00AM and bring them to school on April 3 (given that April 1-2 is my weekend with the children).

Cheers,

Jan On Thu, Feb 23, 2017 at 12:08 PM, arenGmail <anne.rensonnet@gmail.com> wrote: Spring Break for the kids is now barely a month away, March 25 to April 2. This is my year to have the children with me for the Spring Break, but I know from Christmas time that we still have a disagreement about the definition of the "full Spring Break". I believe that it includes both adjacent weekends, including the weekend of April 1-2, which would otherwise be your parenting time. offer once again the compromise solution I made before: we can use your definition of the break for the Christmastime period (i.e. the break would not include the weekend prior to the return to school in the new year) and then use my definition of the break for the Spring Break (from end of the school to beginning of school). Given that this did not take effect for this past Christmas period, and in order to make this compromise solution reasonably attractive to you, I am willing to grant you an additional weekend (this year only) to make up for the missed opportunity, namely the weekend of April 8-9 (second weekend in April). That way you would have 2 consecutive weekends right after I have the kids for the full Spring Break (March 24 to April 3). This offer is good until March 23, after which I will consider myself free to make plans for the weekend of April 8-9 (although may still be willing to make a similar offer but using a different weekend). I think this is a very reasonable compromise: it is more often to your advantage (i.e. gives you more parenting time) during the Christmas holidays, whereas it is neutral with regards to the Spring Break since whoever has the children during the Spring Break has an extra weekend one year and one weekend less the other year, which evens out. Furthermore, I believe it is to the advantage of the children to have the extended time with either parent for the Spring Break as it allows more travel options and opportunities to see family out of province or go on trips with friends. (Whereas the Christmas period is divided between the parents and offers limited travel opportunities either way). Please let me know if you are interested in trying to settle this matter, and otherwise, be aware that I am making plans for me and the children for the full Spring Break, including the weekends, during which we may be traveling out of province. If you want to set the matter down, make sure that is done prior to the Spring Break as I will likely be away and unavailable during. Regards, Anne This email address is not a valid address for service pursuant to Rule 11.21 of the Alberta Rules of Court. This email address is not a valid address for service pursuant to Rule 11.21 of the Alberta Rules of Court. This email address is not a valid address for service pursuant to Rule 11.21 of the Alberta Rules of Court.

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Jan,

Subject: Re: spring break

From: arenGmail <anne.rensonnet@gmail.com>

Date: 03/09/2016 05:19 PM

To: januttl@gmail.com Resurrecion M. Fernando

Commissioner for Oaths

In and for the Province of Alberta

My Comm. Expires April 22, 20 1

This is Exhibit " + " referred to in the Affidavit of Sworn before me this

I am happy to hear that you are in agreement with my proposal. To make it formal and clear I agree to the following from your email

am agreeable to switch the odd and even years for the Spring Break, such that [Jan] will have the boys this year for Spring Break and [Anne] will have them for Easter Break, and the other way around in 2017. Therefore, I am in agreement that the regular schedule will be in force until March 21 (i.e., they spend the weekend of March 19th with [Jan]), then the Children will be in [Jan's] care from March 21, 8am, then in [Anne's] care from March 25, 8am, until March 29, 8am, after which the regular schedule resumes.".

With regards to advocating for consecutive days, I maintain my position that for Daniel's current age, three days is a lot and I don't advocate for longer consecutive stretches. However, this judgment is meant to govern us for many years to come and, as the children get older, I expect their needs to change, hence my position on the form of order. My position is consistent with my parenting plan proposal, in which I proposed a gradual increase in the number of consecutive days both during the breaks and the summer over the next few years.

However, seeing as Justice Poelman has ruled that the children will spend an entire month with each parent this summer, I believe it will be good for the children (Daniel especially) to spend a longer period than a weekend with you leading up to the summer.

Anne

On 03/09/2016 01:17 PM, januttl@gmail.com wrote:

Anne:

Thank you for your email. I realize that you disagree, that you have different perceptions of what the calendars show. However, La Source calendar clearly states that 21-28 is the Spring break -I have confirmed this with a French native language speaker. Moreover, contrary to your perception, La Source's calendar does not follow the Calgary Board of Education calendar (at least not the one you provided). For example, the days when the school is closed for various reasons are different. For another example, La Source started September 2 whereas the CB started September 1.

As you point out, I have often advocated for more consecutive days but you were always opposed to it, and even repeated your opposition to the court: "one day is fine, three days is too much". It is encouraging to see that you may be changing your understanding of what is in the best interest of the children!

I am agreeable to switch the odd and even years for the Spring Break, such that I have the boys this year for Spring Break and you have them for Easter Break, and the other way around in 2017.

Therefore, I am in agreement that the regular schedule will be in force until March 21 (i.e., they spend the weekend of March 19th with me), then the Children will be in my care from March 21, 8am, then in your care from March 25, 8am, until March 29, 8am, after which the regular schedule resumes.

Cheers,

On Tue, Mar 8, 2016 at 1:11 PM, arenGmail <anne.rensonnet@gmail.com> wrote:

Jan,

I have read your March 2, 2016 letter to Justice Poelman (which I received on March 4 along with Justice Poelman's response) and I would like to respond on the issue of the Spring Break.

I disagree with your interpretation of La Source's calendar as defining the Spring Break as the week of March 21. The Calendar only notes that the school is closed the week of March 21 (due to the Spring Break). La Source is deliberately following the Calgary Board of Education calendar (see attached), which defines March 17 as "Last day of classes for students-spring break".

Regardless, I am more interested in the best interest of the children on this matter. I believe that the children would benefit most from having a full Spring Break that starts at the end of school and ends at the start of school. This would maximizing the time they have with whichever parent they are with and make it more feasible to enjoy an extended vacation, perhaps a travel, and perhaps co-ordinating with friends and family on a joint vacation. I note that you have often advocated for more consecutive parenting days with the children as being higher quality time.

It seems unlikely that we will have a resolution on this matter from Justice Poelman before the end of school prior to the Break, so I would like to propose that we defer the need for a resolution by simply switching odd and even years in paragraphs 309 j and k. That would mean that you would have the children for the full Spring Break this year, which also coincides with your weekend, thus starting on March 17 at the end of school and until Good Friday 8am. This would result in you having one more day than your proposed schedule in your March 2 letter.

Regard	S
Anne	

This email address is not a valid address for service pursuant to Rule 11.21 of the Alberta Rules of Court.

proper support must be recognized. Not to award retroactive child support in this case would be tantamount to confessing futility in the face of Mr. Uttl's decision not to work and not to provide financial information in a manner consistent with his obligations to his children, Ms. Rensonnet and the court.

[305] Furthermore, in determining the date to which the award should be retroactive, there is little doubt that Mr. Uttl's conduct is blameworthy within the meaning of D.B.S. His decision not to seek income and not to be cooperative in disclosing his true financial position show an intention to prefer his interests to those of his children - even though he is probably so preoccupied in his struggle with Ms. Rensonnet that he does not see it in this way. However, I also take into account the unsettling and disruptive effect on Mr. Uttl of Ms. Rensonnet abruptly removing herself, the children and a great deal of personal property from Mr. Uttl's home. I thus conclude that January 1, 2014 is the date to which the award should be made retroactive. As this is not more than three years before notice of the claim, it is not necessary to rely on blameworthy conduct.

[306] In conclusion, I determine Mr. Uttl to have a retroactive child support obligation of \$8,436.00 for 2014 (\$703.00 x 12, based on guideline income of \$50,000.00) and \$12,852.00 for 2015 (\$1,071.00 x 12, based on guideline income of \$75,000.00). The parties may speak to the timing and manner of repayment of the retroactive obligations.

D. Future Child Support

[307] Effective January 1, 2016, I impute Mr. Uttl's guideline income at \$75,000 annually. His child support is determined by the Alberta Guidelines (incorporating the Federal Guidelines), which sets the amount at \$1,071 for two children.

[308] Having regard to the similar income levels of the two parents, I direct that they share section 7 expenses equally.

VI Judgment

[309] In summary, I make the following directions for parenting:

- a) The children will be in the primary care of Ms. Rensonnet, with Mr. Uttl having access as set out hereafter or as the parties may agree in writing.
- b) Ms. Rensonnet will have sole custody of the children, except that decisions regarding their religion will be the sole responsibility of Mr. Uttl. Ms. Rensonnet will act reasonably to accommodate Mr. Uttl's decisions on religion.
- c) Unless otherwise specified in this order or agreed to in writing, the pick-up and drop-off location shall be the school on school days and Ms. Rensonnet's residence on all other days.
- If a child starts school or preschool within one hour of the start of parenting time, the parent whose parenting time is ending shall drop off the child at school or preschool with everything the child needs for the school day.
 - If one of the parties moves, that party shall immediately inform the other of the new address where the children will be staying.
 - Neither party shall move to a residence (where the children will be staying) further than 55 km from Calgary's city center without the consent in writing of the other party, or an order of the court.

- g) For the purpose of determining the regular schedule, a weekend shall begin at the end of school on the last day of school before the weekend, and shall include any non-school days immediately adjacent to the weekend. (For example, if the Thursday is a professional development day and the Friday is a statutory holiday, the weekend will be Wednesday 8 a.m. to Monday 8 a.m.)
- h) Mr. Uttl will have the children in his care every weekend other than the second and fourth weekends of each month.
- i) Mr. Uttl will have the children in his care every Wednesday after school until 9 a.m. the following day.
- j) In odd years:
 - (a) Mr. Uttl shall have the children in his care from the last day of school until December 25 at 3 p.m.
 - (b) Ms. Rensonnet shall have the children in her care from December 25 at 3 p.m. until January 1 at 3 p.m.
 - (c) Mr. Uttl shall have the children in his care for the remainder of the Christmas break.
 - (d) Mr. Uttl shall have the children in his care for the full Spring break.
 - (e) Ms. Rensonnet shall have the children in her care for the full Easter break.

k) In even years:

- (a) Ms. Rensonnet shall have the children in her care from the last day of school until December 25 at 3 p.m.
- (b) Mr. Uttl shall have the children in his care from December 25 at 3 p.m. until January 1 at 3 p.m.
- (c) Ms. Rensonnet shall have the children in her care for the remainder of the Christmas break.
- (d) Ms. Rensonnet shall have the children in her care for the full Spring break.
- (e) Mr. Uttl shall have the children in his care for the full Easter break.
- 1) Mr. Uttl shall have the children in his care every Father's Day and June 13, whether or not those days fall on his parenting time, and
- m) Ms. Rensonnet shall have the children in her care every Mother's Day and March 23, whether or not those days fall on her parenting time, unless March 23 falls during Mr. Uttl's parenting time during Easter or Spring break.

n) For summer holidays, each parent shall have the children in their care for alternating periods of thirty consecutive days, starting with Mr. Uttl in July in odd years and Ms. Rensonnet in even years.

o) Except as otherwise detailed in this order, neither parent shall make plans for the children when they are scheduled to be with the other parent, without first having

the written consent of the other parent.

p) Beginning September 1, 2016, if either of the children expresses a substantial and sustained desire to participate in a regularly scheduled activity that cannot reasonably be confined to one parent's parenting time (such as hockey, for example),

- (a) the parent wanting to enroll the child in that overlapping activity shall inform the other parent of the schedule of that activity and request their cooperation, and
- (b) the parent receiving such a request will not unreasonably withhold consent and will facilitate the child participating in that activity during their parenting time.
- q) The children shall both continue to be enrolled at Ecole de las Source/Entre-Amis Preschool until the youngest has completed 3 years of full-time school (kindergarten to grade 2). Both parents will comply with school guidelines and rules (i.e. nut-free, healthy snacks/lunches, pick-up and drop-off protocols, etc.)

r) The issue of the children's primary language of education and choice of schools will be reviewable as of January 15, 2019, with any changes that may arise from the review to be effective on commencement of the 2019-2020 school year.

- s) As long as the children remain in a French school and the school does not provide Mr. Uttl a translation of school materials and documents, Ms. Rensonnet shall provide Mr. Uttl;
 - (a) a translation of all documentation and school materials relevant to the children in a timely manner, and
 - (b) a translation of homework assignments to be completed during Mr. Uttl's parenting time without delay.
- t) Either parent may request that the other parent sign a consent for international travel, provided that the trip be of a limited, specific duration, that full particulars of itinerary and contact information be provided, that travel be restricted to Hague Convention signatory countries, and that the traveling parent provide the other parent with a copy of his or her passport.

Both parents are entitled to copies of all passports issued to the children. Each
parent who obtains any passports for the children will provide copies to the other

parent.

- v) Neither party shall apply for citizenship or nationality for the children in any other country without the notarized consent of the other party or an order of the court.
- w) The last names of each of the children shall be changed to "Rensonnet-Uttl" and to the extent necessary to effect this change, Mr. Uttl's consent is dispensed with. Ms. Rensonnet shall be responsible to have all official documents for the children changed and shall bear all the costs associated with changing the children's name.

[310] I make the following directions for child support:

- a) Mr. Uttl shall pay retroactive child support of \$8,436.00 for 2014 and \$12,852.00 for 2015.
- b) Effective January 1, 2016, Mr. Uttl shall pay base child support of \$1,071.00 per month, on the first day of each month.
- c) This order shall not be recalculated by the Alberta Child Support Recalculation Program.
- d) Mr. Uttl will pay one-half of special or extraordinary expenses within 30 days of presentation of invoice and proof of payment by Ms. Rensonnet.
- e) The parties shall comply with paragraphs 10 and 11 of Form FL-27 of the Alberta Rules of Court, respecting enforcement of this order by the Director of Maintenance Enforcement and annual disclosures of financial information.

[311] The parties may schedule an appearance before me to address matters arising from these reasons for judgment, including the form of order and costs.

Heard on the 23rd, 24th, 25th, 26th, 27th and 30th days of November and on the 1st and 2nd days of December, 2015.

Dated at the City of Calgary, Alberta this 18th day of February, 2016.

G.H. Poelman J.C.Q.B.A.

Appearances:

Anne Rensonnet, Self-represented Plaintiff

Jan Uttl,

Self-represented Respondent

