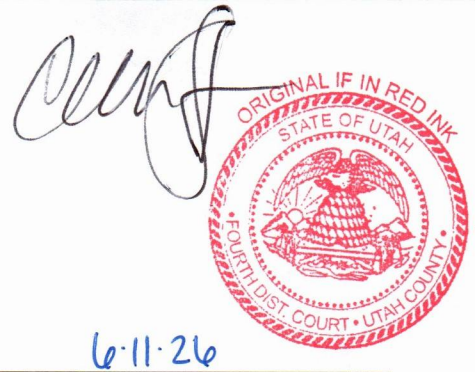


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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
IN THE MATTER OF THE MARRIAGE OF: DIOGO DE LIMA BARBOSA, Petitioner, and ELISA GARCIA, Respondent.	DECREE OF DIVORCE Case No. 244402947 Judge: Christine Johnson Commissioner: Marian Ito

Come now, Diogo De Lima Barbosa (“Diogo” or “Petitioner”), and Elisa Garcia (“Elisa” or “Respondent”), having come to a global agreement regarding the issues presented in the above matter, and submit this proposed Decree of Divorce to the Court. The Court, having reviewed the Stipulation and Settlement Agreement entered by the parties addressing custody, parent time, and other issues, hereby enters the following Decree of Divorce.

PROVISIONS RELATED TO JURISDICTION

1. Both parties are bona fide residents of Utah County, State of Utah, and have been for at least three (3) months before the filing of the Petition.
2. The parties were married on **November 15, 2017**.
3. The Court has jurisdiction over both parties and the subject matter under Utah Code Ann. §30-3-1 et seq. and §78B-3-205.
4. Irreconcilable differences have arisen between the parties which cannot be remedied.
5. The parties have two minor children together: [**Thomas Garcia Barbosa, DOB: June 5, 2020 and Tyler Garcia Barbosa, DOB: December 31, 2022**], who reside in Utah and have for six months prior to filing this action.
6. The acts by each party were conducted by the other party in the State of Utah and therefore, this Court has long-arm jurisdiction over the parties pursuant to Utah Code Ann. §78B-3-205(*as amended*).

PROVISIONS RELATING TO THE CHILD AND PATERNITY OF THE PARTIES

1. The parties are the biological parents of the minor children.
2. Pursuant to Rule 100 Utah Rules of Civil Procedure, Petitioner states, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

**PROVISIONS RELATING TO THE UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT
ACT**

1. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-11-101 et seq. in that:
 - a. Utah is the home state of the minor children at the time of commencement of this proceeding.
 - b. Pursuant to Utah Code Annotated § 81-11-201 and § 81-11-209, said minor children currently reside in Utah County.
 - d. The parties have no information of any proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.
 - e. The parties do not know of any person, not a party to these proceedings, who has physical custody of the children or who claims rights of legal custody or physical custody of, child support or visitation/parent time rights with respect to the children.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

1. **Joint Legal Custody/Decision Making Process:** The parties agree they shall be awarded joint legal custody.
2. **Physical Custody and Parent Time:** The parties shall share joint physical custody of the minor children, subject only to Elisa's right to visitation and parent-time. Parent-time shall be as the parties agree. If the parties do not agree, Diogo's parent-time shall be 183 overnights per year and Elisa's parent time shall be 182 overnights per year. Each party shall have appropriate accommodations for the child, including a room and bed. The parties shall be reasonably flexible with the minor child's desires due to her age.
3. **Pickup and Delivery for Parent Time:** Both pick-up and drop off shall be as they agree, unless an agreement cannot be reached, the parties exercising parent time, will pick up the minor child.
4. **Summer/Extended Parent Time:** Beginning Summer 2026, the parties will exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §81-9-302 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.
5. **Holidays:** The parties shall exercise holiday parent time as they agree, or pursuant to Utah Code Ann. §81-9-302 if they cannot agree, with Diogo being designated as the custodial parent. Holiday time shall trump the usual

parent-time schedule.

6. **Relocation:** If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code Ann. §81-9-306.

PARENTING PLAN

1. **Advisory Guidelines:** In addition to the parent-time schedules provided in §81-9-302 and Utah Code Ann. §81-9-201, the following advisory guidelines in Utah Code Ann. §81-9-301 are suggested to govern all parent time arrangements between parents in the event the parties do not agree to the parent time schedule.
2. **Decision-Making:** Day-to-day decisions involving the child shall be made by the parent with whom the child is then located. Emergency decisions affecting the health or safety of the child shall be made by the parent who is with the child at that time. Regarding significant decisions involving legal matters, health, education and religious upbringing, Diogo shall make a good faith effort to discuss the matters with Elisa, but ultimately, she may make the final decision, but only after making a good faith effort to mediate the matter.
3. **Notice of Events:** The parties will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents are entitled to attend and participate fully.
4. **Access to Records:** Both parents shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.
5. **Travel:** In the event the parties vacation away from their home, the parent exercising vacation time with the children shall provide, as soon as reasonably possible, but not less than 72 hours to the other parent the following prior to leaving for vacation with the minor child:
 - a. An itinerary of travel dates;
 - b. Destinations;
 - c. Places where minor child or traveling party can be reached.
1. **Passports:** Both parties shall facilitate in a timely manner in obtaining passports for the minor children. Neither party shall travel with the child outside the United States without permission from the other parent.
1. **Notice of Contact Information:** Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

2. **Notice Regarding Illnesses:** The parties shall notify one another of any illness that the child has while in their home for parenting time. They will also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental or mental health professionals.
3. **Sharing of Information:** The parties will use their best efforts to communicate and share information with each other on a frequent basis regarding the children, in order to keep one another aware of what is happening in their lives.
4. **Reasonable Contact:** Each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children.
5. The parties shall each have appropriate food, clothing, and bedding for the minor children.
6. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

PROVISIONS RELATING TO SUPPORT PAYMENTS

1. Diogo is employed and makes \$3000 a month for purposes of child support.
2. Elisa is employed and makes \$2400 for purposes of calculating child support.
3. Diogo shall pay child support to Elisa based on a joint custody worksheet for a total of \$ 80 per month. Child support shall be paid for the benefit of the minor children pursuant to the Uniform Child Support Guidelines until said child becomes 18 years of age, or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

PROVISIONS RELATING TO HEALTH INSURANCE

1. Pursuant to Utah Code Ann. § 81-6-208 (as amended) if health insurance for the benefit of the minor children is available to either party, that party shall be required to maintain said insurance and shall follow the provisions stated in Utah Code Ann. § 81-6-208 (as amended) in regard to health insurance for the minor children. The parties shall equally pay the insurance premium for the minor children. The parties shall share equally in out-of-pocket medical, vision, dental, or therapeutic costs for the minor children, subject to verification of actual expenses incurred.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

1. The parties shall equally share the extracurricular activity and education expenses of the minor children to which both parties agree in

writing, and neither party will unreasonably withhold this agreement.

2. The parties shall allow the children to attend extracurricular activities even if it is on the parent-time day of the other party.

PROVISIONS RELATING TO TAX CREDIT

1. The parties agree to rotate claiming the minor children as a dependent for purposes of federal and state income tax. Elisa is entitled to claim the minor children on even-numbered tax years and Diogo is entitled to claim the minor children on odd-numbered tax years. Diogo must be up-to-date on his child support obligations by December 31 of the applicable tax year in order to claim the exemption.

PROVISIONS RELATING TO DEBTS

1. The parties shall each pay any debts in their own names incurred since separation.

PROVISIONS RELATING TO ALIMONY

1. Neither party shall pay the other party alimony.

ATTORNEY'S FEES

1. The parties shall each pay their own attorney's fees.

PROVISIONS RELATING TO PERSONAL PROPERTY

1. The parties have divided all personal property and neither shall make a claim against the other for any unclaimed personal property or the value thereof.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

1. The parties shall be subject to the following Mutual Restraining Order:

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation.

- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

- c. Both parties are restrained from discussing custody issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with

the children, or from questioning, interrogating, or otherwise "pumping" the children.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parenting time. e. Neither party shall enter the residence of the other party unless they are invited to do so.

f. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, 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.

g. Both parties agree to only communicate electronically (text or email) with each other about issues related to the children. Phone calls may be used in emergencies.

h. Both parties agree to keep the other party informed regarding their current physical address, phone number and email address.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

1. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Shall a party fail to execute a document within 60 days of the entry of their parentage decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

CONCLUSION

The Court concludes that the parties are subject to the jurisdiction of the Court and that Diogo is entitled to a Decree of Divorce in accordance with the terms of the findings above; the Decree of Divorce shall become final upon entry, and such Decree of Divorce is HEREBY ENTERED. The marriage between Petitioner and Respondent is hereby dissolved.

***** END OF ORDER *****

****The Electronic Signature of the Court Will Appear on the First Page of this Document****

CERTIFICATE OF SERVICE

Pursuant to Utah R. Civ. P. 5, the undersigned hereby certifies that on the date indicated below a true and correct copy of the foregoing was served by the method indicated below to the following:

Elisa Garcia <i>Pro Se</i>	☐ U.S. Mail, Postage Prepaid ☐ Hand Delivered ☐ Overnight Mail ☐ ECF Notification ☒ E-Mail:
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DATED this **April** 27, 2026.

/s/ Dessire Pirela
Dessire Pirela, Paralegal

Approved as to form by:
Janet Munoz
Assistant Utah Attorney General
Child and Family Support Division



Petitioner Diogo de Lima Barbosa

Respondent Elisa Garcia

CERTIFICATE OF SERVICE

Pursuant to Utah R. Civ. P. 5, the undersigned hereby certifies that on the date indicated below a true and correct copy of the foregoing was served by the method indicated below to the following:

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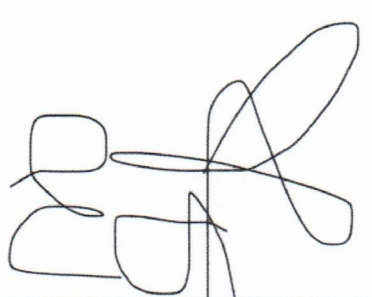
DATED this April 27, 2026.

/s/ Dessire Pirela
Dessire Pirela, Paralegal

Approved as to form by:
Janet Munoz
Assistant Utah Attorney General
Child and Family Support Division



Petitioner Diogo de Lima Barbosa



Respondent Elisa Garcia