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IN THE FOURTH JUDICIAL DISTRICT COURT
OF UTAH COUNTY, UTAH

<i>In the matter of the marriage of</i> MARIANA MACEDO RODRIGUES, Petitioner, and MAURO DONIZETTE DE OLIVEIRA JUNIOR, Respondent.	DECREE OF DIVORCE Case Number 254403135 Judge Kraig Powell Commissioner Marla Snow
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BASED UPON the Findings of Fact and Conclusions of Law filed herewith, IT IS HEREBY
ORDERED, ADJUDGED AND DECREED:

- Residency.** Petitioner and Respondent were both bona fide residents of Utah County, State of Utah, for more than three months immediately prior to the filing of this action. Petitioner is currently a resident of Davis County, State of Utah.
- Marriage Information.** Petitioner and Respondent were married on December 12, 2023, in Provo, Utah County, State of Utah, and are presently married. The parties separated as of December 2024.

3. **Grounds.** The parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation. The parties request that this Court order that the marriage be dissolved. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences.

4. **Children.** The parties have two (2) children born or adopted of this marriage, all of whom are minors, to wit:

a. L.R.O., born in January of 2014; and

b. H.R.O., born in October of 2017.

5. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor children in juvenile court or any other venue.

6. **Jurisdiction.** Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-12 et seq. (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.

7. **Legal Custody.** Each of the parties being fit and proper persons, the parties are awarded joint legal custody of the minor children.

a. The parties shall discuss all major decisions concerning the children including their health, education, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure:

(1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved. (5) If the parties remain at an impasse, they shall attend mediation.

c. If the parties remain at an impasse following this decision making procedure, Mother shall have final decision-making authority subject to Father's right to challenge the decision with the Court.

8. Physical Custody and Parent Time. Mother is awarded sole physical custody of the minor children, subject to Father's parent time. Father's parent time with the minor children shall be as the parties may agree. If the parties cannot agree, Father's parent time shall be pursuant to Utah Code Ann. §81-9-302, as follows:

a. Father shall have the minor children every other weekend, beginning Friday at 5:30 p.m. and ending on Sunday at 8:30 p.m.

b. When Father drops the children off on Sunday night, he shall ensure that the children's homework for Monday classes is complete, and that they are fed, bathed, and otherwise ready for bed.

c. Father shall also have the minor children for a mid-week on Wednesdays from the end of school, the end of Father's workday, or 8:00 a.m. if school is not in session and Father is available to provide direct care, until 8:30 p.m. Father shall ensure that the children are fed prior to drop off.

- d.** If Father knows in advance that he will be unable to exercise his Wednesday night visit, he may be permitted to change the weekly visit that week to Thursday, but must provide notice to Mother the previous Sunday of the requested change.
 - e.** Return to Mediation. In the event the parties ever reside close enough that joint physical custody would be possible, the parties shall return to mediation to discuss potential changes to custody and the parent time schedule. If the parties cannot agree, either party may file a petition to modify the Decree.
 - f.** Relocation. Before either party may relocate with the children farther apart than they currently reside, the relocating party shall comply with the notice provisions of Utah Code Ann. §81-9-209.
- 9. Transportation.** Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

 - a.** The receiving parent shall pick up the minor children for all weekend and holiday parent time.
 - b.** The parties shall meet at a mutually agreeable mid-point for Father's mid-week visits. The parties anticipate that this mid-point would be near the I-15 freeway in Salt Lake City.
 - c.** School-to-school exchanges shall be utilized when possible.
 - d.** When school-to-school exchanges are not utilized, exchanges shall be at the parties' respective residences. Both parties shall be civil and shall avoid confrontation

during parent exchanges. The parties shall ensure that any third parties (including spouses, other children, extended family members, etc.) comply with this conduct expectation.

e. A third party adult (18 years or older) known to the minor child and both parties may pick up or drop off the minor child for exchanges.

10. Holiday Parent Time. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann §81-9-302 thereafter, as set forth herein:

a. Juneteenth, Columbus Day, and Veteran's Day are removed from their holiday parent time calendar.

b. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.

c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

d. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.

e. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day;
- ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- iii. the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;
- iv. extended parent-time; and
- v. the schedule for weekday or weekend parent-time.

f. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

g. Unless the parties agree otherwise, holiday parent time shall be according to the following modified schedule:

Holiday	Holiday Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is 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:	Even years	Odd years

	(a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years	
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 child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Fall Break	1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.	Odd years	Even years

	(2) Holiday ends at 7 p.m. on the day before school resumes.		
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
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 Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

11. Summer Parent Time. Summer extended parent time shall be as the parties agree. If the

parties cannot agree, summer parent time shall be as set forth in Utah Code Ann. §81-9-302, as follows:

- a.** Each parent shall be entitled to two (2) weeks of uninterrupted summer extended parent time. In addition, Father shall be entitled to two (2) weeks of interrupted summer extended parent time. The extended parent time shall not be exercised consecutively.
- b.** Each parent shall provide notice of their intended extended summer parent time. During odd-numbered years, Father shall provide notice of his intended extended summer parent time by April 1 and Mother shall provide notice of her intended extended summer parent time by April 15. During even-numbered years, Mother shall provide notice of her intended extended summer parent time by April 1 and Father shall provide notice of his intended extended summer parent time by April 15.
- c.** If a parent fails to provide notice as set forth herein within the applicable time period, the non-complying parent loses their priority and the complying parent may schedule their own extended summer parent time.

12. Virtual Parent Time. Each party may have regular, reasonable, and uncensored phone or virtual contact with the children while they are with the other parent, as follows:

- a.** The children may call or text either parent at any time within reasonable hours for the children's bedtime schedules.
- b.** Both parties shall be supportive of virtual parent time with the other parent.

13. Right of First Refusal. Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor child over any other third party (i.e., surrogate care) if the parent responsible for the minor child is not available for a period of overnight or longer during parent time, and the other parent shall be entitled to parent-time if that parent is personally available and willing to provide direct care and transportation. The parent wishing to exercise this right of first refusal shall respond to the party offering that right within twenty-four (24) hours of the offering parent making the offer. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care.

14. School Fees; Extracurricular Expenses. The parties shall be equally responsible for the children's school fees and extracurricular expenses as follows:

- a.** All mandatory school fees, not including private school tuition and fees, shall be divided equally between the parties. Where possible, each party shall pay their share of the mandatory school fee directly to the child's school.
- b.** The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. Neither party may obligate a child to an unapproved extracurricular activity which infringes on the parent time of the other parent.
- c.** Each party shall, during their respective parent time, ensure that the children get to and from their agreed-upon activities, practices, games, etc.

15. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

- a.** Both parties shall have access to the children's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (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 parties shall be entitled to attend and participate fully;
- b.** The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
- c.** The parties shall notify the other parent of major injury or illness as soon as reasonably possible involving the children;
- d.** The parties shall provide each other with the names and telephone numbers of teachers, coaches, and others who work with the minor children at school, medically, or otherwise, and shall encourage such teachers, coaches, and others to add both parents to email and communication lists, so that each party can initiate their own

relationship with these professionals;

e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;

f. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;

g. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;

h. For emergency purposes, whenever the children travel with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the children or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location;

i. Before leaving the United States with the children, the parent taking the minor children will give the other parent at least sixty (60) days' notice, when possible. The parties shall cooperate in obtaining passports for the minor children. Mother shall keep the passports in her possession, but shall make them available to Father in the event Father desires to travel with the minor children outside the United States;

j. The parties shall work together in a reasonable manner to accommodate each

other and to provide the children consistency and stability;

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

l. The parties shall not put the children in the middle. The parties shall not discuss adult issues including any legal or financial-related issues with the children pertaining to this legal matter;

m. The minor children shall not be used as messengers;

n. The parties shall maintain safe and appropriate sleeping and living accommodations for the children. Each child shall have their own bed when staying with either parent. In the event there are other men living in the same residence as either party, the girls shall have their own separate room for living/sleeping

o. Neither parent shall question the minor children about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

p. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to

and from school on time; and

q. Communication regarding the minor children shall be directly between the parents and shall not involve third parties.

16. Mutual Restraining Order. The parties stipulate and agree to the following mutual restraining order:

a. Both parties shall be 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, name calling, speaking derogatorily about the other parent online or in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preferences 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 the children's best interest.

c. Both parties shall be restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be restrained from discussing the children's relationships with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information. Neither party shall request or encourage the children to hold back information from the other party which shall otherwise be divulged to the other party

by the other parent.

d. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes: (i) an unreasonable number of texts, emails, phone calls, or other contact between one parent and the other at any time; or (ii) unreasonable contact between parent and children during the other parent's parenting time.

e. Both parties shall be 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.

f. Unless otherwise agreed by the parties in writing, both parties shall be mutually restrained from going to the residence of the other party, except for child pickup or drop-offs.

g. Neither party shall use the other party's likeness, picture, name, or identification to denigrate or criticize the other party on any social media platform. If such denigration or criticism has already occurred, the party placing such items on social media shall remove such postings immediately.

h. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

17. Child Support. Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet attached hereto. For purposes of this Decree, the parties have agreed to Father's monthly gross income as \$4,554 and Mother's imputed monthly gross income as \$3,000. Father's monthly child support obligation is established at \$872 for two (2) minor children, based upon the sole physical custody worksheet.

- a. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.
- b. Child support shall continue until the child turns eighteen (18) or graduates from high school at the regular age, whichever occurs later.
- c. If child support is ever more than thirty (30) days late, payor's income may be subject to income withholding by the ORS in accordance with the Utah Code.
- d. Child support payments shall begin on July 1, 2026, and shall be paid through Zelle, unless otherwise agreed to in writing.
- e. Both parties waive any claim they may have for past child support, not including child related expenses other than child support, which are reserved.

18. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor children shall be provided by the party which can obtain the best such coverages at reasonable cost.

- a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of

Mother shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Father shall be considered the secondary coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent children and actually paid by the parents.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other

parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

19. Childcare Expenses. Each party is responsible for childcare expenses during his/her parent time, without reimbursement from the other party.

20. Tax Exemptions and Credits. Tax exemptions for the minor children shall be awarded

as follows:

- a. Mother shall be entitled to claim both children for tax purposes through the 2028 tax year.
 - b. Starting with tax year 2029, Father shall claim L.R.O. and Mother shall claim H.R.O.
 - c. When there is only one dependent child, Mother shall claim that child for the first available year and Father shall claim her alternating every other year thereafter.
 - d. If, on December 31 of any year, either party is behind on any support payments ordered pursuant to this Stipulation, that party shall waive their right to claim any minor child for that year.
 - e. The parties shall follow all IRS guidelines as to filing status.
21. **Alimony.** Each party waives any claim for alimony now and in the future.
22. **Real Property.** During the course of the parties' marriage, the parties acquired no real property.
23. **Personal Property.** During the course of the marriage relationship, the parties have acquired certain personal property. The issue of personal property has been resolved between the parties. Each party shall be awarded any personal property currently in their possession.
24. **Debts.** During the marriage, Mother and Father acquired certain debts. The issue of division of those debts has been resolved between the parties. Each party shall be responsible for any debts in their own name.

25. **Financial Accounts.** During the course of the marriage the parties acquired or added to certain bank and savings accounts. The parties have resolved that issue. Each party shall be awarded any accounts in their own names. If joint accounts are hereafter discovered, such accounts shall be divided equally and the account closed.

26. **Retirement.** During the course of the marriage, neither party opened or accumulated any retirement accounts.

27. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court before following the filing of such an action but prior to any court hearing on such action. Enforcement actions may be filed directly with the court without mediation.

28. **Attorney Fees.** Each party shall be responsible for their own attorneys fees and costs incurred to date in this matter.

-End of Order. The Court's signature appears at the top of the first page.-

Approved as to form:

/s/ Mauro Donizette De Oliveira Junior
Mauro Donizette De Oliveira Junior
Respondent
Electronically signed by Camille Mackay
With permission

CERTIFICATE OF TRANSMITTAL

I certify that on this 26th day of June 2026 I sent a true and correct copy of the foregoing document on the following parties in the following manner:

Mauro Donizette De Oliveira Junior maurodjuni@gmail.com	☐ U.S. First Class Mail ☐ Hand-delivery ☐ Fax ☒ Email ☐ Efiling
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/s/ Camille E. Mackay
CAMILLE E. MACKAY
Attorney for Petitioner