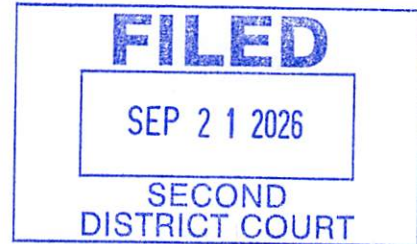


Maximiliano Angel Valenzuela
Name
1993 West 1620 North
Address
Layton, Utah 84041
City, State, Zip
801 688 9236
Phone
cabe301080@hotmail.com
Email



SECOND Judicial District DAVIS County
Court Address 800 WEST STATE STREET, P. O. BOX 769, FARMINGTON, UT, 84025

In the Matter of (select one) ☒ the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case) Maximiliano Angel Valenzuela (name of Petitioner) and Millanne Izabel Lemos Da Silva (name of Respondent) Other parties (if any)	Divorce Decree 264700294 Case Number Joseph Bean Judge Julia Winkler Commissioner (domestic cases)
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The court decrees:

Divorce

1. Maximiliano Angel Valenzuela is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Maximiliano Angel Valenzuela. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Maximiliano Angel Valenzuela and Millanne Izabel Lemos Da Silva** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

KALV 08/2014

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child: **KALV 08/2014**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Sep 1, 2015**

Address: **1993 West 1620 North, Layton, Utah 84041 United States**

(1).

Caretaker at this address: **Maximiliano Angel Valenzuela**

Caretaker current address: **1993 West 1620 North, Layton, Utah 84041**

United States

(2).

Caretaker at this address: **Millanne Izabel Lemos Da Silva**

Caretaker current address: **1993 West 1620 North, Layton, Utah 84041**

United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Maximiliano Angel Valenzuela and Millanne Izabel Lemos Da Silva's** minor children in any court or

government agency. This includes filed, pending, and completed cases.

6. **Maximiliano Angel Valenzuela and Millanne Izabel Lemos Da Silva** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Maximiliano Angel Valenzuela and Millanne Izabel Lemos Da Silva**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal Custody and that **Millanne Izabel Lemos Da Silva** be awarded Sole Physical custody. **Maximiliano Angel Valenzuela** should have parent-time at reasonable times and places. **Maximiliano Angel Valenzuela** is filing this Parenting Plan and verifies the plan is filed in good faith.

Parent-time

8. The parents will follow the parent-time schedule in the statute(s).

Children 5-18 (Utah Code 81-9-302)

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Alternate Weekends - School in Session: During the time a child's school is in session

alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.

Alternate Weekends - School not in Session: During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 7:00 p.m. on Sunday.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

Changes to Weekends: Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;
- b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special Occasion table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

Extended Parent-time notice - in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time notice - in even numbered years, the custodial parent shall

provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time notice - if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

Extended Parent-time notice - if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Weekday parent-time will be Wednesday. (81-9-302)

On school days: Parent-time begins when school is regularly dismissed and ends at 8:30 p.m. (Utah Code 81-9-302)

On days when school is not in session: Parent-time begins at 9:00 a.m. if the parent is able to be with the child and ends at 8:30 p.m. If the parent is not able to be with the child to begin parent-time at 9:00 a.m., parent time begins at 5:30 p.m. and ends at 8:30 p.m. (Utah Code 81-9-302)

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. 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 let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Maximiliano Angel Valenzuela	Millanne Izabel Lemos Da Silva
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	Odd years	Even years

Holiday	Period	Maximiliano Angel Valenzuela	Millanne Izabel Lemos Da Silva
	(c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(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 day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day 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 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
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: (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.	Even years	Odd years
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: Millanne Izabel Lemos Da Silva is the mother
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: Maximiliano Angel Valenzuela is the	

Holiday	Period	Maximiliano Angel Valenzuela	Millanne Izabel Lemos Da Silva
		father	
Summer Break	Maximiliano Angel Valenzuela will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Maximiliano Angel Valenzuela. Maximiliano Angel Valenzuela will have an additional two weeks of extended Summer Parent-time at the option of Maximiliano Angel Valenzuela, subject to weekday parent-time for Millanne Izabel Lemos Da Silva, but not weekends normally exercised by Millanne Izabel Lemos Da Silva. Maximiliano Angel Valenzuela will notify Millanne Izabel Lemos Da Silva of the summer break extended parent-time by May 1 each year. Millanne Izabel Lemos Da Silva will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Millanne Izabel Lemos Da Silva. Millanne Izabel Lemos Da Silva will notify Maximiliano Angel Valenzuela of the summer break extended parent-time by May 15 each year. If the notification by Maximiliano Angel Valenzuela is not timely, Millanne Izabel Lemos Da Silva may determine the schedule for extended parent-time for Maximiliano Angel Valenzuela, so long as Millanne Izabel Lemos Da Silva has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	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. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Millanne Izabel Lemos Da Silva's Birthday	Millanne Izabel Lemos Da Silva will have parent-time each year on Millanne Izabel Lemos Da Silva's birthday from 3:00 p.m. until the following morning when Millanne Izabel Lemos Da Silva delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Maximiliano Angel Valenzuela's Birthday	Maximiliano Angel Valenzuela will have parent-time each year on Maximiliano Angel Valenzuela's birthday from 3:00 p.m. until the following morning when Maximiliano Angel Valenzuela delivers the child to school, or 8:00 a.m. if there is no school.	All years	

Holiday	Period	Maximiliano Angel Valenzuela	Millanne Izabel Lemos Da Silva
	Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Millanne Izabel Lemos Da Silva's** home residence.

14. Maximiliano Angel Valenzuela and Millanne Izabel Lemos Da Silva has authority to check the children out of school. Maximiliano Angel Valenzuela and Millanne Izabel Lemos Da Silva has access to the children during school. If the parents cannot agree, education decisions will be made by Millanne Izabel Lemos Da Silva.

Communication with each other

15. Parents will communicate with each other by:

In person

By email: Maximiliano Angel Valenzuela cabe301080@hotmail.com
Millanne Izabel Lemos Da Silva millalemos16@gmail.com

By texting: Maximiliano Angel Valenzuela (801) 688-9236
Millanne Izabel Lemos Da Silva (385) 445-6862

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than 7 days, the parent arranging the travel will notify the other parent at least 15 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 15 days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **NO travel outside of the country**

Child care

22. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Relocation of a parent

23. Neither parent may relocate with the minor children more than **50 miles** from their current residence without a written agreement signed by the parties or further court order.

24. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the the parent who moved**.

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

27. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Maximiliano Angel Valenzuela) (Utah Code 81-6-203)

28. **Maximiliano Angel Valenzuela's** gross monthly income for child support purposes is **\$3333**. **Maximiliano Angel Valenzuela** base child support amount using the sole custody calculation is **\$455**. **Maximiliano Angel Valenzuela** receives the following gross monthly income:

a. **Maximiliano Angel Valenzuela** is employed at **M & L Countertops LLC**. **Maximiliano Angel Valenzuela** earns **\$3333.33** gross (pre-tax) monthly income working a 40-hour a week job or less.

b. The adjusted gross monthly income for **Maximiliano Angel Valenzuela** is **\$3333**.

Income: Respondent (**Millanne Izabel Lemos Da Silva**) (Utah Code 81-6-203)

29. **Millanne Izabel Lemos Da Silva's** gross monthly income for child support purposes is **\$1500**. **Millanne Izabel Lemos Da Silva's** base child support amount using the sole custody calculation is **\$134**. **Millanne Izabel Lemos Da Silva** receives the following gross monthly income:

a. **Millanne Izabel Lemos Da Silva** is employed at **Millanne Izabel Lemos Silva**. **Millanne Izabel Lemos Da Silva** earns **\$1500** gross (pre-tax) monthly income working a 40-hour a week job or less.

30. The adjusted gross monthly income for **Millanne Izabel Lemos Da Silva** is **\$1500**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

31. **Maximiliano Angel Valenzuela** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are common agreement.

32. It is in the best interest of the children that **Maximiliano Angel Valenzuela** be ordered to pay child support to **Millanne Izabel Lemos Da Silva** as follows:

a. **\$600.00** per month. This deviates from the Utah Uniform Child Support Guidelines.

b. Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

33. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

34. Child support will be paid as follows:

Maximiliano Valenzuela pays directly to Millanne Silva (check)

35. The issue of past-due child support may be decided by future court or administrative action.

36. **Maximiliano Angel Valenzuela** and **Millanne Izabel Lemos Da Silva** will each pay

half of any ORS fee.

- a. If a fee is withheld from payments to **Millanne Izabel Lemos Da Silva, Maximiliano Angel Valenzuela** will reimburse **Millanne Izabel Lemos Da Silva** for half the fee.

37. The parties must notify each other within 30 days of any change in their income.

38. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

39. **Maximiliano Angel Valenzuela** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

40. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

41. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

- a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Maximiliano Angel Valenzuela's** insurance will be primary coverage.
- **Millanne Izabel Lemos Da Silva's** insurance will be secondary coverage.

- b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Maximiliano Angel Valenzuela's** spouse's insurance will be primary coverage.
- **Millanne Izabel Lemos Da Silva's** spouse's insurance will be secondary coverage.

- c. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
- e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

42. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

43. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

44. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Debts

45. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

46. The parties acquired the following real property during the marriage:

a.

Description: **house**

Address: **1993 West 1620 North, Layton, Davis, Utah 84041 United States**

Tax ID: **10-053-0112**

Legal Description: **All of lot 112, Park West Estates Sub. No 3. Cont. 0.246**

acres

Date property acquired: **Jul 10, 2015**

Names on title: **Maximiliano Valenzuela**

Original cost: **\$154,000**

Current value: **\$440,000.00**

Property values estimated: **yes**

Estimation basis for property value: **round the numbers and Zillow**

Disposal: **We agreed that we are selling the property and we ll pay off the mortgage and the HELOC loan on the property. once all is paid off, we ll split the profit 50% each.**

i.

Creditor: **N/A**

Names on mortgage: **Max Valenzuela**

Date mortgage acquired: **Jul 10, 2015**

Mortgage balance: **\$94,000.00**

Monthly payment: **\$1,007.40**

Mortgage values estimated: **yes**

Estimation basis for mortgage balance: **round the number**

This mortgage will be paid as follows after the divorce: **Maximiliano Angel Valenzuela will pay the entire debt. Maximiliano Angel Valenzuela will provide a copy of the divorce decree to the lender.**

Alimony

Millanne Izabel Lemos Da Silva's Financial Need

47. Millanne Izabel Lemos Da Silva's ability to earn (after taxes) is **\$1,300.00** per month. This amount is based on these sources of income:

Monthly Ability to Earn

Source

Monthly income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime) \$ 1300

Rental income \$

Business income \$

Interest \$

Income from interest refers to the money you earn as a result of lending money to others or depositing money in an interest-bearing account.

Dividends \$

Dividends refer to a portion of a company's profits paid out to its shareholders as a form of return on their investment.

Retirement income (including pensions, 401(k), IRA, etc.) \$

Worker's Compensation \$

Social Security Disability (SSDI) \$

Supplemental Security Income (SSI) \$

Social Security (Other than SSDI or SSI) \$

Private Disability Insurance \$

Unemployment benefits \$

Education benefits (Including grants, loans, cash scholarships, etc.) \$

Veteran's Benefits \$

Alimony (from a prior marriage) \$

Child Support (from a prior order) \$ 0

Payments from civil litigation \$

Payments from civil litigation refer to the compensation received by an individual or entity as a result of a legal dispute settled through the court system such as a settlement or court-awarded damages.

Victim restitution \$

Victim restitution refers to the court-ordered payment made by a convicted offender to their victim(s) as a form of compensation for the harm or losses caused by their criminal actions.

Utah Cash Assistance \$ _____

Family Employment Program (FEP), etc.

Federal Cash Assistance \$ _____

Temporary Assistance for Needy Families (TANF), etc.

Financial support from household members \$ _____

Financial support from household members refers to the money received by an individual from other members of their household, such as a spouse, parent, or child, to help cover living expenses or other financial obligations.

Financial support from non-household members \$ _____

Financial support from non-household members refers to the money received by an individual from someone who is not a member of their household, such as a friend, relative, or member of a charitable organization, to help cover living expenses or other financial obligations.

Trust income \$ _____

Trust income refers to the money earned by a trust, a legal arrangement where a trustee holds and manages assets on behalf of beneficiaries, typically through investments, rental income, or interest on financial instruments.

Annuity income \$ _____

Annuity income refers to the periodic payments received by an individual from an annuity, a financial product that provides a guaranteed stream of income for a fixed period or for the rest of the individual's life in exchange for a lump sum or series of payments made to the annuity provider.

_____ \$ _____

_____ \$ _____

Total Gross Monthly Income \$ 1300

Monthly Tax Deductions from Ability to Earn

Type of Deductions	Amount
Federal Income Tax	\$ _____
State Income Tax	\$ _____
Municipal Income Tax	\$ _____
FICA	\$ _____

Medicare \$ _____

Total Monthly Tax Deductions \$ _____

48. **Millanne Izabel Lemos Da Silva** will be receiving **\$455.00** per month in child support in this case.

49. **Millanne Izabel Lemos Da Silva's** current reasonable monthly expenses are as follows:

Rent or Mortgage \$ 0
Real estate taxes (if not \$ 0
included in mortgage)
Real estate insurance (if not \$ 0
included in mortgage)
Real estate maintenance \$ 0
Food and household \$ 250
supplies
Clothing \$ 100
Automobile payments \$ 680
Automobile insurance \$ 0
Automobile fuel \$ 150
Automobile maintenance \$ 150
Other transportation costs \$ 0
(public transportation,
parking, etc.)
Utilities (such as electricity, \$ 0
gas, water, sewer, garbage)
Telephone \$ 75
Paid television, cable, \$ 0
satellite
Internet \$ 0
Credit card payments \$ 0
Loans and other debt \$ 0
payments
Alimony from previous \$ 0
marriages
Child support

	\$ 0	
Child care	\$ 0	
Extracurricular activities for children	\$ 0	
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses (excluding insurance listed above)	\$ 0	
Other insurance	\$ 0	
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income withholding order	\$ 0	
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0	
Other	\$ 0	
Other	\$ 0	
Total current monthly expenses	\$1405	

50. Millanne Izabel Lemos Da Silva's marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0

Real estate maintenance\$ 0
 Food and household\$ 250
 supplies
 Clothing\$ 100
 Automobile payments\$ 680
 Automobile insurance\$ 0
 Automobile fuel\$ 100
 Automobile maintenance\$ 0
 Other transportation costs\$ 0
 (public transportation,
 parking, etc.)
 Utilities (such as electricity,\$ 0
 gas, water, sewer, garbage)
 Telephone\$ 75
 Paid television, cable,\$ 0
 satellite
 Internet\$ 0
 Credit card payments\$ 0
 Loans and other debt\$ 0
 payments
 Alimony from previous\$ 0
 marriages
 Child support\$ 0
 Child care\$ 0
 Extracurricular activities for\$ 0
 children
 Education (children)\$ 0
 Education (self)\$ 0
 Health care insurance\$ 0
 Health care expenses\$ 0
 (excluding insurance listed
 above)
 Other\$ 0
 insurance
 Entertainment\$ 0

Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income withholding order	\$ 0	
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0	
Other	\$ 0	
Other	\$ 0	
Total marital monthly expenses		\$1205

51. The difference between **Millanne Izabel Lemos Da Silva's** monthly net income (including child support) and monthly expenses is **\$0.00** based on **current** expenses. This is **Millanne Izabel Lemos Da Silva's** monthly financial need.

Maximiliano Angel Valenzuela's Ability To Pay

52. **Maximiliano Angel Valenzuela's** net income (after taxes) is **\$3,333.33** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 3333.33
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0

Supplemental Security Income (SSI)	\$ 0	_____
Social Security (Other than SSDI or SSI)	\$ 0	_____
Private Disability Insurance	\$ 0	_____
Unemployment benefits	\$ 0	_____
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0	_____
Veteran's Benefits	\$ 0	_____
Alimony (from a prior marriage)	\$ 0	_____
Child Support (from a prior order)	\$ 0	_____
Payments from civil litigation	\$ 0	_____
Victim restitution	\$ 0	_____
Utah Cash Assistance	\$ 0	_____
Federal Cash Assistance	\$ 0	_____
Financial support from household members	\$ 0	_____
Financial support from non- household members	\$ 0	_____
Trust income	\$ 0	_____
Annuity income	\$ 0	_____
_____	\$ 0	_____
_____	\$ 0	_____
Total Gross Monthly Income	\$ 3333.33	_____

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0 _____
State Income Tax	\$ 0 _____

Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0
Total Monthly Tax Deductions	\$ 0

53. Maximiliano Angel Valenzuela will be paying \$455.00 per month in child support in this case.

54. Maximiliano Angel Valenzuela's current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 1200
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 700
Clothing	\$ 0
Automobile payments	\$ 600
Automobile insurance	\$ 200
Automobile fuel	\$ 200
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 100
Paid television, cable, satellite	\$ 200
Internet	\$ 50
Credit card payments	\$ 0
Loans and other debt	

payments	\$ 0	
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 0	
Extracurricular activities for	\$ 0	
children		
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses	\$ 0	
(excluding insurance listed		
above)		
Other		\$ 0
insurance		
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other		\$ 0
Other		\$ 0
Total marital monthly expenses		<u>\$3250</u>

55. The difference between Maximiliano Angel Valenzuela's monthly net income and monthly expenses (including child support) is \$0.00. This is Maximiliano Angel Valenzuela's ability to pay alimony each month.

56. Maximiliano Angel Valenzuela and Millanne Izabel Lemos Da Silva have been

married for 5 years and 7 months.

57. The value of real property during the marriage is **\$440,000.00**

58. The value of personal property during the marriage is **\$0.00**.

Alimony Payment

59. **Maximiliano Angel Valenzuela** will pay **Millanne Izabel Lemos Da Silva** **\$200.00** in alimony each month.

60. These are the reasons for this amount: **common agreement, legal amount time 5 years 7months or untill she marries**

61. Alimony will start the month immediately following entry of the divorce decree.

62. The payment schedule will be:

a. **once a month with child support pyment**

63. **Maximiliano Angel Valenzuela's** alimony obligation will end the earliest of the following:

- 5 years and 7 months.
- If **Millanne Izabel Lemos Da Silva** dies.
- If **Millanne Izabel Lemos Da Silva** remarries.
- If **Millanne Izabel Lemos Da Silva** cohabits. Cohabitation must be proven in court before **Maximiliano Angel Valenzuela** stops paying alimony.

Retirement money

64. The parties do not need a court order about retirement money.

Duty to sign documents

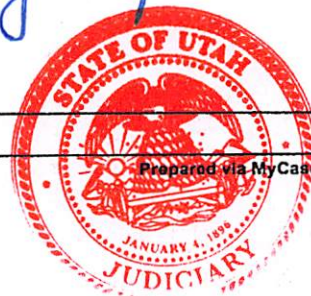
65. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

Date **9-21-26**

Signature ▶ **Joseph M. Dean**

Judge _____





Date Signature ▶ _____

Commissioner _____

Approved as to Form.

Other Party
Signature ▶

Millanne Izabel Lemos Da Silva

Other Party
Name Millanne Izabel Lemos Da Silva

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Millanne Izabel Lemos Silva**

Method of service: **Hand Delivery**

Address: **1993 West 1620 North, Layton, UT, 84041**

Date of Service: **Sep 3, 2026**

Date Signature ▶ *Maximiliano Valenzuela*

Printed Name Maximiliano Valenzuela