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IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH

In the Matter of the Marriage of

MARK ALAN ROBERTS,

Petitioner,
and

WILIANE COUTINHO ROBERTS,

Respondent.

DECREE OF DIVORCE
AND JUDGMENT

Civil No. 264903438 DA

Judge ROBERT FAUST

Commissioner MICHELLE BLOMQUIST

The above-entitled matter came before the Honorable Judge ROBERT FAUST.

Petitioner, MARK ALAN ROBERTS, (herein after referred to as “Mark” or “Petitioner”) was represented by Christopher J. Martinez, LEGAL AID SOCIETY OF SALT LAKE. Respondent, WILIANE COUTINHO ROBERTS, (herein after referred to as “Wiliane” or “Respondent”) was regularly served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters Wiliane's default. Mark has attended the Mandatory Divorce Education Course and said attendance has been waived for Wiliane. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Mark is hereby awarded a Decree of Divorce from Wiliane, such to become final

upon signature and entry herein.

Provisions Relating to the Children of the Marriage

2. There has been one (1) minor child born as issue of this marriage, to wit:

R.L.R., born January of 2014.

Provisions Relating to Child Custody and Parent-Time

3. Both parties are awarded joint legal and joint physical custody of the minor child of the parties with an equal parent-time schedule. Pursuant to Utah Code § 81-6-206 for the purpose of calculating child support **Wiliane** will have the child 183 overnights as the parent who has the lower gross monthly income and **Mark** will have the child 182 overnights. Notwithstanding the designation of overnights for child support calculation, under the equal parent-time schedule, neither parent is considered to have the child the majority of the time for the purpose of Utah Code § 81-9-205(10) or § 81-9-203 regarding decision-making authority. Decision making authority is specified in the Parenting Plan herein.

4. Unless the parents agree otherwise and subject to a holiday, the equal parent-time schedule shall be as follows:

- a. Unless the parents agree otherwise and subject to a holiday, the equal parent-time schedule is on a week-on, week-off basis with the parties doing transfers on: Monday by delivering the child to school, or if school is not in session, Monday at 8 a.m.

- b. Each year a parent may designate two (2) consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. In order for the parents to be able to plan summer schedules, in even numbered years Mark shall make a designation by April 15th and Wiliane shall make a designation by May 1st. In odd numbered

years Wiliane shall make a designation by April 15th and Mark shall make a designation by May 1st. If the parent making the earlier designation fails to do so by April 15th, the parent making the later designation by May 1st governs for that year. The two consecutive weeks shall take precedence over all holidays except for Mother's Day and Father's Day.

c. **Modify schedule:** Once a parent-time schedule has been established for a minor child, the parties may only modify the parent-time schedule if:

- (1) there is mutual consent of the parties to the modification that is in writing and signed by both parties; or
- (2) the court modifies the parent-time schedule in a new order.

d. **Holiday schedule:** The parents may create their own holiday schedule. If the parents are unable to create a holiday schedule, the following schedule pursuant to Utah Code § 81-9-302 shall apply for equal parent time:

HOLIDAY	HOLIDAY TIME PERIOD	Years Non-custodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day:	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd Years	Even Years
President's Day:	(1) Holiday begins (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even Years	Odd Years
Spring	(1) Holiday begins at	Odd Years	Even Years

Break:	(a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Memorial Day:	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day:	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day:	(1) Holiday begins at 5:30 p.m. on the day before Father's Day.. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
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 5:30 p.m. (2) Holiday ends on July 5 th at 8:30 p.m.	Odd Years	Even Years
Pioneer Day:	(1) Holiday begins on July 23 rd at 5:30 p.m. (2) Holiday ends on July 25 th at 8:30 p.m.	Even Years	Odd Years
Fall Break:	(1) Holiday begins (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd Years	Even Years
Halloween:	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or	Even Years	Odd Years

	(b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.		
Thanksgiving Holiday:	(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 8:30 p.m. on the day before school resumes.	Even Years	Odd Years
Winter Break (First Half):	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday (2) Holiday ends on December 27 th at 8:30 p.m.	Odd Years	Even Years
Winter Break (Second Half):	(1) Holiday begins on December 27 th 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
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd Years	Even Years

5. Pursuant to Utah Code 26B-2-244, both parents shall have the right to obtain and access the medical records that pertain to the parent's child.

6. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party to do 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 minor child from such circumstances.

a. Both parents shall restrain from disparaging the other in the presence of the minor child or on social media and shall prevent third parties from doing the same.

b. Both parents shall restrain from harming or threatening harm to the other party and shall prevent third parties from doing the same.

c. Both parents shall restrain from discussing the case, child support, or other adult topics with, within earshot or in the presence of the minor child and shall prevent third parties from doing the same.

d. Mark and Wiliane (and any future stepparents) shall communicate and be responsible for the pick up and drop off exchanges of the minor child for parent-time.

e. The parents shall use their best efforts to communicate with each other often about the minor child in the most reasonable manner, whether in person, by phone, via text message, email or letter.

PARENTING PLAN

7. The following provisions based upon the Advisory Guidelines of the Utah Code § 81-9-202 and § 81-9-101 through § 81-9-204(10) shall apply to govern all parent-time arrangements.

Information Sharing

a. The parents will develop a working relationship as co-parents built on respect and cooperation. Both parents will do their best to listen to each other and try to be understanding of the other's point of view.

b. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within 24 hours of the change. Both parents shall also provide their contact information to all third

parties who are important in the child's life, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

c. Both parents shall have access to all records of the child including, but not limited to, school, medical, dental, and psychological records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the child. The parents will make arrangements with the minor child's schools for each parent to receive a copy of the child's report cards, school calendars, etc.

d. Unless each parent has independent access to this information, each parent shall share with the other all school work, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor child. Further, unless each parent has independent access to this information, each parent shall take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices and other significant events involving their child.

Co-Parenting Conduct

e. Both parents shall engage in civil communication and adopt a method of communication such as telephone, text, email, co-parenting apps, etc. to discuss matters relating to the minor child with each other only and shall avoid using the minor child to relay messages or information.

f. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent while in the presence of the minor child or on social media platforms and shall proactively restrain third parties from doing so.

g. Both parents shall support each other in their respective parenting roles and encourage a positive relationship between the child and the other parent and encourage third parties to do the same. The parties shall respect the child's rights to have a meaningful bond with each parent, stepparents, and other relatives.

h. Both parents shall allow communication between the child and the other parent at reasonable hours and for reasonable duration.

i. Both parents shall refrain from consuming alcohol to excess, using any illegal substances, or taking prescription drugs for other than their prescribed uses during or immediately prior to exercising parent-time and shall restrain third parties from doing the same.

j. Both parents are restrained from smoking cigarettes, e-cigarettes, vapes, etc. immediately before and during all periods of parent-time with the minor child and shall restrain third parties from doing the same.

Parent-Time

k. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent wrongfully denies parent-time as set forth herein without agreement by the other party, that parent will pay all costs associated with mediation or litigation associated with resolving the violation and to ensure future compliance.

l. Notwithstanding the above provision, both parents shall be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment, but not unreasonably refuse.

m. Both parents shall give special consideration to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedules.

n. Neither parent shall schedule or promote to the child events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the following manner: The requesting parent will notify the other parent of the event or activity and discuss with them the benefits of the child's attendance prior to discussing it with the child. If the other parent has something scheduled or decides that the child cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the child.

o. For school and other purposes, the residence of the parties' minor child shall be with Mark or Wiliane, according to mutually-agreed-upon scheduling.

p. Both parents shall have access to the child during school and authority to check the child out of school.

q. Regular school hours may not be interrupted for school-aged child/ren for the exercise of parent-time by either parent unless agreed to in writing.

r. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

s. Both parents shall have the child ready for transfers and at the appointed time. If a parent is unable to transfer the child because of unforeseen circumstances, that parent shall immediately notify the other parent and attempt to make mutually agreeable alternate

arrangements. If a parent is more than 20 minutes late for a transfer, the other parent is not required to wait, and it is up to the parent who cannot comply with the appointed transfer to make alternate arrangements.

Decision Making

t. The parent who has physical custody of the child may make day-to-day decisions without having to consult with the other parent.

u. When there is a major decision regarding the minor child such as medical, dental, psychological treatment, education, extracurricular activities, religious upbringing, etc., the parents agree to work together in good faith, share relevant information and engage in meaningful consultation with one another to reach a mutual decision that is in the best interest of the child.

v. If the parents cannot reach a mutual decision, **Mark** will make the final decision.

w. If the other parent believes that said decision is contrary to the best interests of the child, that parent may arrange for mediation of the issue through a mutually agreed upon mediator, or through Utah Dispute Resolution if they cannot agree. The requesting parent shall pay the cost of mediation, subject to further order of the court. If the parents reach an agreement in mediation, a copy of the agreement shall be provided to both parents. If the parents cannot reach an agreement at mediation, a parent may file a motion with the court to address the issue. In resolving the issue, the court may award attorney fees, mediation costs and other financial sanctions to the prevailing party.

Health Care

x. A parent shall notify the other parent of significant illnesses involving the child and any information relating to the child's medications.

y. In the event of a medical emergency involving the child, the parent with whom the child is with at the time of the medical emergency may make emergency treatment decisions regarding the minor child and must notify the other parent of the medical emergency immediately.

z. The parent that provides insurance for the minor child shall give the other parent a duplicate insurance card to present to health care providers.

aa. Both parents are entitled to initiate their own relationship with their minor child's health care providers and have complete access to their records.

Child Care

bb. Parental care is presumed to be better care for the child than surrogate care and the parents agree to cooperate in allowing the parent who is willing and personally able to do so to provide the childcare. Childcare arrangements existing during the relationship are preferred, as are childcare arrangements with nominal or no charge.

cc. In the event that surrogate care providers are utilized by the parents, each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

dd. If either party is unable to personally care for the parties' minor child for a period of four (4) hours or more, the other party is entitled to the right of first refusal to provide said childcare if personally available to do so. The parent exercising their "right of first refusal" will

be responsible for picking up and dropping off the minor child unless the parties agree otherwise in writing.

Vacations / Travel

ee. If a parent travels with the child out of the State of Utah, the traveling parent shall provide to the other the following information at least 24 hours before the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the child or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

ff. If a parent intends to travel outside of the country, that parent shall provide notice to the other parent at least four (4) weeks prior to the date of departure and shall provide the following to the non-traveling parent (1) an itinerary of travel dates, (2) destinations, (3) places where the child or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

i. Any travel out of the country must be agreed to in writing.

ii. Neither parent shall unreasonably withhold consent for international travel with the child, and each party shall cooperate fully to provide passports and other travel documents and/or permissions required for agreed upon international travel.

iii. The child's travel expenses (for transportation and other expenses during the travel period) shall be the responsibility of the parent with whom the child is traveling. Child support is independent of this, and will be paid according to those arrangements.

Relocation

gg. Should either parent permanently relocate from the State of Utah, said relocation would constitute a change of circumstances that would allow the issue of joint physical custody to be re-examined.

hh. In the event that either parent relocates more than 150 miles from their current residence, the guidelines for notification, parent-time, and transportation costs of the “Relocation Statute” outlined in U.C.A. § 81-9-209 shall apply.

Child’s Needs

ii. The parties acknowledge that all children share common needs regarding their parents and both parents should work to ensure that these needs are being met:

i. A child should be able to love and be loved by both parents without feeling guilt or disapproval.

ii. A child should be protected from parents’ anger with each other.

iii. A child should be kept out of the middle of the parents’ conflict, including not having to pick sides, carry messages, or hear complaints about the other parent.

iv. A child should not be placed in a situation where they have to choose one of the parents over the other.

v. A child should not have to feel responsible for the burden of either of the parents’ emotional problems.

vi. A child should know well in advance about important changes that will affect the child’s life; for example, when one of the parents is going to move or get remarried.

vii. A child should have reasonable financial support during their childhood.

viii. A child has feelings and should be able to express their feelings, and both parents should listen to how the child feels.

ix. A child should be able to just be a child.

END OF PARENTING PLAN

Provisions Relating to Child Support Payments

8. Based on Mark's eyesight limitations (2024 Vitrectomy surgery, etc., on his right eye after a badly-detached retina) he is limited to working 30 hours per week on average, earning \$20.00 per hour, which is a gross monthly income of \$2,600.

9. Upon information and belief, Wiliane is employed, earns **\$18.50** per hour, works 28 hours per week and therefore grosses **\$2,245** per month.

10. Pursuant to Utah Code § 81-6-202 Mark is ordered to pay child support to Wiliane commencing on August 1, 2026, the first day of the first month following the filing of the Petition for Divorce on July 2, 2026, as follows:

a. The sum of **\$30** per month as base support for the minor child of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. Pursuant to Utah Code Ann. § 26B-9-403 the obligor parent (non-custodial parent) shall make child support payments directly to the obligee parent (custodial parent) as follows:

i. Mark will pay Wiliane via Zelle, which is already set up between them. Payments can be verified via online bank account login and on bank statements.

ii. Pursuant to Utah Code § 81-7-102, unless otherwise specified, all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first day of each month. However, any party may subsequently pursue income withholding through the Office of Recovery Services upon the date payment of child support becomes delinquent, the obligor or obligee requests, or the date the court or administrative body so modifies the order.

d. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Mark in addition to the base child support obligation.

e. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

f. Any Office of Recovery Service fee shall be paid by Mark. If Wiliane is the ORS applicant and the fee is withheld by ORS from payments to Wiliane, Mark shall reimburse Wiliane for the fee.

g. The issue of child support arrearages, including child support owing or accruing prior to the entry of a court's order, may be determined by further judicial or administrative determination.

h. Pursuant to Utah Code § 81-6-104 and 204 each parent's child support obligation shall be established in proportion to their adjusted gross incomes. Except during periods of court-ordered parent-time, if physical custody of the children changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent who has physical custody, to a relative to whom physical custody of the children have been voluntarily given, or to the state if the children are in state custody.

i. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support, unless otherwise provided in the order. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the original order.

j. Under Utah Code § 81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-211 if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

k. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4) the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

Provisions Relating to Health Insurance

11. Pursuant to U.C.A. § 81-7-102, (1953, as amended) the parent(s) shall provide

health care coverage, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent child.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium 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 minor children of the parties in this case.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided will reimburse the parent

who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in 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 **Wiliane** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **Mark** shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

Provisions Relating to Child Care Expenses

12. As the parties' minor child is school-aged, paid child care is not at issue between the parties. If child care becomes an issue, both parties shall share the expense equally pursuant to Utah Code § 81-6-209.

Provisions Relating to Debts and Obligations

13. Each party shall assume and pay the following:

<u>Mark</u>	<u>Wiliane</u>
100% of the total owing to Citibank Mastercard Flex Plan Loan (total owed is \$9,948).	0% of the total owing to Citibank Mastercard Flex Plan Loan (total owed is \$9,948).
100% of the total owing to Citibank Visa Card payment arrangement (total owed is \$14,003).	0% of the total owing to Citibank Visa Card payment arrangement (total owed is \$14,003).
100% of the total owing to American Express Blue Card payment arrangement (total owed is \$5,976).	0% of the total owing to American Express Blue Card payment arrangement (total owed is \$5,976).
100% of the total owing to Wells Fargo VISA	0% of the total owing to Wells Fargo VISA

Signature Card payment arrangement (total owing is \$5,575).	Signature Card payment arrangement (total owing is \$5,575).
100% of the total owing on a Signature Loan through Mountain America Credit Union (total owed is \$15,653).	0% of the total owing on a Signature Loan through Mountain America Credit Union (total owed is \$15,653).
100% of the total owing on a student loan from when Mark went back to school during the marriage to add a teaching license to his preexisting degree (total owed is \$4,165).	
100% of the total owing on an auto loan through America First Credit Union for the 2019 Chevy Cruze. Mark will continue to pay and retain the car (total owed is \$10,908).	

a. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

b. Pursuant to Utah Code § 81-4-406(3) the parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

Provisions Relating to Personal Property

14. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties are awarded said property as they have heretofore divided it.

Provisions Relating to Real Property

15. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Provisions Relating to Alimony

16. Neither party is awarded alimony.

Provisions Relating to Pension and Related Assets

17. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Miscellaneous Provisions

Taxes

18. Wiliane is entitled to claim the parties' minor child as a dependent for the purpose of filing federal and state income tax returns for **odd** numbered tax years. Providing that Mark is current in all child support obligations herein and current in all other financial obligations herein, Mark is entitled to claim the parties' minor child as a dependent for the purpose of filing federal and state income tax returns for **even** numbered tax years.

a. In the event Mark is not current in all child support obligations and all other financial obligations herein by December 31st of each tax year allotted to Mark, Wiliane shall be entitled to claim the parties' minor child as a dependent for the purpose of filing federal and state income tax returns for said tax year.

Attorney Fees

19. Each party is ordered to assume his/her own costs and attorney fees incurred in prosecuting this action.

Name Change

20. Wiliane is restored the use of her former name, **WILIANE COUTINHO DE SOUZA**, if she so desires.

Other

21. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of August 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served ☐ via the court's electronic filing system, ☒ by mail postage prepaid, ☐ via hand-delivery, ☐ via facsimile, ☐ via e-mail, as addressed, to:

WILIANE COUTINHO ROBERTS, *Respondent*
11676 S. GRANDVILLE AVE.
SOUTH JORDAN, UT 84009

/s/ Kristie Cowman

Kristie Cowman, Paralegal to
Christopher J. Martinez, Attorney for
Petitioner