



Joshua Lucherini, Esq. (16501)
FAIR PRICE LAWYERS
2150 South 1300 East, Suite 500
Salt Lake City, UT 84106
Phone: (801) 999-0104
info@fairpricelawyers.com

Attorney for JESSICA MADRID

IN THE THIRD JUDICIAL DISTRICT COURT,
STATE OF UTAH, COUNTY OF SALT LAKE
450 State St., Salt Lake City, Utah 84111

In the matter of the marriage of JESSICA R. MADRID, Petitioner, and STEVEN MARCUS MADRID, Respondent.	DECREE OF DIVORCE Case No. 254905620 Discovery Tier: 4 Judge: Hon. Derek Williams Comm.: Hon. Michelle Blomquist
--	---

Before the Court is the above-captioned matter. The Honorable Derek Williams is the presiding judge. Petitioner JESSICA MADRID is represented by Joshua R. Lucherini, Esq. The default of Steven Marcus Madrid has been entered. The Court previously entered Findings of Fact and Conclusions of Law in this matter. The Court, having reviewed the filings in this matter, and being otherwise fully advised, enters the following orders:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DIVORCE AND GROUNDS

1. The parties have experienced irreconcilable differences.

CHILDREN

2. The parties have conceived, born, or adopted three children together.
3. Pursuant to Rule 4-202.02 of the U.C.A. of Judicial Administration, the names, and birth dates of the minor children were submitted to the court on the Non-Public Information-Minors form. The initials, birth month, and birth year of each minor child are as follows: J.M. (January 2019); L.M. (March 2021); and P.M. (February 2025).

PARENTAGE

4. Jessica and Marcus are the legal parents of the foregoing children under Utah's Uniform Parentage Act, U.C.A. § 78B-15-101 *et seq.*

CHILD CUSTODY

11. The parties shall share joint legal custody of the subject children.
12. The parties shall follow the statutory advisory guidelines contained in U.C.A. Section 81-9-205.
13. Jessica shall have sole physical custody of the subject children. U.C.A. § 81-9-101(5) defines "Joint physical custody" as a parent time arrangement in which the child stays with each parent overnight for more than 30% of the year or 110 or more overnights per year.

PARENTING PLAN

14. The parties shall abide by the following parenting plan:

*****START OF PARENTING PLAN*****

15. Regular Residential and Parent-Time Schedule: The parties shall follow

parent-time schedule described in Utah Code Section 81-9-302 regarding their children who are over four (4) years of age, with Jessica being the custodial parent. For children under four (4) years of age, the parties shall follow parent-time schedule described in Utah Code Section 81-9-304, with Jessica being the custodial parent.

16. For extended summer parent-time, the parties shall notify each other prior to April 1st each year as to when they want to exercise their extended summer parent-time. Marcus shall have first pick during even years, and Jessica shall have first pick during odd years.

17. Parent-Time Exchanges: Unless otherwise agreed, parent time exchanges shall occur curbside at the residence of the parent whose parent time is ending. A stepparent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent and the child are aware of the identity of the individual, and the receiving parent will be with the child within two hours. The parties shall endeavor to have the child ready for parent-time with the other party. The parties shall bear their own transportation costs associated with parent time exchanges.

18. Decision-Making Authority: Day-to-day and emergency decisions involving the children shall be made by the parent who is with the children at that time. If the parties disagree on a significant decision regarding the children, e.g., education, healthcare, and religious upbringing, Jessica shall have presumptive decision-making authority subject to the other party's

right to seek court intervention.

19. Mediation. Either party may request that the parties participate in a mediation to resolve a significant dispute regarding the children, including disputes regarding e.g., education, healthcare, and religious upbringing.

Upon request, both parties shall cooperate to schedule the mediation within a reasonable time; shall participate in mediation in good faith; and shall pay equal shares of the mediator's fees. If the parties cannot agree on which mediator to use, then Utah Dispute Resolution shall be used. If after mediation the matter is still unresolved, either party may request that the court decide the matter. Utah Dispute Resolution is a low-cost alternative.

They usually have good availability as well. To learn more, visit

<https://www.utahdisputeresolution.org> or call (801) 532-4841.

20. Residence for Purposes of Determining Children's School: Jessica shall be the residential parent for the purpose of determining where the children will attend school.

21. Virtual Parent-Time: Each party shall have the right to contact the children by phone at reasonable times and for reasonable lengths as agreed. The parties shall not censor, unreasonably monitor, and/or interfere with the children's communications with the other parent. The parties shall encourage the children to participate in said phone calls. If the parties cannot agree, then a phone call may take place once between 8 a.m. and 8 p.m. This call will not be unreasonably denied by the residing parent, as long as it does not

conflict with existing plans, scheduled events, or interfere with the children's customary routine, thereby causing emotional discomfort.

22. Surrogate Care Providers: Each parent shall provide all surrogate providers, e.g., daycare 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.

23. Car Seats and Booster Seats: The children shall be secured in a restraint device, such as a car seat or a booster seat, in compliance with U.C.A. § 41-6a-1803, while being transported in any motor vehicle capable of installation of said device, e.g., any passenger car, truck or sport utility vehicle.

24. Breastfeeding: Parents shall communicate regarding the child's feeding, sleep, and overall well-being to maintain consistent care. The noncustodial parent shall follow the established feeding and bedtime routines and notify the primary parent of any health or behavioral concerns.

25. Illness or School Absence: If a child is ill or unable to attend school, the parent with whom the child is staying shall be responsible for transporting the child to the other parent, unless both parties mutually agree otherwise. If transportation is impractical, the exchange may occur at a mutually agreed-upon halfway point.

26. Right of First Refusal: If either parent or grandparent is unable to

personally care for the children for a period of two (2) hours or longer during their scheduled parent-time, that parent shall first offer the other parent the opportunity to care for the children before arranging alternate childcare.

27. Transportation and School Pick-Up Restrictions: Only the parents themselves or mutually approved adults may pick up or drop off the children from school or activities. Older siblings shall not transport or supervise the children with friends unless both parents mutually agree in advance. If the non-custodial parent or grandparent is unavailable to pick up the children at the end of the school day, the custodial parent shall have the first right of refusal to do so. The other parent shall pick up the children directly from that parent when available.

28. No Overnights or Sleepovers with Roommates: Neither parent shall exercise overnight parent-time while residing with roommates. Additionally, there shall be no overnight guests involving unrelated adults while the children are present.

29. Health Insurance Notification: Each parent shall immediately notify the other if the children lose health insurance coverage for any reason and shall cooperate to ensure continuous coverage is maintained.

30. Sharing of Summer School and Camp Costs: The parents shall equally share the reasonable costs of summer school, educational programs, camps, or enrichment activities for the children.

31. Special Events and Family Functions: Each parent shall make

reasonable efforts and special consideration to allow the children to attend significant family functions, ceremonies, or events with the other parent's family, provided such events do not unreasonably interfere with scheduled parent-time.

32. Relocation: In the event a party decides to move more than 150 miles away from the residence of the other parent, the moving parent will provide to the other parent, if possible, 60 days advance written notice of the intended move, affirming that: (1) the parent-time provisions in U.C.A. § 81-9-209 or a schedule agreed to by the parties will be followed; and (2) the moving parent will not interfere with the other's parent-time rights. If the moving parent fails to notify the other parent of the intended move, then the moving parent can be found in contempt of court. The parties will modify the parenting plan, including transportation costs, in light of the best interests of the children, considering also the provisions of U.C.A. § 81-9-204.

33. Overnight and Out-of-State Travel: For emergency purposes, whenever a child travels with either parent overnight or out-of-state, all the following will be provided to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the child or traveling parent can be reached; and
- d. the name and telephone number of an available third person who would be knowledgeable of the child's location.

34. Mutual Restraining Orders: Regarding child custody, child support, parent-time and co-parenting matters:

- a. Communications between the parties regarding child custody, child support, parent-time and co-parenting matters must be civil and respectful.
- b. The parties must not discuss this case or make negative or harmful remarks about each other in the presence of the subject minor children; must not allow other people to do so; and must remove the children from a situation in which someone persists in doing so.
- c. Parents shall not be under the influence of illegal drugs or controlled substances during their parent time.
- d. The children shall not be allowed access to firearms or dangerous weapons.
- e. A parent shall not enter the other parent's or extended family's residence, property, or place of business without prior consent.
- f. Neither parent shall make derogatory remarks about the other in the presence of the children, directly or indirectly.
- g. Each party shall refrain from harassment, intimidation, or using abusive language toward the other, including through texts, calls, emails, or social media.
- h. Neither parent shall consume alcohol, marijuana, or illegal substances during parent-time.

- i. Neither parent shall introduce a romantic partner to the children until the relationship has been ongoing for at least six (6) months.
- j. Either parent may enroll the children in therapy or counseling if deemed necessary for their emotional well-being.

*****END OF PARENTING PLAN*****

BEST INTERESTS OF THE CHILDREN

35. The custody and parent time requested herein is in the best interests of the children considering, *inter alia*, the factors listed in U.C.A. § 81-9-204.

CHILD SUPPORT

36. A child support order pursuant to the guidelines set forth in the Utah Child Support Act is requested.

37. Jessica is employed. Jessica's gross monthly income is \$7,336.

38. Marcus is employed. Marcus's gross monthly income is \$6,153.

39. Marcus's base child support amount using the sole custody calculation is \$1,051 per month.

40. A Child Support Worksheet has been filed herein.

41. Marcus shall pay \$1,051 per month for child support.

42. The amount of child support requested is consistent with the guidelines.

43. Pursuant to U.C.A. § 81-6-211, said child support award shall be:

- a. reduced by 50% for each child for time periods during which the child is with the non-custodial parent by order of the court or by

- written agreement of the parties for at least 25 of any 30 consecutive days of extended parent time, which does not include regular parent time and holiday visits; and
- b. reduced by 25% for each child for time periods during which the child is with the non-custodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent time, which does not include regular parent time and holiday visits.
44. Pursuant to U.C.A. § 81-6-201 through 214, the parties shall abide by the following statutory requirements concerning the payment of child support:
- a. Support for each child terminates at the time the 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.
 - b. Support for each child terminates at the time the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. § 80-7-102.
 - c. Child support payments shall begin the month immediately following the entry of the order for child support.
 - d. Unless the parties agree to payment directly from the obligor to the obligee, the party entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11

parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

- e. Any Office of Recovery Service fee shall be paid by the payor of child support. If the payee is the ORS applicant and the fee is withheld by ORS from payments to the payee, the payor shall reimburse the payee for the fee.
- f. The issue of child support arrearages may be determined by further judicial or administrative process.
- g. The party seeking to claim the children on their taxes for a given tax year must be current on their child support obligations and childcare

and child healthcare cost reimbursements by December 31st of that tax year.

CHILDCARE EXPENSES

45. Pursuant to U.C.A. § 81-6-209, the parties shall abide by the following statutory requirements concerning the payment of childcare expenses:

- a. The parties shall share equally any reasonable work-related childcare expenses of the parents.
- b. If an actual expense for childcare is incurred, a parent shall begin paying their share on a monthly basis immediately upon presentation of proof of the expense, but if the expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the Court's order.
- c. A parent who incurs a childcare expense shall provide written verification of the cost and identity of the provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.
- d. The parent shall notify the other parent of any change of the childcare provider or the monthly expense within 30 calendar days of the date of the change.
- e. A parent incurring a childcare expense may be denied the right to receive credit for the expense or to recover the other parent's share

of the expense if the parent incurring the expense fails to properly notify the other parent.

CHILD HEALTHCARE EXPENSES

46. Pursuant to U.C.A. § 781-6-208, the parties shall abide by following statutory requirements concerning the payment of child healthcare expenses:

- a. Both parents must ensure that health insurance is maintained for the subject minor children when available at reasonable cost.
- b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for a subject minor child's portion of the insurance.
- c. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical, therapy, counseling, and dental and orthodontist expenses, including deductibles, co-insurance and co-payments, incurred for the subject minor children and actually paid by a party.
- d. The party who incurs healthcare expenses shall provide written verification of the cost and payment of those healthcare expenses to the other party within 30 days of payment.
- e. A party incurring healthcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

- f. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and the Office of Recovery Services, if ORS is providing collection services, within 30 days of any change of coverage.
- g. If, at any point in time, a subject minor child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jessica shall be primary coverage for the minor child and the health, hospital, or dental insurance plan of Marcus shall be secondary coverage for the minor child.
- h. If a parent remarries and the minor 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 child.

SCHOOL FEES

47. The parties shall share equally the cost of all mandatory school fees incurred regarding the children.

EXTRACURRICULAR ACTIVITY EXPENSES

48. The parties shall share equally the cost of all the children's

extracurricular activities agreed to in writing by the parties.

TAX EXEMPTIONS, DEDUCTIONS & CREDITS FOR DEPENDENT CHILDREN

50. The parties shall share the right to claim any federal and state tax exemptions, deductions, and credits regarding the subject minor children. Jessica shall have the right to claim P.M. every year and J.M. in even years. Marcus shall have the right to claim L.M. every year and J.M. in odd years. After J.M. can no longer be claimed as a dependent, Jessica shall have the right to claim P.M. every year and Marcus shall have the right to claim L.M. every year. After L.M. can no longer be claimed as a dependent, the parties shall alternate the right to claim P.M. as a dependent on their taxes, with Jessica having the right regarding even tax years and Marcus regarding odd tax years.

51. A parent who is not current on his or her child support obligations, including childcare and child healthcare cost reimbursements, by December 31st of any given year shall not be entitled to claim any federal and state tax exemptions, deductions, and credits regarding the subject of minor children regarding that year.

DIVISION OF PERSONAL PROPERTY

52. Jessica shall receive the following personal property entirely:
- a. Daughter's bedroom set as is, e.g. crib, dressers,
 - b. 2021 Jeep Grand Cherokee
 - c. Kitchen table and chairs

53. Marcus shall receive the following personal property entirely:

- a. 2014 Jeep Patriot
- b. Motorcycle
- c. Miscellaneous firearms and ammo
- d. Cooler

54. The parties shall make a good faith effort to divide any personal property not specifically mentioned herein. If they cannot agree, then they shall mediate in good faith to resolve their dispute before requesting a division by the Court.

55. Respondent shall collect any remaining personal property from the Petitioner's residence within twenty-four (24) hours of the parties' divorce decree being issued, unless both parties mutually agree in writing to an alternate time. The retrieval shall occur one time only and must be conducted in a peaceful and orderly manner. The Petitioner is not required to allow any further entry or access to the residence thereafter. Any items not retrieved within the specified time shall be deemed abandoned, and the Petitioner shall have no further obligation to preserve or store them.

56. The parties shall jointly schedule a time for the Petitioner to retrieve her personal property from the parties' storage unit within 7 days of the parties' divorce. The parties shall review the contents together in good faith. After this retrieval, the Respondent may dispose of or retain the remaining items as he chooses.

DIVISION OF FINANCIAL ACCOUNTS & OTHER INTANGIBLE ASSETS

57. Each party shall receive the entirety of the funds in financial accounts and other intangible assets held solely in their own name, including employee stock options and awards.

58. Jessica shall receive the entirety of the funds in the following nonretirement financial accounts and other intangible assets.

b. Jessica's bank accounts

59. Marcus shall receive the entirety of the funds in the following nonretirement financial accounts and other intangible assets:

a. Marcus's bank accounts

DIVISION OF RETIREMENT ASSETS & ACCRUED BENEFITS

60. Each party shall receive the entirety of the retirement assets and/or accrued benefits held solely in their own name or which they individually accrued before and during the marriage.

DIVISION OF REAL PROPERTY

61. The real property located at 4442 West Lone Shadow Lane, Herriman, Utah, (hereinafter "Marital Home") is subject to equitable division herein.

62. The parties shall do, and abide by, the following regarding the Marital Home:

a. Jessica shall pay to Marcus \$40,000 of the parties' equity in the property and shall extinguish any obligations Marcus has regarding encumbrances on the property, including the

mortgage, through a refinance of the mortgage, within one hundred and eighty (180) days of the date the parties' divorce decree is issued.

- b. Following payment of said equity to Marcus, Jessica shall receive the property in its entirety as her sole and separate property.

Following receipt of \$40,000, Marcus shall execute a quit claim deed in Jessica's favor quitting his interest in the Marital Home.

DIVISION OF DEBTS

63. Each party shall be solely responsible for any debts or obligations incurred in their own name during the marriage and they shall hold the other party harmless regarding said debts or obligations.

64. Each party shall be solely responsible for the entirety of their outstanding credit cards debts.

65. The parties incurred tax liabilities during the marriage, which total approximately \$3,000. Petitioner shall pay that tax debt, excluding any tax liabilities incurred during the 2025 tax year.

66. In lieu of paying an equal share of the parties' tax debt and reimbursing Jessica for phone bills and preschool fees and other marital debts, Steven shall pay Jessica \$14,500 in alimony.

67. Regarding the debts and liabilities described herein, the parties shall do, and abide by, the following:

- a. The party ordered to pay a debt or liability shall notify the

creditor regarding the Court's order; inform the creditor of the parties' respective current addresses; and shall endeavor to remove the other party as an obligor regarding the debt whenever reasonably possible.

- b. If either party is obligated to pay a joint secured debt, the party must endeavor to stay current regarding payments on said debt. If payments are not made in a timely manner, the asset securing the debt shall be sold to pay said debt and to protect the joint debtors.
- c. A party who makes payments on a delinquent debt or liability, which the other party was ordered to pay herein, shall be entitled to reimbursement from the other party for said payment(s) and any attorney's fees, costs and interest reasonably incurred in seeking reimbursement.
- d. If a party discharges a debt or liability in a bankruptcy proceeding or otherwise fails to pay a debt or liability which they are ordered to pay in this case and the other party herein pays the debt or liability, the party ordered to pay the debt shall reimburse the paying party.
- e. Any debts and/or liabilities not described herein shall be the responsibility of the party who incurred or contracted for the same.

ALIMONY

68. In lieu of paying an equal share of the marital debts, Steven shall pay Jessica \$14,500 in alimony. Steven must pay at least \$500 per month towards this alimony obligation, starting the first day of the first month following the parties' divorce.

69. Steven shall not be allowed to claim any of the children as dependents on his tax return if he is not current on his alimony obligations on December 31st of the tax year in question.

70. In lieu of receiving said alimony, Jessica may elect to deduct \$14,500 from the equity in the marital home owed to Steven, thereby extinguishing his alimony obligation.

DIVISION OF BUSINESS ASSETS & DEBTS

71. The parties do not have any business assets or debts which are subject to division herein.

NAME CHANGE

72. Jessica R. Madrid's name shall be changed to "Jessica Ann Rigby", if she so chooses.

DISPUTE RESOLUTION

73. The parties shall make a good faith effort to resolve any future disputes regarding the matters addressed herein through mediation prior to seeking recourse in court.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT THE ORDERS OF THE COURT

74. Regarding documents necessary to implement the orders of the Court, the parties shall do, and abide by, the following:

- a. Both parties shall sign and fully execute whatever documents are necessary for the implementation of orders of the Court.
- b. If a party fails to execute a document within 30 days of the entry of the Court's order or 30 days of being requested to do so by the other party, whichever is later, the other party may bring an Motion to Enforce Order before the Court at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.
- c. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

ATTORNEY'S FEES

75. Each party is responsible for his or her own attorney's fees and costs incurred herein.

76. A party who reasonably seeks assistance from the court to enforce a settlement agreement signed by the parties or orders issued by the court in this case and who substantially prevails shall be entitled to recover his or her attorney's fees and costs incurred in doing so.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

