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**IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE CITY DEPARTMENT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Children of

JORDANA B. LEBARON,
Petitioner,

and

DOUGLAS D. DELQUADRO,
Respondent.

DECREE OF CUSTODY AND SUPPORT

Case No.: 194904607 CS
Judge: Amber M. Mettler
Commissioner: Kim M. Luhn

The Petitioner, Jordana B. Lebaron, by and through counsel, Rebecca Haws Dustin, and the Respondent, Douglas D. Delquadro, pro se, have entered a written Stipulation, and as further clarified and modified during the April 2, 2026, Judicial Settlement Conference, resolving all outstanding custody issues. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law, **IT IS HEREBY ORDERED, ADJUDGED, and DECREED:**

1. The parties agree that this Court has general, and personal jurisdiction over this matter and the parties involved, pursuant to Utah Code § 78A-5-102(2).
2. Petitioner is a bona fide resident of Salt Lake County, Utah, and has been for at least three (3) months immediately prior to the filing of the action in accordance with Utah Code Ann. Section 81-4-402(1).
3. Respondent has been an actual and bona fide resident of Salt Lake County, Utah and has been for at least three (3) months immediately prior to the filing of the action in accordance with Utah Code Ann. Section 30-3-1(2).
4. Venue is proper in this Court, pursuant to Utah Code § 30-3-1(2).
5. The parties are the parents of two (2) minor children:
 - a. D.D., born January 14, 2014; and,
 - b. J.D., born July 4, 2016.
6. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-11-201 et seq. in that:
 - a. Utah is the residential state for the minor children at the time of the commencement of this proceeding.
 - b. Said minor children have resided in the State of Utah for at least the past six months.
 - c. Neither Petitioner nor Respondent have been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor child in this

State or any other State.

- d. Petitioner and Respondent do not have information of any custody proceeding concerning the subject minor child pending in a court of this State or any other State.
- e. Petitioner and Respondent do not know of any person not a party to these proceedings who have physical custody of the subject minor child and who claims to have custody or visitation rights with respect to said minor child.

CUSTODY AND PARENT TIME

- 7. The parties agree to be awarded joint legal custody of the parties' minor children and abide by the incorporated parenting plan.
- 8. The parties agree that they will be awarded joint physical custody of the minor children with parent time being 50/50 and will follow the parent time schedule as outlined below or as the parties can agree.
- 9. The usual parent time schedule will be as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mom drops off at school; Dad picks up	Dad	Dad	Dad	Dad	Dad	Dad
Week 2	Dad drops off at school; Mom picks up	Mom	Mom	Mom	Mom	Mom	Mom

- 10. Holidays shall be divided as the parties can agree. If the parties cannot agree, then Dad shall be

designated as the non-custodial parent for purposes of holiday parent-time allocation and holiday parent-time shall be exercised as follows:

Holiday	Holiday Time Period	Years Noncustodial Parent (Dad) is Granted Holiday	Years Custodial Parent (Mom) is Granted Holiday
Mother's Day	<p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>	None.	All years to Mom.
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>	All years to Dad.	None.
Thanksgiving	<p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the</p>	Dad Even years	Mom Odd years

	Monday following Thanksgiving if there is no school.		
Winter Break (First Half)	<p>(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.</p> <p>(2) Holiday ends on December 27th at 7 p.m.</p>	Dad Odd years	Mom Even years
Winter Break (Second Half)	<p>(1) Holiday begins on December 27th at 7 p.m.</p> <p>(2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.</p>	Dad Even years	Mom Odd years
Day of Child's Birthday	<p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>	Dad Even years	Mom Odd years
Day Before or After Child's Birthday	<p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>	Dad Odd years	Mom Even years

11. The party beginning parent time shall be responsible for transportation of the children. If

exchanges can be done at the child's school, this shall be the preferred method. If the exchanges cannot be facilitated through school, exchanges shall be done curbside.

- a. Curbside exchanges shall consist of the parent picking up at the start of their time arriving at the other's home and staying in their car. The parent with the children will stay in the doorway of their home and the children will walk from the home to the car.
- b. If either of the children is old enough and has proper licensing, then the parents may agree to have the child transport the children to and from the parent's homes for parent time exchanges.

TRAVEL WITH THE CHILDREN

12. Each parent will be free to travel with the children out of state and out of country following the provisions below:

- a. The party traveling with the children will give the other parent at least 14 days' notice with an itinerary of where they will be going, when they will be getting back, where they will be staying, and how to contact the children when they are away.

13. Neither parent may interfere with the other's parent-time for travel with the children without the express written permission of the other parent.

14. Neither parent will withhold permission to obtain necessary travel documents, including passports from the other parent. The parties will cooperate with applying, paying for, and obtaining passports, to the extent this has not already been accomplished.

15. Diana Rickabaugh, Janica Nicole Smith, or another mutually agreed upon third party, will retain physical possession (hold) the passport(s) on behalf of the children. Shall the need arise for a parent to obtain the passport(s) for the use thereof from the designated third party, then they shall provide the above notice to the other parent and the third party. The third party will review the notice, ensure compliance with the provisions herein, and if there is compliance, then they will release the passport(s) to the requesting parent. The parent that obtains the passport(s) from the third party, will return the passport(s) to the third party within seventy-two (72) hours of their return from the trip. To the extent that the agreed upon third party requires a fee for this service, the parties agree to equally share this cost.

RELOCATION

16. Consistent with Utah Code Annotated Section 81-9-209, if a parent desires to relocate more than one hundred and fifty (150) miles from the other parent's residence, that parent will provide sixty (60) days' written notice to the other parent. If possible, the parties will attend mediation prior to litigating the issue of relocation.

17. The written notice of relocation must contain statements affirming the following: the parent-time provisions in this document or a schedule approved by both parties that will be followed, and neither parent will interfere with the other's parental rights pursuant to court-ordered parent-time arrangements, or the schedule approved by both parties.

18. A parent who fails to comply with the notice of relocation herein may be found in contempt of the court's order.

PARENTING PLAN

19. Pursuant to Utah Code Annotated Section 81-9-203(5), the parties state that this Parenting Plan is proposed in good faith.

20. The Respondent's current home will be designated as the residential home for the purposes of where the children will attend school. If Respondent moves from his current residence, then the minor children will remain in the same district they were attending at that time (i.e., the same school or the "feeder school," whichever is applicable). The parties may elect to attend mediation and discuss which school(s) the children shall attend.

21. Each party shall make day-to-day, routine, or emergency medical decisions for the minor children while in that party's household and care.

22. The parties will consult with one another and endeavor to reach agreement on major issues involving the minor children such as medical treatment, dental treatment, psychological treatment, orthodontia, and major educational decisions.

23. Decision Making Protocol: If the parties are unable to agree on a major decision involving the minor child(ren), then the parties will attend mediation in an attempt to resolve the dispute.

24. Both parents will ensure that while the children are in their care, the children's needs are met, including bathing a minimum of three times per week, their hair is cared for, the children brush their teeth daily, and they have clean and fitting clothes (fitting as to both the size of the child and the

environmental condition, such as a winter coat).

25. Neither party shall ask, nor attempt in any way to have the child transfer messages between the parties, either verbal or written. The parents will contact each other directly via phone or email to discuss personal or child-related issues between themselves and not involve the child.

26. Both parents shall recognize that the best interests of the child require them to cooperate and treat each other with dignity and respect, especially in the presence of the child. Both parents shall use their best efforts to foster the development and maintenance of positive relationships between the child by encouraging affection, promoting respect and good feelings toward the other parent.

27. Neither parent shall attempt to harm or alienate the relationship the other parent has with the child in any form. Neither parent shall make, nor shall they allow another person or agent within their control or influence to make any disparaging comments about the other parent in the presence of the child.

28. Both parties shall have access to all medical records and school reports.

29. The parents shall cooperate and include each other in their child's day care, health care, school, parent-teacher conferences, religious activities, organized sports, and other special activities and shall notify each other of their child's regular activities; and

30. The parents shall not involve the children in disputes or disagreements that may arise between each other.

31. Each parent has the right to create an independent life with the child, allowing each to continue to play a full and active role in providing a sound emotional, moral, social, and educational environment for the child.
32. Both parents will share information on any condition, problem, significant fact, or circumstance, which may affect the other parent's relationship with the child, or the well-being of the child.
33. The parties shall have a co-parenting relationship which will be built on trust and respect.
34. The parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the child's needs.
35. The parties shall support each other in their respective parenting roles and shall say positive words about the other parent to the child and shall be restrained from saying anything negative about the other parent. The parties believe this purpose to be honorable for the child to develop good self-esteem.
36. The parties shall listen to each other and do their best to understand the other's point of view.
37. If tension arises in a telephone call, the parties shall take a break from the telephone call or leave their conversations to email.
38. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, e-mail addresses and any other important contact information, including how to be reached in the event of an emergency. Any change to this information shall be communicated to the other parent within 48 hours of the change.
39. Both parties will be entitled to participate in all social and school functions.

40. The parties shall notify the other when the child is ill. If possible, when the child is ill, regularly scheduled parent-times will be discussed with both parents prior to the parent-time to decide whether the parent-time shall be rescheduled; if parents cannot discuss parent-time, parent-time will not be affected. Neither parent shall use illness of the child to frustrate the other parent's parent-time.

41. The children are free to express interest in any activity to either parent at any time.

42. Neither parent will attempt to restrain or control the activities of the children during the other parent's parent-time. The parties will be flexible regarding the children's attendance and participation in extracurricular activities and ensure the children attend their activities when exercising their respective parent-time.

43. Each party shall be completely free from the interference, authority, and control over the other, except as impacts the care of the child, as set forth in this document.

44. Each party shall have the right to conduct his or her social life and business affairs as he or she sees fit without interference or comment from the other, except as impacts the care of the child, as set forth in this document.

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

END OF PARENTING PLAN

CHILD SUPPORT

46. The parties each have significant disagreements with respect to their respective incomes and what the appropriate amount of child support should be. The parties have agreed to resolve those disputes. The parties stipulate that Petitioner's (Jordana's) income should be determined and imputed to be \$1,266.00 per month for purposes of calculating child support, and that Respondent's (Douglas's) income should be determined and is imputed to be \$2,000 per month for purposes of calculating child support. Using a Joint Child Support Obligation Worksheet with each parent receiving 50% of the year (for purposes of worksheet, using 183 overnights for mom and 182 overnights to dad) and based upon the income figures above, the parties stipulated that monthly child support in the amount of \$104.00 should be paid by Respondent to Petitioner.

47. The parties also have significant disputes with respect to the amount of child support arrearages that should be entered as judgment and whether any arrearages should be entered. The parties agreed to resolve their disputes with respect to child support arrearages as follows. Respondent has agreed he will pay \$3,000 to Petitioner within seven days of April 2, 2026. Otherwise, Petitioner may seek and the Court will enter a judgment for \$6,000.00 against Respondent with respect to child support arrearages.

48. Child support shall be adjusted pursuant to statute upon the emancipation, marriage, death, or the military enlistment of children, or the children's 18th birthday or high school graduation (whichever is later), pursuant to Utah Code Ann. Section 81-6-213.

49. An order authorizing Universal Withholding Relief, pursuant to Part 4, Chapter 11, title 62A Utah Code Annotated, shall be awarded if the child support obligor becomes thirty (30) days delinquent

in the payment of child support obligations.

MEDICAL INSURANCE AND MEDICAL EXPENSES

50. The parties shall maintain medical and dental insurance for the benefit of the minor child where it is available at a reasonable cost. The parties must split the out-of-pocket cost of premiums for the minor child equally.

51. If both parties obtain insurance for the children, Petitioner's health, hospital, and dental insurance plan shall be considered primary, and Respondent's health, hospital and dental insurance plan shall be considered secondary. In the event that the child is double covered, each party shall pay for his or her own insurance premiums without reimbursement from the other party.

52. Petitioner and Respondent must each pay 50% of any and all reasonable medical, dental, orthodontic, and optical expenses of the minor child, provided that a party incurring an expense notifies the other party of the expense and sends physical proof within thirty (30) days of incurring the expense. The reimbursing party must give 50% of the expense to the paying party within thirty (30) days of receiving proof and notice of the expense.

53. Petitioner and Respondent must cooperate in exchanging all claim forms and statements, as set forth in Utah Code Annotated §81-6-208.

54. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year as set forth in Utah Code Annotated §81-6-208.

55. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in Utah Code Annotated §81-6-208.

SCHOOL AND EXTRACURRICULAR EXPENSES

56. Petitioner and Respondent shall each pay for 50% of all school fees and extra-curricular expenses of the minor children, including school fees and school lunches.

57. If a party wants to sign up a child for an extra-curricular activity, that party must obtain a written agreement from the other party for both parents to be required to pay 50% of the extra-curricular activity expense. Otherwise, only the signing up party shall be required to pay for the extra-curricular activity expense of the children. However, the other party shall not unreasonably refuse agreement on extra-curricular activity expenses that benefit the child. Finally, if a party signs a child up for an extra-curricular activity that interferes with other parent's parent-time, the other parent shall not be required to take the child to the extra-curricular activity unless the parties mutually agree otherwise.

CHILDCARE

58. The parties agree that they will both be entitled to a right of first refusal if either parent cannot take care of the children during their parent-time for an overnight period. The party exercising their right of first refusal will be responsible for all travel of the children.

59. If either parent requires childcare or daycare services during their parent time, then they will be

responsible for this cost.

TAXES

60. The parties each shall claim one child on their taxes, so long as Respondent is current on child support, and so long as the child exemption benefits that party.

61. If in any year one party receives no benefit from claiming the one child, they shall notify the other party in a timely fashion so that the other party may claim both children.

62. Respondent has agreed that if he receives notice that he is not eligible to receive food stamps for himself and the children, then he will notify Petitioner within seven days of him receiving notice by e-mail.

63. Both parties shall cooperate in promptly signing and filing Form 8332, and any other forms necessary to effectuate this provision.

ATTORNEY FEES

64. Each party will pay his or her own reasonable attorney fees and costs incurred herein.

FINAL DOCUMENTS

65. The parties agree that the stipulation resolves all current and past issues between the parties. The parties agree to each dismiss all pending actions.

66. The parties agree that the terms of the Stipulation and this Decree of Custody and Support that will issue based on the Stipulation supersede all prior agreements and orders in this case.

67. Prior to filing a petition to modify or enforce any provision of the final Decree entered hereafter, the parties are required to attempt to resolve the issue using mediation.

68. Subject to the terms of the Stipulation, the parties' consent that this Decree of Custody and Support consistent with the terms set forth herein may be awarded and entered in the above- entitled matter, with the same to become final immediately upon signing and entry.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S
SEAL AT THE TOP OF THE FIRST PAGE*****

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being mailed on the 5th day of May 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

DOUGLAS DELQUADRO

Pro-se Respondent

1166 E. 5840 S.

Murray, UT 84121

JR LAW GROUP, PLLC

/s/ Rebecca Haws Dustin

REBECCA HAWS DUSTIN

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of May 2026, I caused a true and correct copy of the foregoing **DECREE OF CUSTODY AND SUPPORT** to be served on each of the following by the method indicated below:

U.S MAIL:

DOUGLAS DELQUADRO

Pro-se Respondent

1166 E. 5840 S.

Murray, UT 84121

JR LAW GROUP, PLLC

/s/ Alexander Guardado

ALEXANDER GUARDADO

Paralegal