



Decree drafted by:

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Attorneys for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT
FOR THE STATE OF UTAH
COUNTY OF WEBER, OGDEN DIVISION

IN THE MATTER OF THE PARENTAGE OF THE CHILD OF LEOCARDIO JESSE MARQUEZ, Petitioner, and ACELLA ELAINE VALDEZ, Respondent.	Decree of Custody and Support Case No. 254901836 Judge Camille Neider Commissioner Brandon Richards
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This matter comes before the Court on Respondent's Default. The Respondent signed an Acceptance, Waiver and Consent, and such document has been filed with the Court. The Court entered the default of the respondent. The Court, having made its Findings of Fact and Conclusions of Law, hereby adjudges, decrees, and orders as follows:

Marquez and Valdez
Decree of Custody and Support

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1. The Petitioner is granted a Decree of Custody and Support to become absolute and final upon entry by the Court.
2. **CHILDREN (UCA 81-6-101(7)).** Leocardio Jesse Marquez and Acella Valdez are the legal parents of the following child (UCA 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:

- b. Child name: KJM
Date of birth: Apr 9, 2018
3. **BIOLOGICAL FATHER INFORMATION.** Leocardio Jesse Marquez is the biological parent of KJM, April 9, 2018.
4. **GENETIC TESTING.** Leocardio Jesse Marquez did not get genetic testing. The Court entered Acella Valdez's Default.

Parenting Plan

5. **CUSTODY (UCA 81-9-3).** It is in the children's best interest that the parties are awarded joint legal and physical custody of the minor child.
6. The child shall reside in Acella Valdez's home 183 overnights each year and in Leocardio Jesse Marquez's home 182 overnights each year.

7. **PARENT-TIME.** Parent-time shall be equal between the parties according to UCA 81-9-305 and 81-6-206(7).

a. The chart below shows how this schedule shall function:

	Monda	Tuesda	Wednesda	Thursda	Frida	Saturda	Sunda
	y	y	y	y	y	y	y
Week 1	Dad	Dad	Mom	Mom	Dad	Dad	Dad
Week 2	Dad	Dad	Mom	Mom	Mom	Mom	Mom

8. **PARENT-TIME FOR SPECIAL OCCASIONS.** The parents shall 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. (UCA 81-9-302 and 81-9-303)

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Labor 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	Odd years	Even years

	(2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
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 at 6 p.m. on the day that school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	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.	Even years	Odd years

	(2) Holiday ends at 9 p.m. on the same day the holiday begins.		
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 that school is dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	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	Odd years	Even years

	December 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24 th at 4 p.m. (2) Holiday ends on December 24 th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24 th at 9 p.m. (2) Holiday ends on December 25 th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31 st at 4 p.m. (2) Holiday ends on January 1 st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1 st at 9 a.m. (2) Holiday ends on January 1 st at 9 p.m.	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: (a) upon delivering of the minor child to school on the day following Dr. Martin	Odd years	Even years

	Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
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: (a) upon delivering the minor child to school on the day following Presidents Day; or (b) at 8 a.m. on the day following Presidents Day if there is no school.	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: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end	Odd years	Even years

	of spring break if there is no school.		
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 (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	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: Acella Valdez 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: Leocardio Jesse Marquez is the father.	
Summer Break	Leocardio Jesse Marquez will have up to two weeks of uninterrupted extended summer parent-time when school is not in session, at the option of Leocardio Jesse	Odd years	Even years

	Marquez. Leocardio Jesse Marquez will have an additional two weeks of extended summer parent-time at the option of Leocardio Jesse Marquez, subject to weekday parent-time for Acella Valdez, but not weekends normally exercised by Acella Valdez. Leocardio Jesse Marquez will notify Acella Valdez of the summer break extended parent-time by May 1 each year. Acella Valdez will also have up to two weeks of uninterrupted extended summer parent-time when school is not in session, at the option of Acella Valdez. Acella Valdez will have an additional two weeks of extended summer parent-time at the option of Acella Valdez, subject to weekday parent-time for Leocardio Jesse Marquez, but not weekends normally exercised by Leocardio Jesse Marquez. Acella Valdez will notify		
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	Leocardio Jesse Marquez of the summer break extended parent-time by May 15 each year. If the notification by Leocardio Jesse Marquez is not timely, Acella Valdez may determine the schedule for extended parent-time for Leocardio Jesse Marquez, so long as Acella Valdez 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.		
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	Even years	Odd years

	Day.		
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 Minor 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 Minor 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
Acella Valdez's Birthday	Acella Valdez will have parent-time each year on Acella Valdez's birthday from 3:00 p.m. until the following morning when Acella Valdez 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		All years

	uninterrupted parent-time if the parent exercising uninterrupted parent-time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Leocardio Jesse Marquez's Birthday	Leocardio Jesse Marquez will have parent-time each year on Leocardio Jesse Marquez's birthday from 3:00 p.m. until the following morning when Leocardio Jesse Marquez 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 parent-time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

9. PARENT-TIME TRANSFERS. Pick-up and drop-off ("transfers") of the children for parent-time shall be as described below:

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

10. CURBSIDE TRANSFERS. There shall be no curbside transfers. The parent/person picking up or dropping off a child may accompany the children to the other parent/person when parent-time transfers are made.

11. DECISION-MAKING. Each parent shall make day-to-day decisions for the child during the time they are caring for the child. Either parent may make emergency decisions affecting the health or safety of the child. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

12. JOINT DECISION-MAKING. The parents shall share responsibility for making major decisions about the child. If there is a disagreement the parents shall resolve the dispute as provided in the Resolving Disputes section below.

13. EDUCATION PLAN. The school the children shall attend is based on Acella Valdez's home residence.

14. Leocardio Jesse Marquez and Acella Valdez shall have the authority to check the child out of school. Leocardio Jesse Marquez and Acella Valdez shall have access to the child during school. If the parties cannot agree, education decisions shall be made by Leocardio Jesse Marquez.

15. COMMUNICATION WITH EACH OTHER. The parties shall communicate with each other by any method.

16. COMMUNICATION WITH THE CHILD. The parties agree they shall:

- a. Provide age-appropriate help to the child to communicate with the other parent.
 - b. Give the child privacy during the child's communication with the other parent. The parents shall not interfere with or monitor communication between the child and the other parent.
17. Parents and children shall communicate with each other whenever the children choose, by any method.
18. **RECORDS AND INFORMATION SHARING.** Both parents shall have access to records and the ability to consult with providers regarding education, child care, and healthcare.
19. **TRAVEL BY THE CHILD.** During their parent-time, the parent may consent for the child to travel with a sports team, religious group, school group, relatives, friends, alone, or with others.
20. If the child will be travelling for more than 7 days, the parent arranging the travel shall notify the other parent at least 7 days in advance. That parent shall give the other parent the travel schedule, locations, and phone numbers at least 7 days in advance. In case of emergency, the parent shall provide as much notice as possible.
21. **CHILD CARE.** A child care provider for the minor child shall be over the age of 14.
22. **RELOCATION OF A PARENT.** Neither parent shall relocate with the minor child more than 25 miles from their current residence without a written agreement signed by the parties, or further Court order.

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

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

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

26. **RESOLVING DISPUTES.** 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 child. If they are unable to agree, they will go to the following before bringing the issue to the court:

a. Counseling

End of Parenting Plan

27. **INCOME: PETITIONER.** Leocardio Jesse Marquez's gross monthly income for child support purposes is \$3,077. Leocardio Jesse Marquez receives the following gross monthly income:

a. Leocardio Jesse Marquez is employed full-time at Elwood Staffing.

Leocardio Jesse Marquez earns \$3,077 per month gross (pre-tax) monthly income working a 40-hour a week job or less.

28. **INCOME: RESPONDENT.** Acella Valdez's gross monthly income for child support purposes is \$1,257.

- a. Acella Valdez receives the following gross monthly income Acella Valdez does not have any countable income from any source.
- 29. The adjusted gross monthly income for Acella Valdez is \$1,257
- 30. **CHILD SUPPORT (Utah Code 81-6-1 and 2).**
- 31. It is in the best interest of the children that Leocardio Jesse Marquez is ordered to pay child support to Acella Valdez as follows:
 - a. \$135.00 per month base child support. This amount complies with the Utah Child Support Act.
- 32. Once a child is no longer eligible to receive child support, the support amount for the eligible children shall be recalculated using the child support worksheet (UCA 81(6)(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.
- 33. The joint custody worksheet was used to calculate child support.
- 34. The base child support amount using the joint custody calculation is \$135 per month.
- 35. **CHILD SUPPORT REDUCTION FOR EXTENDED PARENT-TIME.** If a child lives with the non-custodial parent by Court order or written agreement of the parties for:
 - a. 25 of any 30 consecutive days, base child support for the non-custodial parent shall be reduced by 50% during that time. (Utah Code 81-6-211(1)(a))
 - b. 12 of any 30 consecutive days, base child support for the non-custodial parent shall be reduced by 25% during that time. (Utah Code 81-6-211(1)(b))

36. The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.
37. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent time must be approved by ORS.
38. The party ordered to receive child support can request mandatory income withholding (Utah Code 62A-11 parts 4 and 5). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.
- a. Withheld income shall be sent to the Office of Recovery Services ("ORS") until all past-due support is paid. Child support payments will be sent to:
2540 Washington Blvd., 7th Floor, Ogden, UT, 84401
unless ORS gives notice that payments should be sent elsewhere.
39. If ORS begins mandatory income withholding, child support shall be due on the first day of each month, and will be past due on the first day of the subsequent month.
40. The issue of past-due child support may be decided by future Court or administrative action.
41. Leocardio Jesse Marquez and Acella Valdez shall each pay half of any ORS fee.
- a. If a fee is withheld from payments to Acella Valdez, Leocardio Jesse Marquez shall reimburse Acella Valdez for half the fee.
42. The parties shall notify each other within 30 days of any change in their income.
43. **DEPENDENT CHILDREN FOR TAX PURPOSES.** The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

44. Acella Valdez shall claim the parties' children as dependents/exemptions for tax purposes in odd-numbered tax years. Leocardio Jesse Marquez shall claim the parties' children as dependents/exemptions for tax purposes in even-numbered tax years.
45. **CHILD HEALTH CARE (Utah Code 81-6-208).** 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)
46. 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 children, if such insurance is available at a 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 shall be as follows:
 - i. Acella Valdez's insurance shall be primary coverage
 - ii. Leocardio Jesse Marquez's insurance shall be secondary coverage.
 - b. If a parent marries 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 shall be as follows:

- i. Acella Valdez's spouse's insurance shall be primary coverage.
 - ii. Leocardio Jesse Marquez's spouse's insurance shall be secondary coverage.
- c. Both parties shall share equally the out-of-pocket health insurance premiums.
- d. Both parties shall share equally all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, copays, co-insurance, and co-payments paid by a party for the dependent child.
- e. The party who pays health care expenses shall provide the other party written verification of the cost and payment within 30 days.
- f. If a party does not 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, the party ordered to maintain coverage must notify the other party, and ORS if they are involved, within 30 days of the change.

47. CHILD CARE EXPENSES (Utah Code 81-6-209). Both parties shall 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 shall be done when the provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses shall notify the other party of any change of a child care provider or monthly expense within 30 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 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.
48. The. Parties shall sign all documents necessary to comply with the Parentage Decree within 60 days from the entry of the Decree. Pursuant to URCP 70, 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.

****The Judge's signature stamp appears at the top of the first page of this document****

NOTICE PURSUANT TO URCP RULE 7(J)

Pursuant to URCP 7(j), a party may object to the form of a proposed order by filing an objection within seven days after the order is served. If no written objection is filed within such time frame, this Order may be entered by the Court.

CERTIFICATE OF SERVICE

I certify I served, via email, a true and correct copy of the foregoing DECREE OF CUSTODY, this 20th day of August, 2026:

Acella Valdez,
Respondent.
shygirl1800ss@icloud.com

/s/ Brian D. Johnson
Brian D. Johnson
Attorney for Petitioner.