

Erika Leigh Medina
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In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Erika Leigh Medina

(name of Petitioner)

and

Daniel Rudy Medina

(name of Respondent)

Other parties (if any)

Divorce Decree

264401786

Case Number

Thomas Low

Judge

Marian Ito

Commissioner (domestic cases)

The court decrees:

Divorce

1. Erika Leigh Medina is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Erika Leigh Medina. The divorce will become final upon entry of the divorce decree.

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

2. **Erika Leigh Medina** and **Daniel Rudy Medina** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

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

Minor Children

a.

Child Name: **Joshua Daniel Medina**

Date of Birth: **Jul 19, 2013**

b.

Child Name: **Samantha Kaitlin Medina**

Date of Birth: **May 14, 2016**

c.

Child Name: **Aaron Joseph Medina**

Date of Birth: **Apr 6, 2021**

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

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

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

a.

Child Name: **Joshua Daniel Medina**

Date of Birth: **Jul 19, 2013**

i.

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

Move-in Date: **Nov 1, 2023**

Address: **328 East 1000 North, Spanish Fork, Utah 84660 United States**

(1).

Caretaker at this address: **Deanna Broadbent**

Caretaker current address: **328 East 1000 North, Spanish Fork, Utah**

84660 United States

b.

Child Name: **Samantha Kaitlin Medina**

Date of Birth: **May 14, 2016**

i.

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

Move-in Date: **Nov 1, 2023**

Address: **328 East 1000 North, Spanish Fork, Utah 84660 United States**
(1).

Caretaker at this address: **Deanna Broadbent**

Caretaker current address: **328 East 1000 North, Spanish Fork, Utah**
84660 United States

C.

Child Name: **Aaron Joseph Medina**

Date of Birth: **Apr 6, 2021**

i.

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

Move-in Date: **Nov 1, 2023**

Address: **328 East 1000 North, Spanish Fork, Utah 84660 United States**
(1).

Caretaker at this address: **Deanna Broadbent**

Caretaker current address: **328 East 1000 North, Spanish Fork, Utah**
84660 United States

Children – Other court proceedings

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

I say the following:

5. There are no custody, child support, or parent-time cases about **Erika Leigh Medina** and **Daniel Rudy Medina**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Erika Leigh Medina** and **Daniel Rudy Medina** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Erika Leigh Medina** and **Daniel Rudy Medina**.

Children - custody

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

7. It is in the children's best interest that **Erika Leigh Medina** be awarded Sole Legal and Sole Physical custody **Daniel Rudy Medina** should have parent-time at reasonable times and places.

8. The parents will follow a custom parent-time schedule:

a. **Daniel Rudy Medina will have the children when he is able, due to living in Mesquite, NV, while the children live in Spanish Fork, UT with Erika Leigh Medina.**

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Daniel Rudy Medina	Erika Leigh Medina
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
Presidents' 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 Break	(1) Holiday begins at: (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.	Odd years	Even years
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 Daniel Rudy Medina is the mother or other parent granted Mother's Day in the order.	All years if Erika Leigh Medina is the mother or other parent granted Mother's Day 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 Daniel Rudy Medina is the father or other parent granted Father's Day in the order.	All years if Erika Leigh Medina is the father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not	Even years	Odd years

Holiday	Period	Daniel Rudy Medina	Erika Leigh Medina
	Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor 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 Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (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 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (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.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses 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 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor 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 Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
Mother's birthday Every year	Holiday begins day before at 7:00 pm and ends at 8:00 pm the day of the holiday every year	none	every year
Father's birthday Every year	Holiday begins day before at 7:00 pm and ends at 8:00 pm the	every year	none

Holiday	Period	Noncustodial Years	Custodial Years
	day of the holiday		

Parent-time transfers

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

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

Curbside transfers

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

Decision-making

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

Education plan

13. The school the children will attend is based on **Erika Leigh Medina's** home residence.

14. Erika Leigh Medina and Daniel Rudy Medina has authority to check the children out of school. Erika Leigh Medina and Daniel Rudy Medina has access to the children during school. If the parents cannot agree, education decisions will be made by Erika Leigh Medina.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

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

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

- By any method

Records and information sharing

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

Travel by the children

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

20. If the children will be travelling for more than **3** days, the parent arranging the travel will notify the other parent at least **2** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **2** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

A licensed child care provider.

A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

22. If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

23. If either parent lives 150 miles or more away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or

(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

- ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
 - i.
 - (A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
 - (B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and
 - ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.
- c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:
 - i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and
 - ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and
 - iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.
- d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
 - i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.
 - ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
 - iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's

monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

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

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

Changing the plan

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

END OF PARENTING PLAN

Income: Petitioner (Erika Leigh Medina) (Utah Code 81-6-203)

26. **Erika Leigh Medina's** gross monthly income for child support purposes is **\$5084**.

Erika Leigh Medina base child support amount using the **sole** custody calculation is **\$1223**. **Erika Leigh Medina** receives the following gross monthly income:

a. **Erika Leigh Medina** has the following income from any of these sources:

Source: Child Support for Stepdaughter, Monthly amount: \$183.00

Income: Respondent (Daniel Rudy Medina) (Utah Code 81-6-203)

27. **Daniel Rudy Medina's** gross monthly income for child support purposes is **\$1257**.

Daniel Rudy Medina's base child support amount using the **sole** custody calculation is **\$189**. **Daniel Rudy Medina** receives the following gross monthly income:

a. **Daniel Rudy Medina's** occupation is unknown. The court should consider

Daniel Rudy Medina wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(c) and (d))

28. The adjusted gross monthly income for **Daniel Rudy Medina** is **\$1257**.

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

29. It is in the best interest of the children that **Daniel Rudy Medina** be ordered to pay child support to **Erika Leigh Medina** as follows:

a. **\$189.00** per month base support. This amount complies with the Utah Child Support Act.

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

31. The **sole** custody worksheet was used to calculate child support.

Erika Leigh Medina's base child support amount is **\$1223** per month.

Daniel Rudy Medina's base child support amount is **\$189** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

32. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

33. 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 the Office of Recovery Services.

34. **Erika Leigh Medina** will give **Daniel Rudy Medina** the information needed to set up direct deposit through **Daniel Rudy Medina's** employer. Once **Daniel Rudy Medina** has the information, **Daniel Rudy Medina** will have **Daniel Rudy Medina's** employer set up direct deposit to an account of **Erika Leigh Medina's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

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

36. **Daniel Rudy Medina** will pay any ORS fees. If **Erika Leigh Medina** is the ORS applicant and the fees are withheld from payments to **Erika Leigh Medina**, **Daniel Rudy Medina** will reimburse **Erika Leigh Medina**.

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

38. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- 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,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

39. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

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

Dependent children for tax purposes

41. **Erika Leigh Medina** may claim the parties' children as dependents/exemptions for tax purposes.

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

42. 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),

43. Both parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

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

- **Erika Leigh Medina's** insurance will be primary coverage.
- **Daniel Rudy Medina's** insurance will be secondary coverage.

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

- **Erika Leigh Medina's** spouse's insurance will be primary coverage.
- **Daniel Rudy Medina's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

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

44. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Erika Leigh Medina get state help through Workforce Services, and don't have to pay any extra childcare expenses

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

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

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

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

Vehicles

47. Vehicles will be divided as follows:

a.

Year: **2006**

Make: **Dodge**

Model: **Grand Caravan**

VIN: **1D4GP24R06B633483**

Owner (before divorce): **Daniel R Medina or Erika L Medina**

Current value: **\$2,135.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue book**

Ownership After Divorce: **Daniel Rudy Medina**

Loan: **N/A**

b.

Year: **2013**

Make: **Honda**

Model: **Odyssey**

VIN: **5FNRL5H60DB079228**

Owner (before divorce): **Daniel Medina and Erika Medina**

Current value: **\$24,335.54**

Amounts Estimated: **yes**

Basis of Estimation: **Purchase Agreement**

Ownership After Divorce: **Erika Leigh Medina**

i.

Lender: **Lucky's Auto Credit**

Address: **9032 State Street, Sandy, UT 84070**

Date Acquired: **N/A**

Amount Owed: **\$22,145.54**

Amounts Estimated: **yes**

Basis of Estimation: **estimated due to previous payments**

Monthly Payment: **\$730.00**

The debt will be paid as follows: **Erika Leigh Medina will pay the loan, and Daniel Rudy Medina will help pay what he can when he is able to start working.**

Bank and credit union accounts

48. Bank and credit union accounts will be divided as follows:

a.

Account Number: **4515**
Account Type: **checking**
Institution Name: **Deseret First Credit Union**
Address: **1137 N Canyon Creek Parkway, Spanish Fork, UT 84660**
Date Opened: **N/A**
Balance (US Dollars): **-\$1,000.00**
Estimated: **yes**
Estimation basis: **not sure of the exact amount**
Owner: **Erika Leigh Medina and Daniel Rudy Medina**
Co-Owner(s): **N/A**
Divide as follows: **50/50**

b.

Account Number: **8376**
Account Type: **Savings**
Institution Name: **Deseret First Credit Union**
Address: **1137 N Canyon Creek Parkway, Spanish Fork, UT 84660**
Date Opened: **N/A**
Balance (US Dollars): **\$5.00**
Estimated: **yes**
Estimation basis: **not sure of amount**
Owner: **Erika Leigh Medina and Daniel Rudy Medina**
Co-Owner(s): **N/A**
Divide as follows: **Daniel Rudy Medina should be awarded the entire balance of \$5.00 from this money.**

Debts

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

Real property

50. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

Erika Leigh Medina's Financial Need

51. **Erika Leigh Medina's** net income (after taxes) is **\$4,851.29** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 4901
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	\$ 0

Temporary Assistance for Needy Families (TANF), etc.

Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 183
	\$ 0
Total Gross Monthly Income	\$ 5084

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 37
Municipal Income Tax	\$ 0
FICA	\$ 64.58
Medicare	\$ 131.13
Total Monthly Tax Deductions	\$ 232.70999999999998

52. **Erika Leigh Medina's** ability to earn is limited for the following reasons:
- caring for child of the **Daniel Rudy Medina**
 - other reasons **Children with me full time and have extracurricular activities**
53. **Erika Leigh Medina** has taken these reasonable efforts to improve their employment situation:
- Currently holds 2 jobs at the moment**
54. **Erika Leigh Medina** faces these reasonable barriers to improving their employment situation:
- Currently taking care of children full time who have extra curricular activities**
55. **Erika Leigh Medina** will be receiving per month in child support in this case.
56. **Erika Leigh Medina's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 1600
Real estate taxes (if not	

included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 800
Clothing	\$ 250
Automobile payments	\$ 730
Automobile insurance	\$ 245
Automobile fuel	\$ 200
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 225
Telephones	\$ 175
Paid television, cable, satellite	\$ 0
Internet	\$ 75
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 70
Education (children)	\$ 0
Education (self)	\$ 0
Health care insurance	\$ 0
Health care expenses (excluding insurance listed	\$ 0

above)	
Other insurance	\$ 0
Entertainment	\$ 0
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 0
Other	\$ 0
Total current monthly expenses	\$4370

57. **Erika Leigh Medina**'s marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$ 1600
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 900
Clothing	\$ 250
Automobile payments	\$ 730
Automobile insurance	\$ 245
Automobile fuel	\$ 400
Automobile maintenance	\$ 200
Other transportation costs (public transportation,	\$ 0

parking, etc.)	
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 300
Telephones	\$ 175
Paid television, cable, satellite	\$ 0
Internet	\$ 70
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 183
Child care	\$ 0
Extracurricular activities for children	\$ 70
Education (children)	\$ 0
Education (self)	\$ 0
Health care insurance	\$ 0
Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	\$ 0
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 0

Other	\$ 0
Total marital monthly expenses	\$5123

58. The difference between **Erika Leigh Medina's** monthly net income (including child support) and monthly expenses is **\$0.00** based on **current** expenses. This is **Erika Leigh Medina's** monthly financial need.

Daniel Rudy Medina's Ability To Pay

59. **Daniel Rudy Medina's** net income (after taxes) is **\$0.00** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 0
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior	

marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0

Total Gross Monthly Income \$ 0

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0

60. **Daniel Rudy Medina** will be paying per month in child support in this case.

61. **Daniel Rudy Medina's** current reasonable monthly expenses are as follows:

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

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

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

62. The difference between **Daniel Rudy Medina's** monthly net income and monthly expenses (including child support) is **\$0.00**. This is **Daniel Rudy Medina's** ability to pay alimony each month.

63. **Daniel Rudy Medina** and **Erika Leigh Medina** have been married for **14** years and **10** months.

64. The value of real property during the marriage is **\$0.00**

65. The value of personal property during the marriage is **\$26,470.54**.

66. The court should also consider these other factors: **That Daniel needs to find work and to update as soon as possible**

Alimony Payment

67. **Daniel Rudy Medina** will pay **Erika Leigh Medina \$0.00** in alimony each month.

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

69. The payment schedule will be:

- one half by the 5th day of each month, and
- the other half by the 20th day of each month.

70. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may also collect alimony and their payment schedule will be followed.

71. **Daniel Rudy Medina's** alimony obligation will end the earliest of the following:

- **14** years and **10** months.
- If **Erika Leigh Medina** remarries.

Retirement money

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

Duty to sign documents

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

Name after divorce

74. **Erika Leigh Medina** changed **her** name when the parties married. **Erika Leigh Medina's** name will be **Erika Leigh Paice** after the divorce.

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

08/12/26

Date

Signature

►  

Judge

Judge Thomas Low

Signature

Date

Commissioner

Approved as to Form.

Other Party

Signature

Other Party

Daniel Rudy Medina

Name

Certificate of Service

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

a.

Name: **Daniel Rudy Medina**

Method of service: **Postal Mail**

Address: **479 Bulldog Dr., Mesquite, NV, 89027**

Date of Service: **Jul 13, 2026**

07/12/2026

Date

Signature

►

Erika Medina

Printed
Name

Erika Medina