



KENT R. COTTAM #13181
LEGAL AID SOCIETY OF SALT LAKE
960 South Main Street
Salt Lake City, Utah 84101
Telephone: (801) 328-8849
Email: kcottam@lasslc.org
Attorney for Petitioner

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

In the Matter of the Marriage of:

MARIA DEL CIELO RANGEL MEDINA,

Petitioner,
and

RODOLFO ANTONIO GARCIA
HERNANDEZ

Respondent.

DECREE OF DIVORCE
AND JUDGMENT

Civil No. 264902302 DA

Judge Richard Daynes

Commissioner Kim M Luhn

The above-entitled matter came before the Honorable Judge Daynes. Petitioner, Maria del Cielo Rangel Medina, (herein after referred to as “Maria” or “Petitioner”) was represented by Kent R. Cottam, LEGAL AID SOCIETY OF SALT LAKE. Respondent, Rodolfo Antonio Garcia Hernandez (herein after referred to as “Rodolfo” or “Respondent”) was regularly served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters Rodolfo's default. Maria has attended the Mandatory Divorce Education Course and said attendance has been waived for Rodolfo. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Maria is hereby awarded a Decree of Divorce from Rodolfo such to become final upon signature and entry herein.

2. Both Maria and Rodolfo resided in the marital relationship in the State of Utah, or the acts complained of by Maria were committed by Rodolfo in the State of Utah and therefore this Court has long-arm jurisdiction over Rodolfo pursuant to Utah Code § 78B-3-205.

3. Maria and Rodolfo were married on June 8th 2024 in Farmington and are presently married. The parties separated on or about November 2025.

Provisions Relating to Grounds

4. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

Provisions Relating to the Children of the Marriage

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

“C.A.G. born March of 2024”.

6. Pursuant to Rule 100 Utah Rules of Civil Procedure, Maria states, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction and Enforcement Act

7. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code § 78B-13-101 *et seq.* in that:

a. Utah is the home state of the minor child at the time of commencement of this proceeding.

b. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor child which have been filed, or are pending, or have been completed with an order.

c. Maria has no information of any proceedings that could affect the current proceeding, including proceedings for criminal, delinquency, protective orders, termination of parental rights, or adoptions.

d. Maria does not know of any person, not a party to these proceedings who has physical custody of the minor child or who claims rights of legal custody or physical custody of, or visitation with, the minor child.

Provisions Relating to Child Custody and Parent-Time

8. Maria shall be awarded the sole legal custody and sole physical custody of the parties' minor child, subject to Rodolfo's right to parent-time at reasonable times and places pursuant to the following statutory schedules:

9. Reasonable parent-time shall be as the parties agree. If the parties do not agree to a parent-time schedule, the following schedule pursuant to Utah Code § 81-9-304 should be considered the minimum parent-time to which the noncustodial parent and the child should be entitled:

Utah Code § 81-9-304 Minimum schedule for children under five years old.

e. Children at least 18 months old but younger than three years old.

i. **Every week:** one weekday evening to be specified by the noncustodial parent or the court:

A. beginning at 5:30 p.m. and ending at 8:30 p.m.; or

B. if the child is being cared for during the day outside the child's regular place of residence and with advance notice to the custodial parent, beginning at the time that the child is picked up from the caregiver and ending at 8:30 p.m.;

ii. **Weekends:** alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday;

iii. **Holidays:** each holiday granted to the noncustodial parent in accordance with the holiday schedule below.

iv. **Extended parent-time:** two (2) one-week periods, separated by at least four weeks, at the option of the noncustodial parent, as follows:

A. one week of uninterrupted parent-time for the noncustodial parent; and

B. one week of interrupted parent-time where the custodial parent may have an equal amount of weekday parent-time as the noncustodial parent on the same day on which the noncustodial parent is granted weekday parent-time above;

C. the custodial parent is entitled to one week of uninterrupted extended parent-time;

D. a parent shall notify the other parent at least 30 days in advance of the parent's plans for the exercise of extended parent-time.

v. **Virtual parent-time:** virtual parent-time supplements, but does not replace, in-person parent-time.

A. brief telephone contact at reasonable hours and for a reasonable duration;

B. virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, at reasonable hours and for reasonable duration. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

1. the best interests of the child;
2. each parent's ability to handle any additional expenses for virtual parent-time; and
3. any other factors the court considers material.

f. **Children at least three years old but younger than five years old.**

i. **Every week:** one weekday evening to be specified by the noncustodial parent or the court:

A. beginning at 5:30 p.m. and ending at 8:30 p.m.; or

B. if the child is being cared for during the day outside the child's regular place of residence and with advance notice to the custodial parent, beginning at the time that the child is picked up from the caregiver and ending at 8:30 p.m.;

ii. **Weekends:** alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday;

iii. **Holidays:** each holiday granted to the noncustodial parent in accordance with the holiday schedule below.

iv. **Extended parent-time:** two (2) two-week periods, separated by at least four weeks, at the option of the noncustodial parent, as follows:

A. two weeks of uninterrupted parent-time, which may be consecutive, for the noncustodial parent; and

B. two weeks of interrupted parent-time, which may be consecutive, where the custodial parent may have an equal amount of weekday parent-time as the noncustodial parent on the same day on which the noncustodial parent is granted weekday parent-time above.

C. the custodial parent is entitled to one week of uninterrupted extended parent-time.

D. a parent shall notify the other parent at least 30 days in advance of the parent's plans for the exercise of extended parent-time.

v. **Virtual parent-time:** virtual parent-time supplements, but does not replace, in-person parent-time.

A. brief telephone contact at reasonable hours and for a reasonable duration;

B. virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, at reasonable hours and for reasonable duration. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

1. the best interests of the child;
2. each parent's ability to handle any additional expenses for virtual parent-time; and
3. any other factors the court considers material.

g. Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. the holiday schedule for Mother's Day or Father's Day;

ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

iii. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;

iv. extended parent-time; and

v. the schedule for weekday or weekend parent-time.

h. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

i. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

j. **Holiday schedule:** The following table is the holiday schedule for parent-time.

HOLIDAY	HOLIDAY TIME PERIOD	Years Non- custodial Parent is	Years Custodia l Parent is

		Granted Holiday	Granted Holiday
Dr. Martin Luther King Jr. Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd Years	Even Years
President's Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on President's Day.	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 at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted	Even Years	Odd Years

	the holiday.		
	(2) Holiday ends at 7 p.m. on Memorial Day.		
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.	Every year if non-custodial parent is the mother or other parent granted the holiday in the order.	Every year if custodial parent is the mother or other parent granted the holiday in the order.
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.	Every year if non-custodial parent is the father	Every year if custodial parent is the father or other

		or other parent granted the holiday in th e order.	parent granted the holiday in th e order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day	Even years	Odd years
Independence Day:	(1) Holiday begins on July 3rd at 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.	E ven Years	O dd Years
Labor Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the	Odd Years	Even Years

	child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.		
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 school is dismissed for fall break. (2) Holiday ends at 7 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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Veteran's 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 Holiday:	(1) Holiday begins at 6 p.m. on the day that school dismisses for Thanksgiving.	Even Years	Odd Years

	(2) Holiday ends at 7 p.m. on day before school resumes.		
Winter Break (First Half):	(1) Holiday begins at 6 p.m. on the day on that school dismisses for winter break. (2) Holiday ends on December 27 th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half):	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

Provisions Relating to Child Support Payments

10. Maria is not employed and provides full time care for the minor child.
11. Upon information Rodolfo is employed, earns **\$20.00** per hour, works 40 hours per week and therefore grosses **\$3,467.00** per month.

12. Pursuant to Utah Code § 81-6-202 Rodolfo shall be ordered to pay child support to Maria commencing **December 1, 2025, the first day of the first month following the separation of the parties**, as follows:

a. The sum of **\$539.00** per month as base support for the minor child of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

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

c. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 26B-9 Parts 4 and 5. This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the

Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, Rodolfo should make child support payments directly to Maria.

d. Pursuant to Utah Code § 81-7-102 all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first day of each month, unless otherwise specified.

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

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

g. Maria should be awarded judgment for child support arrears against Rodolfo in the amount of **\$ 2,695.00** for the period of November 2025 through April 2026 (5months x **\$539.00** = **2,695.00**).

h. Pursuant to Utah Code § 81-6-104 and 204 each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be **\$539.00**. The child support obligation of the mother shall be **\$30.00**. Except during periods of court-ordered parent-time, if physical custody of the children changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent

who has physical custody, to a relative to whom physical custody of the children have been voluntarily given, or to the state if the children are in state custody.

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

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

k. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4) the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes

in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

Provisions Relating to Health Insurance

13. Pursuant to U.C.A. § 81-7-102, (1953, as amended) the parent(s) shall provide health care coverage, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent child.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

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

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of

any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

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

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

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Child Care Expenses

14. Pursuant to Utah Code § 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training related child care expenses of the custodial parent.

a. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive

credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

Provisions Relating to Life Insurance

15. Rodolfo currently has in force and effect a life insurance policy on Rodolfo's life. Rodolfo shall maintain in full force and effect said life insurance policy until the child support obligation herein terminates. During such period, Maria should irrevocably designate the parties' minor child **as a beneficiary** on said life insurance policy, and designate Maria's as the trustee for said minor child.

Provisions Relating to Debts and Obligations

16. Upon information and belief, the parties have no outstanding debts or obligations.

Provisions Relating to Personal Property

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

Provisions Relating to Real Property

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

Provisions Relating to Alimony

19. Neither party shall be awarded alimony.

Provisions Relating to Pension and Related Assets

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

Miscellaneous Provisions

Restraining Order

21. Rodolfo shall be permanently restrained from bothering, harassing, annoying, threatening, or harming Maria at Maria's place of residence, employment or any other place.

Taxes

22. Maria shall be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns in **even** numbered years. Providing that Rodolfo is current in all child support obligations herein and current in all other financial obligations herein, Rodolfo shall be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns in **odd** numbered years.

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

Attorney's Fees

23. Based upon Maria's need to hire counsel and bring this action before the Court and consistent with U.C.A. § 81-1-203 Rodolfo shall be ordered to pay Maria's attorney fees and Maria be awarded judgment against Rodolfo for attorney fees in the amount of \$350.00.

//END DOCUMENT//

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

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of August 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served ☐ via the court's electronic filing system, ☒ by mail postage prepaid, ☐ via hand-delivery, ☐ via facsimile, ☐ via e-mail, as addressed, to:

Rodolfo Antonio Garcia Hernandez
1204 N 2525 W
Layton, Utah 84041

Maria del Cielo Rangel Medina
2278 W Lexington Park Dr. Apt. 3
West Valley, Utah 84119

/s/ *Angelica Morales*

Angelica Morales, Paralegal to
Kent R. Cottam, Attorney for Petitioner