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**IN THE FOURTH DISTRICT COURT - PROVO
STATE OF UTAH**

In the Matter of the Marriage of

SANTA DELGADO ARBALLO,
Petitioner,

And

RYAN JOSEPH ARBALLO,
Respondent.

DECREE OF DIVORCE

Case No. 264401668

Judge: KASEY L WRIGHT
Commissioner: MARIAN ITO

BASED UPON the Findings of Fact and Conclusions of Law filed herewith, **IT IS
HEREBY ORDERED, ADJUDGED AND DECREED:**

IT IS HEREBY ORDERED:

1. Residency. Petitioner, hereinafter also "Mother," is a bona fide resident of Utah County, State of Utah and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics. Mother and Respondent (hereafter also "Father") were married on December 22, 2017 in the city of Mapleton, Utah County, Utah and are presently married. The parties separated on or about June 9, 2025.
3. Grounds. Since the marriage of the parties, there have arisen irreconcilable

differences between the parties, making it impossible to continue the marital relationship.

4. Children. The parties are the parents of two minor child: A.J.A., born 7/10/2019, and S.E.A., born 6/24/2020.

5. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13 *et seq.* (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding. The parties acknowledge jurisdiction of this court and consent thereto and agree that the court may enter judgment in accordance with the terms of this Stipulation.

6. Child Custody. The parties are awarded joint legal custody of the minor children. Mother is awarded sole physical custody of the minor children.

7. Parent Time. Father's parent-time shall be as the parties can agree in writing. If the parties cannot agree, Father's reasonable rights to parent time shall be defined by UCA §81-9-302, as amended. The parties will not schedule events for the children on the other parent's time, or allow the children to do so, except as otherwise agreed in writing.

8. Holiday and Summer Parent-time.

a. Holiday parent-time shall be as the parties may agree in writing.

b. Each party shall be entitled to two weeks of uninterrupted summer parent time. Additionally Father shall be entitled to two additional weeks of summer parent time, interrupted by mid-weeks for Mother as normally exercised by Father, or as statutorily indicated by UCA §81-9-302.

c. Election of Summer Parent Time. For purposes of designating summer

uninterrupted parent time: Father will designate his 4 weeks and the mother will designate her 2 weeks by May 1st each year. If a party gives timely notice and the other parent does not, the complying party will have the first choice of his or her 2 week schedule for that year. If there is a conflict in summer scheduling, and both parties or neither party gave timely notice, then the father will have precedence in even-numbered years to designate a 2-week period, and the mother will have precedence in odd-numbered years to designate her 2-week period.

9. Parenting Plan. The parties shall adopt the advisory guidelines found in U.C.A. §81-9-202 as their parenting plan, in addition to the following provisions:

- a. First Right of Refusal. Parental care shall be presumed to be better than surrogate care. Each party shall be responsible to give the other party the first right of refusal to provide care for the children if they will be away from the children, as the parties may agree. The parties have historically informally exercised this right in this manner.
- b. Communication. The parties may only communicate via telephone (for child-related emergencies only), text message, email, or mail (when necessary and appropriate). Communication shall be for the limited purpose of arranging parent time and addressing child related issues. All communication will be civil. The children will not be used as messengers between the parties. Other than as indicated herein, the parties will have no direct or indirect contact with one another.
- c. Travel. Each party shall be responsible to provide the other with an itinerary and contact information before taking the children away from home for more than one

consecutive overnight, and follow the provisions of U.C.A §81-9-202.

d. Exchanges/Transportation. The receiving parent will provide the transportation. The fifteen minute rule will apply. Exchanges will be school-to-school or curbside (i.e., the exchangers are able to touch their respective vehicles or home doors at all times), via a mutually agreeable third party. Other than polite greetings, there will be no communications at exchanges except as otherwise set forth herein.

e. Virtual Communication. Each party may have reasonable and uncensored virtual and/or phone contact with the children while they are with the other parent. The children may call either parent at any reasonable time. The parties will not question the children regarding virtual/telephone conversations between the children and the other parent. Virtual/telephone visitation will take place as the parties agree. The parties shall not unreasonably deny such calls, nor shall either party call to an excessive decree.

f. Joint Decision-Making. The parties shall consult with each other regarding major decisions for the children, including, without limitations, such things as elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, Mother shall make the final decision.

g. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.

10. Future Mutual Drug Testing. The parties will submit to drug testing at the request of the other party and will inform the testing agency that the test is court ordered, as opposed to a voluntary personal test. If a UA is requested, that test will be completed within 24 hours of receipt of the request, and the test will be observed. If a hair test is requested, the test will be completed within 5 days of receipt of the request. The party requesting the drug test shall pay for the cost of the test. If the test is “dirty” or “positive”, the party submitting to the test shall be responsible to reimburse the requesting party for the test within 30 days. The results of the drug test are to be provided to the court and opposing counsel within 2 weeks of completion. If a hair test is requested, the parties will not cut, bleach, or alter their hair prior to taking the test. Except for good cause shown, failure to take the test will be considered a “dirty” or “positive” test result.

11. Mutual Restraining Orders.

a. Impairing Substances. The parties are restrained from consuming illegal drugs or non-prescribed drugs. The parties are restrained from consuming alcohol when the minor children are in their care or within 24 hours prior to caring for the minor children, and from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

b. Disparaging. Both parties are restrained from saying or doing anything that would tend to diminish the children’s love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of

the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children. Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. Supportiveness. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent.

d. Harassment. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Forensic Interviewing. No one will be allowed to discuss with the children or otherwise receive, solicit, or encourage non-spontaneous disclosures regarding or any prior "bad acts" allegations (e.g., abuse/neglect) except law enforcement, a Guardian *ad Litem*, a professional supervising agency, a therapist for purposes of therapy (as opposed to forensic purposes), or a licensed, trained professional in the course of a forensic investigation or evaluation, a Special Master, or DCFS.

- f. Obscene Language. Neither party will use obscene language, either in general or specifically directed at another person, when within hearing of the parties' minor children.
 - g. Physical Discipline. The parties will not use or threaten to use corporal punishment or physical discipline on the minor children.
 - h. Belittling. The parties shall not disparage, belittle or demean the minor children. Healthy correction and appropriate discipline will not be considered demeaning or disparaging to the children.
 - i. Relationships of Other Party. The parties shall not discuss with the parties' minor children the relationships of the other parent (e.g. relatives, boyfriends, girlfriends) in a negative manner.
 - j. Arguing/Domestic Violence. The parties shall not argue with each other or their romantic partners within the hearing or conscious presence of the parties' minor children. The parties will not physically struggle with each other or any other person or commit any acts of domestic violence while in the sight or hearing of the children.
 - k. Third Party Violations. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, removing the children from the presence of third party violators, if necessary.
12. Child Support. Mother's gross income is or should be imputed at \$2,600 per month. Father's gross income is or should be imputed at \$1,600 per month. Father shall

pay child support to Mother in the amount of \$255 per month, beginning April 1, 2026. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit.

a. Income Withholding. Mother shall be entitled to withholding income as a means of collecting child support, pursuant to §81-4-501 1 and §62A-11-401, et seq., Utah Code Annotated, as amended. Father should pay the processing fees.

b. Reduction When Child Becomes 18. In accordance with Utah Code, §81-6-213, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award should be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award should not be reduced by a per-child amount derived from the base child support award originally ordered.

c. Reduction for Extended Parent-Time. In accordance with Utah Code Annotated, §81-6-211, the base child support award should be:

i. Reduced by 50 percent (50%) for each child for the time periods during which the child is with the non-custodial parent by order of the Court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time.

ii. 25% for each child for time periods during which the child is with the non-custodial parent by order of the Court, or by written agreement of the parties for at

least 12 of any 30 consecutive days of extended parent-time.

- iii. Normal visitation and holiday visits to the custodial parent should not be considered an interruption of the consecutive-day requirement. The per-child amount to which the abatement applies should be calculated by dividing the base child support award by the number of children included in the award.

13. Medical Expenses. The parties shall maintain or obtain medical and dental insurance when such is available through employment or at a reasonable cost. Currently, the children are covered through Medicaid. Utah Code §81-6-208 shall apply and order the equal division of any out-of-pocket amount incurred for the medical expenses of the minor child not covered by a policy of insurance, including any applicable co-payments, premiums, and deductibles. A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar day. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party maybe denied the right to reimbursement for such expenses. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary, and the coverage of Father will be secondary. If a parent remarries and his or her 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 health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same

designation as the primary or secondary plan of the dependent child.

14. Child Care Expenses. The parties shall pay for their own childcare expenses.

15. Alimony. Each party is fully capable of supporting themselves, and therefore, neither party should be awarded alimony. Each party specifically waives the right to receive alimony from the other both now and in the future.

16. Real Property. The parties have not acquired any real property during the course of the marriage.

17. Financial Accounts. The parties have no financial accounts to divide.

18. Personal Property. Each party is awarded all personal property in his or her possession.

19. Business(es). Neither party owns a business

20. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

Debt:	Approximate Balance:	Responsibility of:
America First Line of Credit	Unknown	Father

- a. Father shall within 30 days get Mother's name off the loan.
- b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- c. Each party shall be responsible for his or her own debts acquired since the date of separation.
- d. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise

provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

21. Retirement. Neither party has acquired any retirement or pension accounts during the course of the marriage.
22. Tax Credits. Mother shall claim the children for tax purposes each year.
23. Maiden Name. Mother may resume using her maiden name of Delgado, if she so desires.
24. Divorce Classes. Mother will take the "Mandatory educational course for divorcing parents" and the "Mandatory orientation course for divorcing parties" within 60 days of the filing of this petition. Father will do so within 30 days of being served with the petition.
25. Dispute Resolution. The parties shall return to mediation prior to filing a Petition to Modify the final orders of the Court.
26. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions of this agreement.
27. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.
28. Waiver of Discovery, Trial and Acceptability. The parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understand that the mediator is not giving legal,

tax, or asset valuation advice to either party but is a neutral facilitator only. The parties have the right to advice of legal counsel of his or her own choice before signing their stipulation and have received such advice or hereby waive that right.

29. Fair Settlement Disclosure: Both parties agree that the terms herein are fair and reasonable; they agree to these terms voluntarily and of his or her own free will; and each does so free from any undue influence, threat, or duress.

30. Miscellaneous Provisions: The Stipulation of the parties is effective on the date signed by all parties. This agreement resolves all issues pending between the parties. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

This Order is signed when dated and stamped at the top of page one of this document.

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE AND CERTIFICATE OF SERVICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you are hereby notified that the foregoing Order will be sent to the Court for signing upon the expiration of seven (7) days from the date of this Notice, plus seven (7) for mailing if applicable, unless a written objection is filed with the court prior to that time. I hereby certify that on the 11th day of June, 2025, I caused a true and correct copy of the foregoing ORDER to be served via email on the following:

Ryan Arballo
281 E. 950 S.
Payson, UT 84651
connect.rja@gmail.com

/s/Ryan B. Peterson
Ryan B. Peterson
Attorney for Petitioner