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In the District Court of Utah

Third Judicial District, Salt Lake County

In the Matter of the Marriage of
CRYSTAL DAWN SANABRIA,
Petitioner

and

RALPH SANABRIA,
Respondent

**DECREE OF DIVORCE AND
JUDGMENT**

Civil No. 244903996

Judge Matthew Bates

Commissioner Renee Blocher

The above-entitled matter came before the Honorable Matthew Bates. The Petitioner was represented by Sheri Throop. The Respondent was regularly served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters the Respondent's default. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, hereby enters the following:

ORDERED, ADJUDGED AND DECREED:

1. Petitioner is hereby awarded a Decree of Divorce from the Respondent, such to become final upon signature and entry herein.

Information Relating to the Children of the Parties

1. There has been one child born as issue of this marriage; J.S., born 1/2013.
2. There are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court pursuant to Utah R. Civ. P. 100.

Child Custody and Parent-time

3. Petitioner shall be awarded the sole physical and sole legal custody of the minor child of the parties. The parents will follow a custom parent-time schedule.

Parenting Plan

Custody Provisions

4. Custody and residency shall be exercised as the parties agree. If the parties do not agree, Respondent shall have parent-time with the minor child on weekends with the minor child being returned on Sunday evening before 5:00 p.m.
5. Regardless of the above schedule, the following holiday provisions will take priority over any other rights to custody or residency:
 - a. Labor Day - as the parties agree

- b. Columbus Day - as the parties agree
- c. Fall Break - as the parties agree
- d. Halloween - Petitioner shall have every year
- e. Veteran's Day - as the parties agree
- f. Thanksgiving Break - Respondent shall have even years,
Petitioner shall have odd years
- g. Christmas Eve - Petitioner shall have every year
- h. Christmas Day - Respondent shall have even years, Petitioner
shall have odd years
- i. New Year's Eve - Respondent shall have even years,
Petitioner shall have odd years
- j. New Year's Day - Respondent shall have even years,
Petitioner shall have odd years
- k. Martin Luther King Day - Respondent shall have odd years,
Petitioner shall have even years
- l. President's Day - Respondent shall have even years,
Petitioner shall have odd
- m. Spring Break - Respondent shall have odd years, Petitioner
shall have even
- n. Mother's Day - Petitioner shall have every year
- o. Memorial Day - Respondent shall have even years, Petitioner
shall have odd years

- p. Father's Day - Respondent shall have every year
 - q. Juneteenth - Respondent shall have even years, Petitioner shall have odd years
 - r. Independence Day - Petitioner shall have every year
 - s. Pioneer Day - Respondent shall have even years, Petitioner shall have odd years
 - t. Child's Birthday - Petitioner shall have every year
6. Respondent shall be restrained from removing the minor child from the State of Utah without Petitioner's written consent.

Decision-Making Authority and Future Disputes Provisions

7. Emergency decisions shall be made by the parent with physical custody of the child at the time of the emergency.

Additional Co-Parenting Provisions

8. Petitioner shall be responsible for all transportation.
9. During their parent-time, the parent may consent for the minor child to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.
10. The school the minor child will attend is based on Petitioner's home address. Petitioner has authority to check the minor child out of school. Petitioner has access to the child during school.
11. Parties will communicate with each other by any method.
12. The parties agree they will:

- a. Provide age-appropriate help to the minor child to communicate with the other parent.
 - b. Give the minor child privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.
 - c. Parents and children may communicate with each other whenever the minor child chooses by any method.
13. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

*Notice and Parent-Time Responsibilities in the Event of the Relocation of
Either Party*

14. Neither party may 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.

End Parenting Plan

Provisions Relating to Support Payments

15. Petitioner is self-employed and grosses \$7,127.17 per month.

16. At the time of the filing of the Petition for Divorce in July of 2024, Respondent was employed at Low Price Wet and Green and grossed \$10,833.33 per month.
17. Pursuant to Utah Code Ann. 81-6-202 et seq. Respondent is ordered to pay child support to commence August 2024.
18. Base child support for the minor child of the parties is \$908 per month pursuant to the Uniform Child Support Guidelines.
19. 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, or 25% for each child for time periods for at least 12 of any 30 consecutive days of extended parent-time. 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.
20. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. 62A-11 Parts 4 and 5 (1953 as amended). This income withholding

- procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services.
21. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Respondent in addition to the base child support obligation. If the fees are withheld from payments to Petitioner, Respondent will reimburse these fees to Petitioner.
 22. 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.
 23. Until such time that income withholding is commenced by the Office of Recovery Services, Respondent shall make child support payments directly to Petitioner.
 24. Pursuant to Utah Code Ann. 81-7-102, all monthly payments of child support provided in the order or decree shall be due on the first day of each month, unless otherwise specified.
 25. The issue of child support arrearages may be determined by further judicial or administrative determination.
 26. Pursuant to Utah Code Ann. § 81-6-205 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 \$908. The child support obligation of the mother shall be \$597. 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 has been voluntarily given, or to the state if the children are in state custody.

27. The child support obligation shall continue through the month that the child turns 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Unless otherwise terminated by a statutory factor, that month shall be the final child support payment.
28. Pursuant to Utah Code 81-6-212, the parties have a right to adjust this child support order by motion after 3 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 a of temporary nature, and (3) the amount previously ordered does not deviate from the child support

guidelines. Under Utah Code 62A-11-306.2, 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.

29. Pursuant to Utah Code § 81-6-212, either party has 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 a 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

30. Petitioner shall maintain medical, hospital, and dental insurance for the minor child if it is available to her at a reasonable cost. If medical insurance is not available at a reasonable cost, then both parents must ensure the minor child has health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.
31. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, Petitioner's insurance will be primary coverage and Respondent's insurance will be secondary coverage.
32. 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, Petitioner's spouse's plan will be primary and Respondent's spouse's insurance will be secondary.
33. Both parties will 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.

34. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties.
35. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services if applicable, upon initial enrollment of the dependent children, 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 should have known of the change.
36. A parent who incurs unreimbursed medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
37. A parent incurring unreimbursed medical 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 the verification provisions above.
38. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half

of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

39. In the event that there are two insurance policies for the minor child, the insurance plan of the parent whose birthday falls first in the calendar year is primary, and the insurance plan of the parent whose birthday falls second in the calendar year is secondary.

Provisions Relating to Debts and Obligations

40. The parties have no outstanding debts or obligations.

Provisions Relating to Business Interests

41. The parties' ownership interest in the business Low Price Landscaping and Sprinklers shall be awarded to Petitioner, along with all debts and liabilities associated with the business.

Provisions Relating to Personal Property

42. 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

43. 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

44. Neither party shall be awarded alimony.

Tax Exemptions

45. Petitioner shall be entitled to claim all exemptions for the parties' minor child for the purposes of filing federal and state income tax returns.

Attorney's Fees

46. Each party will assume his/her own costs and attorney's fees incurred in prosecuting this action.

Other

47. The provisions of the Decree of Divorce shall be interpreted using the principles of good faith and fair dealing and principles of reasonableness as determined by the Court.

48. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-right hand corner of the first page of this Order along with the court's seal and the date and time the Order was executed.

Certificate of Service

I certify that on July 5th, 2026, I caused the forgoing Decree of Divorce and Judgment to be served on the individuals below by the method noted, in accordance with Utah R. Civ. P. 5:

Ralph Sanabria
8432 South 6465 West
West Jordan, UT 84084
Via U.S. Mail

Clayton Davis
Via Electronic Filing

/s/ Marsha Stroh