The Order of the Court is stated below:
Dated: November 02, 2026 03:54:31 PM **/s/** LINDA JONES
District Court Judge

Daniel L. Heaps, 18012
STOWELL CRAYK LLC
4252 South 700 East,
Millcreek, Utah 84107
Telephone: (801) 944-3459
Facsimile: (801) 483-0705
Email: daniel@lawscb.com
Attorney for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF: CRYSTAL DENICE GOMEZ, Petitioner, and IRVIN MARTIN ARROYO HERRERA, Respondent.	**DECREE OF DIVORCE** Civil No. 264902516 Judge Linda Jones Commissioner Renee Blocher

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having signed a *Default Certificate* on June 24, 2026 and reviewed further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with Petitioner's *Verified Petition for Divorce* finding said Petition fair, equitable and in the best interests of the parties, and otherwise being fully advised in the premises, for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE as follows:

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is hereby awarded a Decree of Divorce, to become absolute and final upon entry by the Court.

PROVISIONS RELATING TO JURISDICTION

1. Petitioner is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Respondent is a bona fide resident of California.
3. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 81-4-402
4. The parties were married in or about February 2022. They have been separated since 2023.

PROVISIONS RELATING TO GROUNDS

5. Petitioner alleges as grounds for divorce that during the course of the marriage irreconcilable differences have developed between the parties which have rendered the continuation of this marriage impossible.

PROVISIONS RELATING TO THE CHILDREN OF THE PARTIES

6. There are two (2) minor children at issue in this marriage, to wit: **[B.M.H. DOB 6/16/15; and R.A.H. DOB 9/27/18].**

PROVISIONS RELATING TO THE UNIFORM CHILDREN CUSTODY JURISDICTION AND ENFORCEMENT ACT

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

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

    b. Pursuant to Utah Code Annotated § 78B-13-209, said minor children currently reside in Salt Lake County, Utah.

    c. Petitioner does not know of any person, not a party to these proceedings who has physical custody of the children or who claims rights of legal custody or physical custody of, child support or visitation/parent time rights with respect to the children.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

8. **Legal Custody:** Petitioner is awarded sole legal custody of the minor children.

9. **Physical Custody and Parent-Time:** Petitioner is awarded sole physical custody of the minor children. Respondent's parent-time shall be pursuant to Utah Code Ann. § 81-9-209 since he resides in California.

10. **Pickup and Delivery for Parent Time:** Both pick-up and drop off shall be as they agree, unless an agreement cannot be reached, the party exercising parent time, shall pick up the minor child.

11. **Summer/Extended Parent Time:** The parties shall exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. § 81-9-209 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.

12. **Holidays:** The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. § 81-9-209 if they cannot agree, with Petitioner being designated as the custodial parent.

PARENTING PLAN

13. **Advisory Guidelines:** In addition to the parent-time schedules provided in Utah Code Ann. § 81-9-209, the following advisory guidelines in Utah Code Ann. § 81-9-202 shall govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.
14. A parent-time schedule shall be used to maximize the continuity and stability of the minor children's lives.
15. Each parent shall give special consideration to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
16. A parent may not interrupt regular school hours for a school-age minor children for the exercise of parent-time.
17. A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.
18. The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the

minor children are participating or being honored. The noncustodial parent is entitled to attend and participate fully in these functions.

19. The noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records.
20. A parent shall immediately notify the other parent in the event of a medical emergency.
21. Day-to-day decisions involving the children shall be made by the parent with whom the children are then located. Emergency decisions affecting the health or safety of the children shall be made by the parent who is with the children at that time.
22. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, in the form of phone calls or video calls.
23. **Travel:** Respondent shall not be allowed to travel with the children out of the State of Utah without written permission from Petitioner. For emergency purposes, whenever the minor children travel with a parent, the parent shall provide the following information to the other parent: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the minor children or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the minor children's location.
24. **Notice of Contact Information:** Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

25. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

PROVISIONS RELATING TO SUPPORT PAYMENTS

26. Child support shall be calculated pursuant to the Utah Child Support Guidelines and based on the parties' gross monthly income and the parties' respective parent-time with the minor child.
27. Petitioner is unemployed and her gross monthly income shall be imputed at $1,257.
28. Respondent is unemployed. Therefore, his income shall be imputed at $1,257 until such time as he can provide the Court with accurate income verification.
29. Respondent's monthly child support obligation in the amount of $138 shall be payable ½ by the 5th day of each month and ½ by the 20th day of each month.
30. Unless the Court orders otherwise, support for a child shall terminate at the time: (1) the child becomes eighteen (18) years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. §78A-6-801-805.
31. Child support payments may continue to be managed by the Office of Recovery Services (ORS).
32. Child support arrears shall be decided by the Court at a later date.

PROVISIONS RELATING TO HEALTH INSURANCE

33. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor children shall be provided by both parties, if it's available at a reasonable cost.

34. If, at any time, a dependent child is covered by the private health, hospital, or dental insurance plans of both parents, the private health, hospital, or dental insurance plan of Petitioner shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Respondent shall be considered the secondary coverage for the child. If, at any time, a dependent child is covered by Medicaid and a private health insurance plan, the party holding the private health insurance plan shall be considered the primary coverage and Medicaid shall be considered secondary coverage.

35. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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 children in the instant case.

36. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.

37. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of a dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.

38. Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

39. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title

7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

PROVISIONS RELATING TO CHILD CARE RELATED EXPENSES

40. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work-related childcare expenses.

41. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

42. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

43. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

44. Where feasible, the parties shall cooperate to give each other or family members the first right of refusal to provide childcare prior to employing paid childcare.

PROVISIONS RELATING TO ALIMONY

45. Neither party has a need for alimony. Therefore, none shall be ordered.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

46. During the course of the marriage, the parties have acquired certain financial accounts. Each party shall retain any account only in their name free and clear of any claim by the other party. Any joint account shall be divided equitably between the parties.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

47. Any retirement accounts between the parties shall be divided equitably according to Utah law.

PROVISIONS RELATING TO REAL PROPERTY

48. The parties have not acquired any real property during the course of the marriage.

PROVISIONS RELATING TO PERSONAL PROPERTY

49. The parties have acquired certain items of personal property during the course of the marriage which has already been divided.

PROVISIONS RELATING TO BUSINESS INTERESTS

50. Neither party has acquired any interest in a business during the course of the marriage.

PROVISIONS RELATING TO DEBT

51. Each party shall be responsible for any debt in their name only. If there's a debt that's in both parties' names, that debt shall be divided equally.

52. Shall either party fail to pay the debts or notify the respective creditors or obligees as ordered herein, this Court may hold such party in contempt and reopen the property division hereunder in order to compensate the party not in default for such failure to pay or notify, or fashion any other remedy which the Court deems fair and equitable, including awarding costs and attorney's fees incurred by such party as a result of the defaulting party's failure to comply.

53. Each party shall be responsible for any post separation debt.

PROVISIONS RELATING TO TAX CREDIT

54. Petitioner shall claim the minor children as dependents for federal and state tax purposes.

ATTORNEY'S FEES

55. The parties shall pay their own attorney's fees unless Respondent contests this action. If so, he shall pay for Petitioner's attorney's fees.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

56. Mutual Restraining order: Both parties are mutually restrained from harassing, harming, bothering, annoying, threatening, and committing violence against the other party. The parties shall follow the following:

    a. Neither party shall enter the other party's place of residence without expressed permission.

    b. Any communication between the parties shall be civil in nature which includes but is not limited to no cussing, no name calling, nor derogatory language.

    c. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities or medical accounts without permission from the other party.

    d. Neither party shall distribute the other party's image or personal information.

    e. Neither party shall conduct any sort of transaction or make any type of agreement to contact in the other party's name without permission from the other party.

    f. The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third parties to also be so restrained.

    g. Both parties are restrained from discussing the legal action or any adult topics with, or in the presence of, the children and are to instruct third parties to also be so restrained.

MISCELLANEOUS PROVISIONS

57. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

58. On June 24, 2026, the court signed the Default Certificate due to Respondent's failure to answer the Petition.

WHEREFORE, Petitioner prays that a Decree of Divorce be granted pursuant to the terms set forth in this Petition for Divorce.

SO ORDERED

COURT SIGNATURE AT TOP

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of November, 2026, the office of Daniel L. Heaps electronically filed the foregoing DECREE OF DIVORCE with the Clerk of the Court using the ECF system and sending automatic notification to the following via E-mail:

Irvin Martin Arroyo Herrera
0221.irvinherrera@gmail.com
Respondent

/s/ Daniel L. Heaps