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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH, PROVO DEPARTMENT
137 North Freedom Blvd, Suite 100, Provo, UT 84601

IN THE MATTER OF THE MARRIAGE OF:

KATHRYN ANN GINETTI,

Petitioner,

and

CHRISTIAN B. PADGETT,

Respondent.

DECREE OF DIVORCE

Civil No. 264400734 DA

Judge: Derek P. Pullan
Commissioner: Marian Ito

This matter having come before the Court by way of Petitioner's *Petition for Divorce* and *Affidavit of Jurisdiction and Grounds* with the parties having entered into a *Stipulation and Settlement Agreement* on March 11th of 2026, which is now of the official record. After a review of the file, and now being fully advised in the premises herein; the Court, for good cause appearing, hereby hereby **ORDERS, ADJUDGES, and DECREES:**

JURISDICTION AND VENUE

- 1. Residence.** The Petitioner is a resident of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.

2. **Personal Jurisdiction.** The parties resided in the marital relationship in the State of Utah, where the acts complained of by the Respondent were committed by the Petitioner in the State of Utah; and, therefore, the court has jurisdiction over Petitioner pursuant to the Utah Code, §78B-3-205.

3. **Marriage Information.** The Petitioner and Respondent are wife and husband, having been married on June 16, 2018 at Salt Lake City, Salt Lake County, State of Utah, and are presently married.

4. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.

5. **Grounds for Divorce.** During the course of this marriage, the parties have experienced difficulties that cannot be reconciled and therefore the parties are, hereby, granted a Decree of Divorce from the other on the grounds of irreconcilable differences.

CHILD

6. **Minor Child.** The parties are the parents of one child: S. P. born on October of 2019.

7. Pursuant to Utah Rule of Civil Procedure 100[A] there are no proceedings regarding custody, child support, criminal, protective orders, or delinquency involving the above Minor Child in juvenile court or any other court.

8. **Home State Jurisdiction.** Utah had initial jurisdiction and has continuing jurisdiction over Parties and issues regarding child custody, parent-time, and child support pursuant to Utah Code, Section 78B-13-101 through 318 in that:

- a. Utah is the home state of Minor Child at the commencement of this proceeding.

b. Pursuant to Utah Code, Section 78B-13-209, the minor child currently resides with the Mother at 2470 Prairie View Dr, Eagle Mountain, UT 84005.

Initials of Minor Child City, State & ZIP where Minor Child lived (not street address)	Beginning and ending dates Minor Child lived at that address	Name of person(s) with whom Minor Child lived Person's current City, State, & ZIP (not street address)	Person's relationship to Minor Child
S.P. West Valley, UT 84120	October 2019 – October 2020	Kathryn Ginnetti Christian Padgett	Mother Father
S.P. West Valley, UT 84120	October 2020 – June 2021	Kathryn Ginnetti Christian Padgett	Mother Father
S.P. West Valley, UT 84128	June 2021 – September 2022	Kathryn Ginnetti Christian Padgett	Mother Father
S.P. Eagle Mountain, UT 84005	September 2022 – May 2025	Kathryn Ginnetti Christian Padgett	Mother Father
S.P. Eagle Mountain, UT 84005	May 2025 – present	Kathryn Ginnetti	Mother

9. Legal Custody. It is reasonable and proper that both parties be awarded joint legal custody of the parties' Minor Child, subject to a parenting plan that incorporates provisions that are in the child's best interests, including the statutory guidelines contained in Utah Code, Annotated Section 81-9-202.

10. Parenting and Educational Plan. The parties shall adopt the following Parenting and Educational Plan provisions:

a. Both parties shall be listed on and have access to the Minor Child's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the Minor Child's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the Minor Child is involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the Minor Child is participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one

parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;

b. The parties shall each obtain their own information regarding the Minor Child's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information;

i. Mother agrees to add the father to the school email lists for school emails and notifications.

c. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the Minor Child;

d. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the Minor Child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their Minor Child;

f. When a parent leaves the Minor Child in the care of a third-party caregiver, the name and contact information of the other parent shall be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;

g. The parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of the change;

h. The parent who has the Minor Child in his/her care shall make minor day-to-day decisions regarding the Minor Child without having to consult with the other parent;

i. For emergency purposes, whenever the Minor Child travel overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the Minor Child can be reached;

- j. The parties shall work together in a reasonable manner to accommodate each other and to provide the Minor Child consistency and stability;
- k. Special consideration shall be given by each parent to make the Minor Child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Minor Child or in the life of either parent which may inadvertently conflict with the parent-time schedule;
- l. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the Minor Child. The parent with the Minor Child in his/her care shall not interfere with the virtual parent-time;
- m. The parties shall not put the Minor Child in the middle of their disputes;
- n. The parties shall not discuss with the Minor Child or in the Minor Child's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;
- o. The Minor Child shall not be used as messengers between the parents;
- p. The parties shall maintain safe and appropriate sleeping and living accommodations for the Minor Child;
- q. Each party shall have adequate clothing for the Minor Child at his/her residence;
- r. Neither parent shall question the Minor Child about the other parent's activities, personal relationships or how the other parent spends his/her time or money;
- s. The parties shall not ask the child to keep secrets from the other parent;
- t. Each parent shall be supportive and respectful of the other parent in the presence of the Minor Child;
- u. Both parties shall be restrained from saying or doing anything that would tend to diminish the Minor Child's love and affection for the other parent. 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 Minor Child;

- v. Communication regarding the Minor Child shall be directly between the parents and shall not involve third parties;
- w. Both parents shall have access to the Minor Child during school hours and the authority to check the Minor Child out of school during his/her custodial time for emergency purposes or necessary appointments; and,
- x. The parties shall make joint decisions regarding substantial or significant issues affecting the Minor Child including but not limited to the Minor Child's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the Minor Child after consulting with experts, they shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an agreement in mediation, either party shall take the issue before the court.

11. Physical Custody. It is reasonable and proper that the parties be awarded physical custody/parent time of the parties' minor child consistent with the parent time schedule set forth as follows:

- a. The minor child shall reside primarily with the Mother during the school week and some weekends, and with the father on the designated (majority of) weekends. This arrangement is intended to provide consistency, minimize travel, and maintain strong relationships with both parents.
- b. Mother's Parenting Time. The Mother shall have parenting time from Sunday at 3:00 p.m. until Friday at 4:00 p.m. during the week of Father's weekend. The Mother shall be entitled to the first weekend of each month, and the fifth weekend if any as set forth below.
- c. Father's Parenting Time. The father shall have parenting time on the second, third, and fourth weekend of each month, beginning Friday at 4:00 p.m. and ending Sunday at 3:00 p.m. If a month contains a fifth weekend that weekend shall remain with the mother unless otherwise agreed in writing.
- d. School Closures and Teacher Workdays. When school is closed for a teacher workday, in-service, or other single-day closure during the week, the child shall remain with the parent who would normally have her that weekday. If the

closure falls on a Friday or Monday attached to the father's weekend the father will have the option to extend his weekend with the child.

e. Make-Up Time. If either parent misses scheduled parenting time due to illness, travel or otherwise unavoidable circumstances, the parents shall work cooperatively to schedule a make-up period within 30 days. Make-up time shall not reduce or affect the other parent's regular parenting schedule unless agreed upon in writing.

f. Flexibility and Cooperation. Both parents are encouraged to act in good faith to accommodate reasonable requests to schedule changes, family events, or special occasions. All modifications shall be agreed upon in writing, including by text or email.

12.Parent-Time. Parent-time shall be as the parties agree. If the parties are unable to agree, parent-time shall be pursuant to Utah Code §81-9-305, with the following clarifications:

a. Priority of Holiday Schedule – The following holiday schedule and school break schedule shall take precedence over the regular weekly custody schedule. When a holiday period ends, the regular schedule shall resume as if uninterrupted.

b. Alternating Holidays – The parent shall alternate the following holidays on a yearly basis. "Even-numbered years" refer to calendar years ending in an even number (E.g. 2026, 2028).

Holiday	Even Numbered Year	Odd Numbered Year	Exchange Time
New Years Day	Father	Mother	10:00 a.m. January 1
Martin Luther King JR. Day	Mother	Mother	
Presidents Day	Mother	Mother	
Easter / Spring Holiday	Mother	Father	
Memorial Day	Father	Father	Friday 5:00 p.m.. - Monday 3:00 p.m.
Fourth of July	Mother	Mother	
Labor Day	Father	Father	Friday 5:00 p.m. -

			Monday 3:00 p.m.
Thanksgiving	Father	Mother	Wednesday 6:00 p.m. - Sunday 3:00 p.m.
Christmas Eve	Mother	Father	December 23 6:00 p.m. - December 25 10:00 a.m.
Christmas Day	Father	Mother	December 25th 10:00 a.m. - December 27th 10:00 a.m.

c. Currently this schedule is based on the fathers' employers recognized holidays. Non recognized holidays have been highlighted for the purpose of this schedule. At any time, the father's employer is changed or recognized holidays change the changed highlighted holidays will be inserted into the yearly rotation. This has been taken into consideration in the above plan also giving the father nonrotating holidays.

d. Parent and Family-Specific Holidays

i. Mother's Day: The child shall be with the mother from Friday at 4:00 p.m. through Sunday at 3:00 p.m.

ii. Father's Day: The child shall be with the father from Friday at 4:00 p.m. through Sunday at 3:00 p.m.

iii. Child's Birthday: Parents shall alternate each year with the mother taking odd years and the father taking even years. However, when the child's birthday lands during the week the father will be entitled have the child the weekend following her birthday adhering to the regular weekend visitation scheduled pick up and drop off times.

iv. Parent Birthdays: If parent's birthday falls on a weekday that parent can have the following weekend to celebrate, to avoid disrupting the child's school schedule.

e. School Breaks

i. Winter Break: The break shall be divided equally. In even-numbered years, the mother shall have the first half beginning after the child's last day of school until 12:00 p.m. on the midpoint day, The father shall have the second half. In odd-numbered years the schedule will be reversed.

- ii. Spring Break: The parents will alternate annually. The father shall have the entire break in even-numbered years; the mother shall have it in odd-numbered years.
- iii. Summer Break: During summer the parents will rotate weeks dropping off and picking up the child on Sundays at 3:00 p.m. The mother will take the first week and the father will take the second week and rotate thereafter during the summer break. Both parents are encouraged to plan this time accordingly and notify each other at least 30 days in advance in writing if they will not be able to take the child. This is necessary to plan summer holidays and trips.
- f. Flexibility and cooperation. Both parents are encouraged to cooperate in good faith to make reasonable adjustments for family events, travel, or special occasions, provided that any changes are agreed upon in writing (Text or email confirmation is acceptable).

13. Transportation and Exchange Location. Unless otherwise agreed in writing, exchanges shall occur at the Sinclair gas station in Stockton, Utah. The parties shall act in good faith to adjust exchange times to accommodate traffic, weather, or special events. At no time is this exchange to happen in the dark due to the remoteness of the location.

14. First Right of Refusal. The parties will not exercise the First Right of Refusal.

15. Child Care and Expenses. Each party shall be solely responsible for any child care expenses incurred during his or her respective parent-time, without reimbursement or contribution from the other party.

16. Child Support. Kathryn's gross monthly income is imputed at \$2,721, based upon \$15.70/hour. Christian's gross monthly income is \$4,333. Based on the joint custody child support calculation worksheet for one (1) minor child, Christian's child support

obligation to Kathryn will be \$527 per month, commencing February 1, 2026 and onward.

a. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

b. Unless the Court orders otherwise, support for the child shall terminate at the time: (1) the child becomes 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. The child support shall be payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

c. Reduction When Child Becomes 18. In accordance with statute, 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 shall be automatically reduced to reflect the lower base combined child support obligation shown in the table in Utah Code §78B-12-301 for the remaining number of Minor Children due child support. The award shall not be reduced by a per child amount derived from the base child support award originally ordered.

17. Medical/Dental Expenses. In accordance with Utah Code §81-6-208, a parent shall provide and maintain medical and dental insurance for the minor child if it is available to them at reasonable cost and is accessible to the child.

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

b.The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor child, the parent may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium.

c.Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor child, including but not limited to deductibles and copayments.

d.The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

e.A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

f.In addition to any other sanctions provided by the court, a parent incurring 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 Subsections (d) and (e) of this paragraph.

g.If, at any point in time, the dependent minor child is covered by the health, hospital, or dental insurance plans of both parents, Kathryn's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor child and Christian's health, hospital, or dental insurance plan shall be secondary coverage for the minor child. If a parent remarries and the minor 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 minor child.¹ If either party incurs work-related child care expenses, then that parent shall be solely

responsible for those child care expenses during their parent-time and the other party shall have no obligation to reimburse.

18. Tax Benefits. Beginning with the 2025 tax year, the parties shall equally share claiming the minor child for tax benefit purposes related to filing federal and state tax returns as follows:

a. The parties shall alternate claiming the child with Kathryn receiving the benefit for tax years ending in an even number and Christian receiving the benefit for tax years ending in an odd number.

b. The party ordered to pay child support must be current on his/her child support obligation as of December 31st of the tax year he/she is entitled to claim the minor child for tax benefit purposes on his/her tax return.

c. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor child when he/she is entitled to the tax benefit.

19. Divorce Education and Orientation Class. The parties shall each complete the Divorce Education and Orientation Class as required by the State of Utah within twenty (20) days of the signing of the parties' Stipulation, if they have not already done so and shall provide one another through counsel with a copy of the certificate of completion of the class. This course may be taken online at <http://www.divorce.usu.edu/>.

20. Personal Property. During the course of the marriage, the parties acquired personal property which shall be awarded as presently divided.

21. Debts. During the course of the marriage, the parties acquired debts and obligations which shall be divided as follows:

a. There were no joint debts.

b. Each party shall assume their debts in their own name.

c. The Petitioner will assume the debt on the 2023 Mitsubishi Eclipse, which is present in Respondent's name. It will be refinanced and removed from Respondent's name, and the Petitioner will be awarded the vehicle and assume the liability, which refinance will take place within 30 days of signing the Stipulation and Settlement Agreement.

22. Vehicles. During the course of the marriage, the parties acquired a 2023 Mitsubishi Eclipse, which shall be awarded to Petitioner, subject to refinancing the loan and removing it from Respondent's name within the time period indicated above. Each party will be responsible to maintain automobile insurance on the vehicles that they are awarded.

23. Real Property. The parties did not acquire any real property during the course of marriage and none needs to be divided.

24. Alimony. Neither party shall be awarded any alimony from the other as they each have the ability to support and provide for themselves.

25. Retirement. Neither party shall be awarded any retirement from the other, and each party shall be awarded any and all retirement that they have individually accumulated during the marriage, and the other party waives any interest therein.

26. Phone Bill. Petitioner will secure her own phone coverage within 30 days of the Respondent paying the phone bill.

27. Attorney Fees and Costs. Each party shall be responsible for their own attorney fees as a result of this divorce action.

28. Mediation. Prior to or concurrent with the filing of a petition to change any provisions of the final *Decree of Divorce*, the parties should attempt to resolve the issue first through mediation.

29. Identity. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

30. Execution of Final Documents. Each party shall be ordered to sign the necessary documents to implement the provisions of this *Decree of Divorce* entered by the court.

31. Final Stipulation. The parties' Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the parties' Stipulation shall have any force or effect. Kathryn and Christian are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. Kathryn and Christian are satisfied that the Stipulation and this resulting *Decree of Divorce* are fair and reasonable. There are no questions Kathryn and Christian have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the parties' Stipulation and this resulting *Decree of Divorce*.

32. Full Disclosure. Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in this *Decree of Divorce* represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly

33. Right to Counsel. Respondent acknowledges that Dana D. Burrows represents the Petitioner and not the Respondent. Respondent understands that counsel for the Petitioner has not given the Respondent legal advice, and that Respondent is free to seek legal representation, but, in any event, believes that the parties' Stipulation is fair and equitable, and Respondent is under no duress, coercion, or pressure upon entering into this agreement.

34. Effective Date. The parties' Stipulation became effective when signed by all parties on March 11, 2026.

CONCLUSIONS OF LAW

1. The Court has in personam jurisdiction over the parties and the subject matter herein pursuant to U.C.A. §30-3-1(2). Venue is also proper.
2. The Court has jurisdiction to make an initial child custody determination pursuant to U.C.A. §78B-13-101, et. seq.
3. The parties are awarded joint legal custody of the minor child.
4. The parties are awarded joint physical custody of the minor child with parent-time as the parties agree. If the parties are unable to agree, Christian's parent-time shall be pursuant to Utah Code §81-9-305.
5. Kathryn is awarded child support from Christian in the amount of \$527.00 per month, commencing February 1, 2026, which is in accordance with the uniform guidelines as set forth under the Utah Child Support Act, U.C.A. §78B-12-101, et seq.
6. Neither party shall be awarded any alimony from the other as they each have the ability to support and provide for themselves.
7. Kathryn is awarded a *Decree of Divorce* from Christian based upon the relevant grounds for divorce to fully dissolve the bonds of matrimony between the parties with

said *Decree of Divorce* to enter forthwith and to become final upon entry. Therefore, it is hereby ordered.

*****END OF ORDER*****

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, the judicial authority who has affixed a signature to this order shall appear at the top of the first page.

APPROVAL AS TO FORM:

/s/ _____

CHRISTIAN PADGETT,

Respondent *Pro Se*

*Electronic signature made with
permission on _____
pursuant to Utah Code §46-4-201(4).*

**RULE 7(j)(4) NOTICE AND
CERTIFICATE OF SERVICE**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Should no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court. I hereby certify that on the following date, I caused a true and correct copy of the foregoing, proposed order to be sent and therefore served by electronic delivery via email upon the following:

Christian Padgett
Respondent Pro Se
3445 West 6925 South
West Jordan, UT 84084
padgettchristian19@yahoo.com

Dated this 12th day of March 2026.

/s/ Ashton J. Burrows

ASHTON J. BURROWS
DANA D. BURROWS
Attorneys for Petitioner