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

<i>In the Matter of the Marriage of:</i> CHARLES SOIGNET, Petitioner. and KATHRYN ARNOLD, Respondent.	DECREE OF DIVORCE Case No. 264901579 Judge: PATRICIA KUENDIG Commissioner: JOANNA SAGERS
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This matter came before the Court pursuant to the Verified Petition for Divorce filed by Petitioner, Charles Soignet ("Charles") on March 26, 2026. The parties filed a Stipulation and Settlement Agreement ("Stipulation") on May 12, 2026, signed by Charles and Respondent, Kathryn Arnold ("Kathryn"), which resolves all issues between them. The Court having entered

its Findings of Fact and Conclusions of Law, it is hereby Ordered, Adjudged, and Decreed as follows:

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DECREE OF DIVORCE

The parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences, and their marriage is hereby dissolved.

1. The parties are residents of Salt Lake County and have been for at least the 90 days immediately prior to the filing.
2. The parties were married on December 12, 2020, in the U.S. Virgin Islands, and are currently married.
3. Irreconcilable differences have arisen which make the continuation of the marriage impossible.

MINOR CHILDREN

4. The parties have one minor children in common:
 - a. C.S., a son, born April 2022.
5. Pursuant to the Uniform Child Custody Jurisdiction and Enforcement Act, U.C.A. §78B-13-101, et seq., and the Uniform Interstate Family Support Act, U.C.A. §78B-14-101 et seq., this Court has jurisdiction over the child custody, visitation and support issues in this action for the following reasons:

- a. Utah is the home state of the minor child. The minor child has lived in Utah for more than 6 months with at least one parent prior to the commencement of this action.
 - b. There are no other proceedings, filed in a court of law or governmental agency, concerning the parties or the parties' child (including without limitation cases involving child custody, child support, parent-time, criminal charges, delinquency or a protective order).
 - c. There is no other person who is not a party to these proceedings who claims to have custody, child support, and/or parent-time or visitation rights with respect to the minor child.
6. No additional children are expected as issue of the marriage.

CUSTODY

7. The parties shall be awarded joint legal custody of the minor child.
 - a. In the event of a disagreement between the parties regarding legal custody issues, the parties shall use the decision-making procedure described in the Parenting Plan below.
 - b. If the parties cannot reach a decision using the decision-making procedure, they shall attend mediation they shall attend mediation on the issue
 - i. The cost of mediation shall be shared equally between the parties.
 - c. If the parties cannot reach a decision following mediation, each shall have the right to bring the matter before the Court for review.

- d. If a decision is so urgent that it cannot reasonably wait for mediation to be completed, either party may bring the matter before the Court for review without attending mediation, and the matter shall be set for an expedited hearing.
 - i. If the Court finds that a party has brought a legal custody dispute before the Court without first mediating, and has acted in bad faith in doing so, the Court may impose sanctions against that party as appropriate, including but not limited to an award of attorney fees and costs, or ordering the party which acted in bad faith to pay the full cost of mediation on the issue.
- 8. The minor child shall attend Olene Walker preschool.
- 9. The parties shall discuss the child's school arrangement prior to kindergarten, using the decision making process described herein.
- 10. The parties shall be awarded joint physical custody of the minor child on a 50/50 basis.
- 11. Parent time shall be as the parties shall agree, and if the parties cannot agree, then parent time shall be as follows:
 - a. Charles shall exercise parent time on Tuesdays and Wednesdays.
 - b. Kathryn shall exercise parent time on Sundays and Mondays.
 - c. The parties shall alternate exercising parent time Thursday through Saturday.

12. Birthdays, holidays, and extended parent time shall be as the parties may agree, and if they cannot agree, such parent time shall be pursuant to the schedule set forth in Utah Code Ann. §81-9-302(12).

a. In addition to the holiday schedule set forth in Utah Code Ann.

§81-9-302(12), each parent shall be entitled to parent time on the birthday of the parent unless this would conflict with another holiday or extended parent time.

13. In the event of a conflict in the parent time schedule, the following order of precedence shall be applied to determine which parent is entitled to parent time:

a. the holiday schedule for Mother's Day or Father's Day under Utah Code Ann. §81-9-302(12);

b. the holiday schedule for the minor child's birthday;

c. the holiday schedule for any holiday under Utah Code Ann. §81-9-302(12) that is not Father's Day, Mother's Day, or the minor child's birthday;

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

CHILD SUPPORT

14. Charles' gross monthly income for purposes of child support is \$4,164.00.

15. Kathryn's gross monthly income for purposes of child support is \$5,247.00

16. Based upon the parties gross monthly incomes and 50/50 custody, Kathryn shall be ordered to pay Charles \$49 per month.

17. Child support shall terminate automatically upon the minor child reaching the age

of 18 or graduating from high school in their expected graduation year, whichever is later.

18. Child support payments shall begin the month immediately following the entry of an order for child support. The monthly child support should be paid on or before the 5th day of each month. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month.

a. Each of the parties should be under a mutual obligation to notify the other within 30 days of a change of 30% or more in their monthly income. This notification should be civil and professional.

b. Pursuant to Utah Code Ann. §81-6-212, the parties shall 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: material changes in custody; material changes in the relative wealth or assets of the parties; material changes of 30% or more in the income of a parent; material changes in the employment potential and ability of a parent to earn an income; material changes in the medical needs of the child; or material changes in the legal responsibilities of either parent for the support of others.

19. Pursuant to Utah Code Ann. §81-6-212, if a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or the Office of Recovery Services may move the Court to adjust the amount of child

support ordered. Upon receiving a motion under Subsection (5)(a), the Court shall, taking into account the best interests of the child: (i) determine whether there is a difference between the payor's ordered support amount and the payor's support amount that would be required under the guidelines; and (ii) if there is a difference as described in Subsection (5)(b)(i), adjust the payor's ordered support amount to the payor's support amount in the guidelines if: (A) the difference is 10% or more; (B) the difference is not of a temporary nature, and (C) the order adjusting the payor's ordered support amount does not deviate from the guidelines. A showing of a substantial change in circumstances is not necessary for an adjustment under this Subsection (5).

20. The parties shall share equally the out-of-pocket costs and expenses of the premium actually paid for the child's portion of the insurance.
 - a. Charles is presently providing health insurance for the minor child through his employer.
 - b. The minor child's portion of insurance shall be calculated on a per capita basis. The total paid for insurance shall be divided by the total number of individuals covered by the insurance. That number shall be the per capita portion of each individual, including the minor child.
 - c. The parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including orthodontia, incurred for the parties' minor child.

- d. The party capable of obtaining the best insurance for the minor child at the most reasonable cost shall be responsible for obtaining said insurance. The party who provides insurance shall provide verification of coverage to the other parent.
- e. A party who incurs medical expenses for the minor child shall be ordered to provide written verification of the cost and payment of medical expenses to the other party within 30 days of payment. A party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that parent fails to comply with the notice requirements of Utah Code Ann. § 81-6-208(10).
- f. The parent responsible for reimbursing the other parent for medical expenses shall be ordered to reimburse the other parent his or her share of the expenses within 30 days of the receipt of verification of the costs and payment of medical expenses.
- g. For significant expenses or those which cannot be realistically paid within the 30 day time frame, a payment plan may be established by the owing parent with the medical provider or creditor for that parent's share of the expenses.
- h. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Charles shall be primary

coverage for the child and the health insurance plan of Kathryn shall be secondary coverage for the child. If a parent marries and the child is not covered by that parent's health insurance plan but is covered by a stepparent's plan, the health insurance plan of the stepparent 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 child.

21. The parties shall equally pay for all extracurricular activities for the minor children which have been agreed to in advance and in writing by the parties.
22. The parties shall each be responsible for child care costs during their own parent time.

PARENTING PLAN

23. The parties will not use third parties or the child to communicate; they shall communicate with one another directly. All communications shall be courteous and civil. Parties shall respond to communication in a reasonable amount of time given the content of the communication.
24. While each parent is exercising parent time, they shall permit and encourage reasonable, uncensored, and unmonitored communication between the minor child and the other parent. The minor child shall be permitted to contact the other parent at their discretion, subject to reasonable restriction based on the child's age and maturity.
25. When the child travels with either parent out of State, all of the following shall be

provided to the other parent a least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

- 26. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall require notarized documentation of consent between the parties and consent shall not be unreasonably withheld.
- 27. Within 24 hours of a change of address or change in phone number, email address, or other contact information, the parties shall provide written notice of their new address or contact information to the other party.
- 28. The parties shall take affirmative steps to share school and activity information concerning their child with each other as soon as an event is known and planned when such information is not readily available to the other party, or available online or through email notifications of the activity.
- 29. Special consideration shall be given by each party to make the child available to attend family functions, including funerals, weddings, and other significant events in the life of the child, or in the life of either parent which may inadvertently conflict with the visitation schedule.

30. All major decisions concerning the minor child's health, education, religion, general welfare, and therapy will be discussed. If the parties are unable to agree on such a decision, they shall use the following decision-making procedure:
- a. Identify the issue;
 - b. Develop possible solutions;
 - c. Seek the input of qualified professionals such as the child's medical provider or teacher where applicable.
 - d. Choose the most sensible solution that considers the needs and interests of everyone involved.
 - e. If the parties are unable to reach an agreement using this procedure, neither shall have the final say.
31. Whichever parent has a child in his or her physical custody may make minor, day-to-day decisions regarding them and their care while exercising parent time.
32. In the event of an emergency involving the minor children, the parent exercising parent time shall make all reasonable efforts to inform the other parent and consult with them on emergency decision. Nevertheless, properly attending to the emergency shall take precedence, and the parent shall be authorized to make reasonable decisions relating to emergency care until the other parent can be included.
33. The parties shall coordinate extracurricular activities for the children before enrolling the children. If either parent enrolls the minor children in an

extracurricular activity without the approval of the other parent, the non-enrolling parent shall be under no obligation to accommodate the extracurricular activity on their parent time.

- a. The parties shall not unilaterally enroll the minor children in an extracurricular activity which is likely to cause conflict with a mutually agreed activity or which is reasonably likely to cause conflict with the parent time of the other parent.

34. If either party is unable to provide direct care for the minor child overnight, the other party shall have the first option to care for the minor child.

- a. The receiving party shall be responsible to provide transport in these situation.

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FAMILY SUPPORT

35. Following the divorce, Charles will have an unmet financial need, and Kathryn shall have a financial surplus.

36. In addition to the child support order above, Kathryn shall be ordered to pay Charles family support such that her total obligation shall be \$400, which total includes child support.

37. Alimony will commence on July 1, 2026, when Charles has moved out of the marital apartment and continue for 18 months unless terminated early by the death of either party or the remarriage or cohabitation of the recipient.

REAL PROPERTY

- 38. The parties have not acquired a joint interest in any real property.
- 39. The parties do not require an order regarding real property.
- 40. The parties presently rent an apartment together. Charles shall move out of the apartment no later than July 1, 2026.
- 41. Kathryn shall be awarded sole use of the apartment from the date Charles moves out, until the end of the lease. Kathryn shall be solely responsible for the rent payment on the apartment. Charles will sign any necessary documentation to remove himself from the lease agreement if applicable.

PERSONAL PROPERTY

- 42. During the course of the marriage, the parties acquired an interest in various items of personal property, which shall be equitably divided between the parties.
- 43. Each party shall be awarded their own clothing, jewelry, personal effects, and items acquired prior to the marriage, or during the marriage as a gift or inheritance.

PETS

- 44. The parties have an interest in a cat named Usi. Usi shall be awarded to Charles free and clear of any claim by Kathryn.

VEHICLES

45. The parties have acquired an interest the following vehicles which shall be divided between them as follows:

- a. A 2008 Dodge Caliber, which shall be awarded to Kathryn free and clear of any claim by Charles.
- b. A 2010 Chevy Cobalt, which shall be awarded to Charles free and clear of any claim by Kathryn.
- c. A 1997 Honda Passport, which shall be awarded to Kathryn free and clear of any claim by Charles.
 - i. Kathryn shall pay Charles \$1000 in full satisfaction of his marital interest in this vehicle.

46. Each party shall fully cooperate to sign, deliver, and otherwise execute all necessary documents to accomplish the transfer of the vehicle and any associated obligations within 60 days of the Decree of Divorce.

47. A party to whom a vehicle is awarded shall be solely responsible for the debts, costs, obligations, and other expenses associated with that vehicle, and shall be ordered to indemnify and hold the other party harmless against such expenses and obligations.

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FINANCIAL ASSETS

48. The parties have an interest in various bank accounts, retirement accounts, and other financial assets.
49. Each party shall be awarded the accounts and other assets in their respective names, free and clear of any claim by the other.

DEBTS

50. The parties have a joint debt which was incurred for the consolidation of credit card debt, which shall be equally divided between the parties. (“Consolidation Loan”).
51. The Consolidation Loan has a present balance of approximately \$8675.80 and minimum monthly payments of \$233.00.
 - a. As the account is presently in Charles’ name and cannot be conveniently refinanced, Kathryn shall either pay half the monthly payments, arrange payment in full of her half of the debt, or may make other arrangements as the parties may agree.
52. Each party shall be solely responsible for all debts they incur from the date of service of the Petition, whether they were incurred in their own name or on joint accounts.
53. The parties shall each be permanently prohibited from incurring any debt in the name of the other party or using the name, likeness, or personal information of the other to obtain credit.
54. Any and all joint credit cards, lines of credit, or other sources of credit which are

held in the names of both parties shall be closed, or if a party desires to retain such source of credit, the other party shall be removed from such before any additional use may be made of it.

TAXES

55. The parties shall be entitled to claim the minor child on their federal and state taxes in alternating years.
56. Charles shall be entitled to claim the minor child for even numbered tax years; Kathryn shall be entitled to claim the minor child for odd numbered tax years.
57. A parent who is ordered to pay child support and is not current on that obligation as of December 31 of a given year may not claim the minor child for that tax year.

MUTUAL RESTRAINING ORDERS

58. While in the presence of the minor child, the parties shall not demean each other, badmouth each other, criticize each other, roll their eyes, be sarcastic or otherwise disrespectful of the other party, or engage in any other conduct which would tend to harm the relationship of the minor child with the other party.
 - a. The truth or perceived truth of any statement, opinion, or communication, is not material to the application or enforcement of the prohibitions contained herein.
59. The parties shall not permit third parties to engage in behavior from which they are restrained while the minor child is present. If necessary, the parties shall remove the minor child from the presence of any third parties who engage in such

communications or conduct.

60. The parties shall not permit individuals who engage in prohibited behavior to provide surrogate care of any kind for the minor child.
61. The parties shall not engage in any prohibited conduct in a form or setting which is reasonably likely to be discoverable by the minor child, including but not limited to social media posts.
62. The parties shall be mutually prohibited from using illegal drugs, or alcohol to the point of intoxication, or prescription medications other than according to their prescribed use, prior to or during parent time.
 - a. If either party has a medical marijuana card, the party shall ensure that the child is not getting marijuana exposure through secondhand smoke in his residence. (Must smoke outside when child is in his care).
63. The parties shall not use the minor child to send messages to each other.
64. The parties shall be mutually restrained from introducing the minor child to new romantic partners until they have been in a committed relationship for at least 3 consecutive months.
65. The parties shall not allow guests with whom they are romantically involved to spend the night while they are exercising parent time. If a new committed romantic partner has moved in, they are exempt from this provision.
66. The parties shall have an affirmative duty to shield the minor child from being exposed to numerous and/or rotating romantic partners. Such exposure shall be

recognized as harmful to the wellbeing of the minor child.

67. The parties shall be mutually restrained from allowing the minor child to be in the presence of anyone who has been convicted of any form of child abuse, anyone who has been convicted of child kidnapping, and anyone who is required to register as a sex offender.
68. The parties shall have an affirmative duty to recognize and protect the parent-child relationship of the minor child and each party and any stepparent, new romantic partner, or other individual with whom a party is involved shall be prohibited from using the term “mom” or “dad” or any derivation thereof.
69. Each party shall be prohibited from harassing, intimidating, or disturbing the peace of the other, by any means, including electronically, and from attempting to do any of the foregoing.
70. Each party shall be prohibited from committing or attempting to commit any form of domestic violence or abuse against the other.

ALTERNATIVE DISPUTE RESOLUTION

71. Prior to any Petition to Modify being filed to change any provision of an Order entered by the Court Pursuant to this Petition, the parties shall attempt to resolve their issues through mediation. The cost of mediation should be shared equally between the parties.

MUTUAL COOPERATION

72. The parties shall each cooperate fully to implement the orders of the Court as set

forth in this Decree of Divorce within 60 days, or within such time as shall be specified for a particular order.

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ATTORNEY FEES

73. Each party shall be responsible for his or her attorneys fees and costs.

In accordance with the Utah Court's electronic filing system, this document 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.

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

DATED this 21st day of May 2026.

/s/ Stephen Florence
STEPHEN FLORENCE

Attorney for Petitioner

APPROVED AS TO FORM:

/s/	
BRADEN D. WAMSLEY	

Attorney for Respondent

Signed by Stephen Florence with permission

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of May 2026, I caused to be delivered a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following:

By E-File:

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