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Attorney for Cara Arnold

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH,

WEBER COUNTY, OGDEN DEPARTMENT

In the Matter of the Marriage of:

PHILLIP J. ARNOLD

and

CARA L. ARNOLD.

DECREE OF DIVORCE

Case Number: 254902013

Judge JASON NELSON

Commissioner BRANDON RICHARDS

The matter before the Court is the Petition to Modify. The parties met in mediation April 14, 2026, with mediator Karrie Ketchum and reached agreement to resolve all issues. The

stipulation was filed with the Court April 30, 2026. Based on the stipulation of the parties, and having reviewed documents filed, the Court finds and concludes as follows:

JURISDICTION AND GROUNDS

1. RESIDENCY. Cara Arnold has been a resident of Weber County, Utah for more than three months immediately prior to the commencement of this action.
2. MARRIAGE. The parties were married on June 1, 2013, in South Jordan SLC County UT and are still married to each other.
3. SEPARATION. The parties separated in or around January of 2019.
4. GROUNDS. The parties are hereby granted a Decree of Divorce upon entry on grounds of irreconcilable difference.
5. NO OTHER PARTIES. There is no other person who is not a party to these proceedings who has or claims custody of the parties' minor children or who claims child support, visitation or other rights with respect to the parties' minor children.

CUSTODY AND PARENT TIME

6. MINOR CHILDREN. The parties are the legal parents to the following children together:
 - a. Jonathan Arnold (born April 2010)
 - b. Oakley Arnold (born November 2011)
 - c. Riley Arnold (July 2013)
 - d. No other children are expected from this marriage.
 - e. Reference to children below may be in the singular or plural.

7. JOINT LEGAL. The parties should be awarded joint legal custody of the minor child, with Cara having presumptive final decision making, as provided in the Parenting Plan provisions included below.
8. PHYSICAL CUSTODY. The parties will share joint physical custody with parent time as they both agree or as currently established.
9. PARENT TIME. Phillip will continue to have parent time as the parties agree or every other weekend and on Wednesdays and Thursdays after school. In recognition of Phillip providing after school care for the children, he will be attributed with 155 overnights each year, with Cara having 210 overnights per year.
10. HOLIDAYS. The parties agree to exercise holiday parent time as they both agree. Should there be a disagreement resulting in an impasse over holiday parent time, the parties will follow the statutory holiday schedule.
11. SCHOOL. The parties will continue to use Cara's address for the children's school enrollment.
12. VIRTUAL PARENT TIME. Each party will be entitled to contact the child by phone or video chat at reasonable times and for reasonable durations when the child is with the other parent. In addition, the parties will allow the child to contact either parent through text, phone, or video upon the child's request at reasonable times and for reasonable duration.
13. RELOCATION. If either party relocates more than 150 miles from the residence of the other parent, they will provide notification to the other parent at least 60 days before that parent intends to relocate. The parties will work together to make appropriate parent time orders, or the parties will follow the provisions of Utah Code § 81-9-209 to establish the new parent time.

14. TRAVEL. The parties agree to provide information to one another, regarding travel with the children, whether it is with the parent or friends. The traveling parent should provide an itinerary for the travel including dates and locations, emergency contact information, sleeping accommodations, and names of all other adults who will be traveling with the child.

15. COMMUNICATION. Communication between the parties should be civil, written (e.g., text message or email), and limited to issues concerning the minor child.

a. Neither parent may block the other from communicating, whether through blocking phone numbers, text messages, or emails.

b. Each parent shall provide accurate and current contact information to the other and shall notify the other in writing within 24 hours of any change in their (or the children's) telephone number, email, mailing address, or other contact information. Notwithstanding, neither party will share the other parent's contact information with a third party without express written permission, and neither party will use the other party's contact information to harass or annoy the other party.

c. Each parent shall communicate directly to the other regarding parenting and support issues, not through the child or through any third parties.

CHLD SUPPORT

16. MOTHER'S INCOME. Cara's income for child support purposes is \$6,984 per month.

17. FATHER'S INCOME. Phillip's income for child support purposes is \$2,687 per month.

18. CHILD SUPPORT. Pursuant to the incomes stated above, a 155/210 overnight split, and three minor children, child support is calculated by statute at \$26.00 per month, which will be paid by Phillip.

19. MODIFICATION AFTER 3 YEARS. Pursuant to Utah Code §81-6-202, either parent may motion the court for a modification of child support if three years have passed since the most recent controlling child support order and a recalculation would make a difference of 10% or more in child support (if that difference is not temporary in nature).

20. ADJUSTMENT FOR SUBSTANTIAL CHANGE. Pursuant to Utah Code §81-6-202, either parent may motion the court for an adjustment of child support if there has been a substantial change in circumstances (e.g., change in custody, more than 30% change in income of either party, a parent loses the ability to work, changes in the medical needs of a child, etc).

21. MEDICAL INSURANCE. Both parties are responsible to ensure the child is enrolled in medical insurance so long as a plan is available through either parent at a reasonable cost. Each party currently ensures the children. If an insuring parent loses the ability to insure the child, or if another more reasonable plan becomes available, the parents should jointly determine the best way to provide continuing insurance for the child. So long as both parties carry insurance for the child, Cara's insurance will be deemed the primary insurance. So long as both parties insure the child, each party will be responsible for their own insurance premiums.

22. MEDICAL COSTS. Each parent shall be responsible for one-half out of the out-of-pocket costs of any medical or dental insurance premiums actually paid by a parent on behalf of the child as provided in Utah Code §81-6-208.

a. Both parties shall be jointly responsible for the child's medical and dental expenses. The parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor child, including deductibles and copayments.

b. Each of the parties shall pay one-half of all reasonable and necessary uninsured medical and dental expenses incurred on behalf of the parties' minor child and actually paid by either parent. This includes, but is not limited to, one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes, asthma, as well as other reasonable and necessary uninsured medical and dental expenses, in accordance with Utah Code §81-6-208.

c. A parent who incurs medical or dental expenses on behalf of the parties' minor child should provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of payment for such expense. Pursuant to Utah Code §81-6-208, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

d. The parent who receives verification of a medical or dental expense paid out of pocket for the parties' minor child should reimburse the other parent for their share of the costs within thirty (30) days of receiving the verification or should make reasonable payment arrangements if unable to pay their share in full within thirty days.

23. **CHILDCARE.** The children are at such an age that regular paid childcare is not necessary. Each party should be responsible for their own childcare costs.

24. CHILD TAX DEDUCTIONS. The parties will continue to alternate claiming the children for taxes as they have been claiming, with one parent claiming two and the other claiming one, then alternate each year.

PARENTING PLAN

25. CO-PARENTING ADVISORY GUIDELINES. Each parent should consider and comport with the following advisory guidelines based in Utah Code § 81-9-202:

- a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- c. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.
- e. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- f. Each parent shall be entitled to attend and participate fully in the child's significant school, community, family, or other activities whether or not it is that parent's week with the child.

- g. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.
26. DAY TO DAY DECISIONS. The parent who has the child should make day-to-day decisions (e.g., what to wear, what to eat, entertainment choices, who to spend time with, etc.) for the children without interference from the other parent. However, parents should coordinate decisions and efforts regarding major discipline issues.
27. DAILY CARE. The parent who has the child will be responsible for the child's daily care, including and not limited to ensuring appropriate bathing, groom, clothing, nutrition, and being present and on time for school with homework and school assignments complete.
28. EMERGENCY DECISIONS. The parent who has the child should make emergency decisions when needed, should promptly inform the other parent of the emergency, and should discuss the emergency with the other party as soon as practicable.
29. MAJOR LIFE DECISIONS. The parents will discuss together any major life decisions (including major, educational, medical/dental, religious ordinances and major changes of appearance) for the child. Neither parent should act on a major life decision or make promises to a minor child regarding a major decision prior to discussing the matter with the other parent.
30. DISPUTE RESOLUTION. In the event the parties disagree on a major life decision concerning a minor child, the parties may consult a professional (doctor, counselor, etc.). At either party's request, the parties will bring the issue to mediation through a court-rostered domestic or similarly qualified mediator. Cara will have presumptive decision-making authority. The parties shall attend mediation in good faith to resolve the issue before bringing the issue for

decision with the court. If either party is found to have frustrated the dispute resolution process, the court should award resulting costs and fees, including for mediation, to the non-frustrating party.

31. **MUTUAL PARENTING RESTRAINT.** Both parents shall exercise the following restraint around the minor children:

- a. No discussing the custody case or custody issues with or around the child nor allowing third parties to do the same.
- b. No use of defamatory, derogatory, or otherwise offensive comments about the other parent in the presence of the child, to include on social media platforms where the children may likely have access to see such comments, whether now or in the future. This includes allowing third parties to disparage the other parent to or around the child.
- c. No using the child as messenger between parents.
- d. Parents should co-parent directly with each other. Neither party should require the other to co-parent through a third person (such as new spouse, grandparent or other family member).

DIVISION OF MARITAL PROPERTY

32. **REAL PROPERTY.** The parties have no joint real property to divide.

33. **BUSINESS INTERESTS.** The parties do not have any joint business interests.

34. **FINANCIAL ACCOUNTS.** All financial accounts have been equitably divided between the parties.

35. **VEHICLES.** Each party is awarded their respective vehicle.

36. PERSONAL PROPERTY. All personal property has been divided. Each party is awarded the personal property as currently divided.

37. DEBTS. All joint debt has been divided. Each party is solely responsible for any debts in their own name. Neither party will take out any debt in the other party's name.

38. RETIREMENT AND INVESTMENTS. Each party is awarded their own investments and retirement accounts in their own name.

39. NO ALIMONY. Neither party should be awarded alimony.

MISCELLANEOUS PROVISIONS

40. MAIDEN NAME. Cara should be permitted to change back to her maiden name of "Dewald" if she so chooses.

41. MUTUAL RESTRAINT. Each party shall be permanently restrained as follows:

a. Neither party shall injure or harm, harass, abuse, stalk, or bother the other party or any person closely associated with the other party (i.e. close family and friends), nor encourage or engage other to do so on their behalf.

b. Each party shall stay away from the other's person, vehicle, residence, and workplace except as reasonably needed for parent time exchanges or by specific, express invitation or consent of the other party.

c. Neither party is entitled to information regarding the other's personal business, and each party should refrain from requesting such information from the other or from third parties about the other.

42. ATTORNEY FEES. Each party will pay their own attorney fees.

43. RETURN MEDIATION. Prior to bringing any enforcement or modification actions in this case, the parties agree to attend mediation in good faith.

***** END OF DECREE *****

Signature of the Court to Appear at Top of First Page

APPROVAL AS TO FORM

I have reviewed the proposed document above, and I approve as to form.

Dated May __, 2026

/s/ Phillip Arnold

PHILLIP ARNOLD

w/ permission by jlf – email on file

RULE 7 NOTICE

PLEASE TAKE NOTE: Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing document will be submitted for signature and entry by the Court at the expiration of seven (7) days from the date of service unless written objection is filed within that time period.

CERTIFICATE OF SERVICE

I hereby certify that on May 28, 2026, I caused a true and correct copy of the above document to be served upon the persons and in the manner stated below:

PHILLIP ARNOLD,

Petitioner Pro Se

By e-mail to philarnold40@gmail.com

/s/ Jonathan L. Felt