



Jeffrey N. Walker (5556)
Chase M. Walker (15393)
walker@wlgutah.com
chase@wlgutah.com
WALKER LAW GROUP, PLLC
9533 South 700 East, Suite 200
Sandy, Utah 84070
Telephone: (801) 702-3001

Attorneys for Petitioner

IN THE FOURTH JUDICIAL COURT
IN AND FOR UTAH COUNTY STATE OF UTAH

In the Matter of the Marriage of:
CARA ANN NEBEKER-ADAMS,
and
STEPHEN ADAMS.

DECREE OF DIVORCE

Civil No. 234402754

Judge Kraig Powell
Commissioner Marian Ito

BASED ON the Verified Petition for Divorce on file herein, the partial-Stipulation for settlement read on the record at trial, and the findings of fact and conclusions of law read onto the record executed by the parties on file herein and fully incorporated herein by reference, the Affidavit of Jurisdiction and Grounds, the Findings of Fact and Conclusions of law previously entered, and the court being fully advised in the premises:

GENERAL PROVISIONS

1. **Jurisdiction and Venue:** Petitioner is currently an actual resident of Utah County, State of Utah. Respondent is a bona fide and actual resident of Utah County, State of Utah and has been for more than three months immediately prior to the commencement of this action.

2. **2. Contacts:** All acts complained of in this Complaint occurred in Utah County, State of Utah.

2. **2. Divorce:** Petitioner and Respondent are husband and wife, having been married April 18, 2013, in Laie, Hawaii. The parties separated on or about February 1, 2023. The parties are granted a Decree of Divorce on the grounds of irreconcilable differences.

3. **3. Name Change:** Petitioner should be allowed to return to the name Cara Bridget Ann Nebeker should she so choose.

4. **4. Minor Children:** The parties have three minor children:

a. a. K.A. (d.o.b. 4/2014)

b. b. S.A. (d.o.b. 3/2016)

c. c. M.A. (9/2018)

d. **5. Findings:** The court notes the guiding legal principle in making custody awards is the best interests of the children. The decision of the court must serve the best interests of the children. It is very important that the children have relationships with both parents. The court considers certain factors outlined in the relevant statutes related to custody, including Utah Code Ann. §81-9-206.

e. a. The parties work together well. They are good parents.

f. b. They have involved themselves in their children's lives and cooperatively attempt to integrate each other in the

children's lives. The court commends these efforts.

g. c. There is no evidence of physical or sexual abuse.

h. d. Parent-time or custody would not endanger the children's safety or wellbeing. There is no evidence of psychological mistreatment.

i. e. The parties are also able to provide for the physical needs of the children.

j. f. The parties can meet the children's emotional needs, albeit in different ways.

k. g. Mother has more familiarity with the educational needs of the children.

l. h. Mother has been more involved and accurate with the medical care of the children and in her communications with medical providers and the other parent. There was an instance where Father took the minor child to a medical appointment and therein, he gave the wrong information about the minor child to the provider. While both parents can meet their medical needs, Mother has done a superior job.

m. i. Mother has researched and enrolled the minor child with autism in appropriate programs, and while Father has expressed a willingness to do so, he has not done so yet.

n. j. Regarding parenting skills, both parents have good

parenting skills when they apply themselves.

o. k. Regarding coparenting skills, in general the parties have good communication patterns. Father has shown to fail in responding more than Mother.

p. l. Both parents are capable and have demonstrated an interest in facilitating the involvement with the other parent.

q. m. Mother notes that when the children go with Father, they run to him and rarely look back. This is great for the children, and the court appreciates how frank and candid Mother was about this reality.

r. n. Both parents have done an admirable way facilitate meaningful relationship with the minor children.

s. o. Both parties will need surrogate care.

t. p. The court finds that both parties have excellent moral character and in general no instances of serious misconduct.

u. q. The court commends Father about acknowledging the impact of the divorce on his emotional and mental struggles and needed some time away from Utah and going to North Carolina and Alaska. This is not a slight to Father. But there is evidence that Mother has shown more emotional stability than Father.

v. r. The court observes that there has been a period of approximately a year and a half when Father was in North Carolina and could not exercise normal parent-time. He could have not gone to North Carolina, but for a number of reasons he decided to leave Utah for North Carolina. The reasons for his relinquishment of parent-time are valid and the court does not doubt them, but it does indicate a choice- Father chose not to have as much custody and parent-time. Mother was the one who had to parent the children more during that time, at the cost of her own employment.

w. s. Father's duration and depth of desire for parent-time is less than Mother's demonstrated duration and depth of parent-time.

x. t. Both parties share religious compatibility with the children.

y. u. There were agreements of support, akin to child support, but based on employment struggles- both parties had to borrow money from their respective families. Mother was more capable and competent in taking care of financial matters than Father was.

z. v. The children's interactions with extended family and communities are important on both sides of their family lines.

Father has family, friends, and a Native tribe in Alaska that are positive and helpful for the children. Mother's relations in Utah have been more influential in the children's lives recently because of their proximity.

aa. w. Mother has been the primary caretaker of the minor children for almost 2 years now given Father's absence.

bb. x. The children are doing well in Utah. They have had a particular schedule and understanding of schools they attend and where they live. These relationships are important to the children. The relations the children had in Alaska would be hour away from where Father is proposing the children reside.

cc. y. The children will stay together- there has been no intention to separate them.

dd. z. The court does not let the children choose custody. As the children get to be teenagers, they still do not get to choose. This is a recipe for disaster.

ee. aa. The court finds that the children have strong bonds with both parents.

ff. bb. The court also notes the importance of cultural heritage in Alaska with Father's tribe. The court respects that this is crucial for the children. Father wants to keep

them involved, and amazingly, mother does as well. She will continue to facilitate their relationship with their heritage as well as the heritage on Mother's side. While the exposure to the culture of Father's tribe is important, it is not the most important factor. Those factors outlined herein are what the court is bound by. The court expresses appreciation for Mother who has represented that she will continue to facilitate the children's relationships with Father's tribe.

gg. cc. Even if the court had a well thought out proposal for a joint custody schedule sharing time in Utah and Alaska, the court is not persuaded that that schedule would be in the children's best interests. The court believes that the children will have a lot of exposure to Father's tribe, which negates some of the concerns about the children's absence from Father's home.

hh. dd. The physical distance of the parents' residences prohibits the court from entering a joint custody arrangement. The court isn't saying Father is a bad parent if he doesn't move to Utah, but that choice is a statutory factor the court must take into consideration.

ii. ee. Mother has demonstrated an ability to listen to, involve, and help implement requests by Father.

jj. 6. **Legal Custody**: Petitioner and Respondent are awarded joint legal custody of the Children with Mother having final decision-making authority.

kk. 7. **Dispute Resolution Procedure**: If the parties cannot reach an agreement about a major decision concerning the children, they agree to hire a mediator to help them come to a resolution of the problem before seeking a resolution in court. The parties shall alternate in choosing the mediator within fourteen days of a dispute arising that requires one, and the parties must work together to coordinate schedules and availability to ensure that the mediation is completed within sixty days of the dispute arising. The parties must equally split the costs of the mediation. A party may seek judicial review of the other's parenting decisions, but only if he/she alleges a decision was not made in the best interests of the children.

ll. 8. **Physical Custody**: Petitioner is awarded sole physical custody of the minor children with Father having parent-time pursuant to Utah Code Ann. §81-9-209. There is no parent-time ordered that is different than the parent-time provided in the relocation statute. Mother is supportive of flexible time for the children to spend in Alaska and with Father's tribe, but it is not an order of this court. Utah Code Ann. §81-9-209 will govern the financial requirement for parent-time.

PARENTING PLAN

a. 9. ***Residential Boundaries***: Petitioner's home should be

designated as the residential home for school purposes.

b. 10. **Parenting Plan.** The parties shall follow to the following additional Parenting Plan provisions:

- a. a. The Children shall spend holidays, birthdays of family members, vacations and other special occasions, as follows: According to Utah Code Ann. § 81-9-209.
- b. b. The parties should exercise summer in one block of time each, either the first half or second half of summer, with the children being returned to Petitioner at least 7 days before school.
- c. c. The parties shall spend their respective birthdays with the Children from 9:00 AM to 8:00 PM on the birthday if Respondent is in town.
- d. d. The parents shall exchange information concerning the health, education, and welfare of the Children in a timely manner through Our Family Wizard, or a similarly agreed upon third-party parenting communication application. All communication should be done via OFW and should be limited to 1 message per day absent an emergency.
- e. e. When the Children are with a parent, that parent shall make the day-to-day decisions regarding the care, control and discipline of the Children. That parent may also

make emergency decisions regarding the health or safety of the Children. Any parent making an emergency decision on behalf of the Children shall notify the other parent of the decision and circumstances surrounding the decision as quickly as practicable.

f. f. Decisions made by the parents either mutually or individually shall minimize the disruption of the Children's attendance at school and other activities, the Children's daily routine, and the Children's association with friends.

g. g. Transportation of the Children shall be handled as follows: For parent-time outside of the state of Utah, exchanges should take place at the airport. The parties should meet at the airport at least 1.5 hours before the scheduled flight. All flights should be limited to taking off between the hours of 8:00 AM and 8:00 PM. For parent-time exercised in Utah, exchanges should take place at Mother's residence.

h. h. The Children should not be permitted to fly as unaccompanied minors until the youngest is 10 years of age.

i. i. The parties should notify the other parent of any change of address, email address, cell phone number, telephone number, or other contact information within 24

hours of the change.

j. j. Except for emergencies, whenever the Children travels out-of-state or out of- country with either party, the traveling parent will provide to the other parent written notice of the travel at least fourteen (14) days in advance. Both parties should also provide advance notice, as soon as possible, of any out of state or out country travel. The traveling parent should provide the following:

- i. i. an itinerary of travel dates;
- ii. ii. a reasonable description of means of transportation, including, if applicable, all names of carriers, flight numbers, and scheduled departure and arrival times;
- iii. iii. address and telephone number where the Children or traveling parent can be reached; and
- iv. iv. Any other information required by statute.

k. k. When Respondent exercises parent-time in the state where Petitioner resides, he shall provide the same itinerary as required for out of state travel, including and especially the address of the residence where the children will be staying. Failure to provide the 14 days-notice of parent-time will cancel the parent-time visit.

- l. l. Special consideration should be given by each parent to make the Children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Children or in the life of either parent which may inadvertently conflict with the parent-time schedule. The parent who is missing parent-time so the children can attend the event or special occasion shall be entitled to select make-up parent-time to take place within the next 30 days or to be taken during the summer vacation.
- m. m. The Children shall not have any sleepovers at anyone else's home without the express permission of both parents.
- n. n. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored telephone contact and any other communication with the Children.
- o. o. The parties shall not put the Children in the middle. The parties shall not discuss with the Children adult issues including any legal or financial related issues with the Children.
- p. p. The parties agree the Children shall not be used as a messenger, meaning the Children shall not communicate

messages from Mother or Father to the other concerning adult matters.

q. q. The parties shall maintain safe and appropriate sleeping and living accommodations for the Children and each shall always have their own bed to sleep in.

r. r. Neither parent shall question the Children about the other parent's activities, personal relationships nor how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the Children.

s. s. Both parties shall be restrained from saying or doing anything that would tend to diminish the Children'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 Children.

t. t. The party with the minor Children in his/her care shall be responsible for getting the Children to school on time each morning and ensuring the Children's homework is complete.

u. u. Communication regarding the Children should be directly between the parents and shall not involve third

parties.

v. v. Both parties shall keep the Children from being exposed to circumstances, material, movies, or media that are not age appropriate.

w. w. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

x. x. The parties shall notify the other of any potential house members, roommates, significant others, and/or guests by providing the other party the name and date of birth of such persons before the person resides and/or is exposed to the Children in the home. Notice shall be provided to the other parent at least three (3) days in advance of the house members, roommates, significant others, and/or guests sleeping over in the home while the Children are there. Persons convicted of any felony violent/sex crimes within the previous five (5) years should not be permitted to live in the same residence as the Children.

y. y. The Children should continue to participate in the extra-curricular activities they were historically enrolled in, and all future extra-curricular activities should be mutually agreed on. The parties should split these expenses equally.

The parties should be allowed to participate in these extracurricular activities regardless of their designated parent-time schedule. This includes being allowed to attend and spectate the various events the children may participate in. The Children's participation in any additional extracurricular activities shall require the written agreement of both parents if the parties are to split the cost. If the parties do not agree on the additional extracurricular activity, then the parent scheduling the activity is responsible for paying all of the costs associated with it, and they cannot obligate the other parent to participate or schedule the activity on the other parent's parent-time.

a. a. Parental care shall be preferred over third-party surrogate care or unsupervised time. Surrogate care shall not be provided by individuals convicted of any felony violent/sex crimes within the previous five (5) years and cannot be transported by anyone with a felony DUI conviction within the last five (5) years. Surrogate care provided by family members are not eligible for reimbursement.

b. 11. **Financial Support and Obligations.** Beginning October 2025, and pursuant to Utah Code Ann. §§ 78B-12-101 to -113 (2008), Petitioner

and Respondent are liable for the necessary support of the Children. Based on the stipulation of the parties, and in an effort to cover child support arrears which amounts approximately \$25,000-\$28,000, the parties agree to an upward deviation of child support wherein Respondent will pay Petitioner \$2,000 a month for the next seven (7) years, regardless of the parties' changes in income. Should Respondent fail to make the child support payment, Petitioner retains the right to pursue the full child support arrears outlined herein.

c. **12. Income Withholding:** Child support is subject to income withholding pursuant to Utah Code Ann. §§ 62A-11-501 through -504 (1993). Both parties shall cooperate in completing the necessary forms for Universal Income Withholding Information.

d. **13. Work-Related Daycare Expenses:** Petitioner and Respondent shall be ordered to pay equally all work-related daycare expenses actually incurred for the Children.

e. **14. Insurance Premiums and Out-of-Pocket Medical Expenses:** Petitioner and Respondent are ordered to continue providing medical and dental insurance so long as it is reasonably available to either party. Petitioner and Respondent are ordered to equally pay all medical premiums, deductibles, and out-of-pocket medical expenses incurred for the medical care for the Children. In the event both parties are able to secure insurance, Petitioner's insurance should be the primary insurance and Respondent's

insurance should be the secondary insurance. In the event both parties are able to secure insurance, they should each be responsible for paying their own insurance premiums.

f. **15. Tax Exemptions for Dependents:** Petitioner and Respondent shall be allowed to claim the Children as dependents for state and federal income tax purposes equally, or shall have the right to claim the children as makes most practical, financial sense on their respective taxes as long as the parties so agree beginning with the tax year 2027. Petitioner will claim all children for the 2025 and 2026 tax years. Petitioner will claim M.A. and Respondent will claim S.A. every year and alternate claiming K.A. with Petitioner claiming on the 2023 tax return. When S.A. ages out, Petitioner and respondent will alternate claiming M.A. with Petitioner having the first year.

g. **16. Alimony.** As part of the settlement of financial matters, the court does not order any alimony in this matter.

h. **17. Distribution of Property.** The parties have divided all personal property. There is nothing left for the court to divide.

i. **18. Real Property:** The parties do not have any real property to divide.

j. **19. Vehicles.** The parties will keep the vehicles in their current possession and will be responsible on any debts owing thereon. They will sign whatever documents necessary to effectuate that change of ownership.

k. 20. **Debts.** During the marriage, the parties incurred miscellaneous debts and obligations.

l. a. Respondent will be responsible for:

i. i. Greensky account #7100-0041-2961-6179 related to windows purchased for the marital home in Palmer, AK.

ii. ii. All credit card and related debts currently or once enrolled with National Debt Relief, including:

1. 1. Capital One account ending 9702
2. 2. Capital One account ending 2348
3. 3. US Bank account ending 3343
4. 4. Bank of America account ending 4378
5. 5. Bank of America account ending 0428
6. 6. USAA Bank account ending 1035

iii. iii. All debts associated with the marital businesses:

1. 1. St. Brigid Business Ventures (Entity #12934949-0160)
2. 2. Bearded Raven Consulting

iv. iv. Any student loans solely in his name.

m. b. Petitioner will be responsible for:

i. i. 2017 Jeep Cherokee loan through Credit

Union 1 (account ending 706),

ii. ii. Student loans held solely in her name, and

iii. iii. Her personal medical debt.

a. c. Each party shall indemnify and hold the other harmless from debts assigned to them, including responsibility for any collection actions, judgments, attorney fees, or credit impacts resulting from nonpayment.

b. d. If any joint liability remains on any account, the responsible party is obligated to refinance, assume, or otherwise remove the other party from liability within 12 months of this Order.

c. e. The parties shall give notice if an assigned debt enters default, settlement, or litigation so neither party is unexpectedly impacted.

d. 21. **Business Interests.** The parties have started Bearded Raven Consulting and St. Brigid Ventures. Respondent shall be awarded the equity in this business. He assumes responsibility for all business-related liabilities, including any known or unknown debts, taxes, loans, or future claims connected to those businesses. Petitioner is held harmless from any business obligations moving forward.

e. 22. **Business Debts.** Respondent shall be responsible for all debt associated with the Marital Businesses.

- f. 23. **Retirement Accounts.** There are no retirement accounts to divide.
- g. 24. **Stocks and Bonds.** There are no stocks or bonds to divide.
- h. 25. **Bank Accounts.** The parties' bank accounts shall remain as they've divided them.
- i. 26. **Disclosure of Financial Assets.** The parties represented that they disclosed all financial assets. Any undisclosed financial assets later discovered shall be awarded to the party to whom the disclosure was not made.
- j. 27. **Non-disparagement.** The parties shall make no harmful, insulting, or denigrating comments regarding the other party in the presence of the Children, and they shall use their best efforts to prevent any third parties from doing so, including, if required, by removing the Children from the presence of the third party.
- k. 28. **Restraining Order.** Both parties shall be restrained from bothering, harassing, annoying, threatening, or harming the other at their place of residence, employment, or any other place. Both parties shall be civil and respectful in their communications with one another. Parties should be restrained from entering each other's property unless granted permission from the other party.

END OF ORDER

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND SEAL AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM:

By /s/ Steven Wall*

Steven Wall

Counsel for Respondent

*Signed by Chase Walker with Express Permission Given on April 1, 2026.

CERTIFICATE OF SERVICE + RULE 7 NOTICE

I hereby certify that forgoing was sent the April 1, 2026, via email all counsel of record. You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven (7) days, unless written objection is filed within that time period, or unless the document is signed as approved as to form and content.

WALKER LAW GROUP pllc

By _____ /s/ Chase M. Walker

Chase M. Walker