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Attorney for Petitioner *Crystal Marie Kimber*

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE OF:

CRYSTAL MARIE KIMBER,

Petitioner,

And,

CAREY DEAN KIMBER,

Respondent.

DECREE OF DIVORCE

Case No.: 264700745

Judge: Michael Edwards

Commissioner: Julie Winkler

This matter comes before the Court by way of Petitioner Crystal Marie Kimber's ("Crystal") and Respondent Carey Dean Kimber's ("Carey") Stipulation seeking the Court's entry of a Decree of Divorce. The Court, having reviewed the parties' Stipulation herein, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows:

DECREE

1. The parties are bona fide residents of Davis County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. The parties were married on June 16, 2022, in Davis County, Utah, United States and are presently married.

GROUND

3. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
4. The parties shall be granted a Decree of Divorce pursuant to Utah Code Ann. § 81-4-405(1)(h).

UNBORN CHILD

5. At the time of signing, Crystal is pregnant. This child is not the biological issue of Carey. Carey has no claim to exercise parent time or any parental rights with the unborn child and Crystal has no claim to ask for or receive financial support of any kind from Carey for the benefit of the unborn child. Any parental presumption of paternity is and has been rebutted.

CHILDREN

6. The parties are the parents to one (1) minor child, to wit:

<u>NAME</u>	<u>DATE OF BIRTH</u>
B.D.K.	July 2022

7. No other children are expected as issue of this marriage.
8. The parties' minor child has resided in Utah County, State of Utah, for the past six (6) months and the child presently resides in Utah County. Utah is the home state for the minor child.

9. The parties have no knowledge of any current custody proceeding concerning the parties' minor child pending in a Court of Utah, or any other state. Upon information and belief, no proceedings involving the custody of the child have been filed in any Juvenile Court.

10. The parties have no knowledge of any person not a party to this proceeding who has physical custody of the parties' minor child or who claims to have custody or visitation rights with respect to the parties' minor child.

PARENTING PLAN

11. Custody/Parent Time: The parties are awarded joint physical custody of their minor child. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Carey	Carey	Crystal	Crystal	Carey	Carey	Carey
Week 2	Carey	Carey	Crystal	Crystal	Crystal	Crystal	Crystal

a. Regular Parent Time: The parties shall have 50/50 custody such that Carey exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school or daycare on Wednesday morning or 9 a.m. when the child is not attending school or daycare. Crystal shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school or daycare on Friday morning or 9 a.m. when the child is not attending school or daycare. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or day care or 9 a.m. when the child is not attending school or daycare.

b. Extended Parent Time During Summer: Each party shall receive two-uninterrupted weeks in the summer-time.

12. Notification of Extended Time: Both parents shall provide notification of extended parent-time or vacation weeks, with the child by April 1 each year for first option parent and April 15 for second option parent. Carey shall have first choice of extended time in even

numbered years and Crystal shall have first choice of extended time in odd numbered years. If notification is not provided timely the complying parent may have priority.

13. Holidays: The holidays shall be as the parties agree. If the parties cannot agree the parties acknowledge the below listed schedule shall take precedence and the parties shall deviate from the statute as follows:

Even Years	Odd Years	Holiday and Time
Crystal	Carey	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Carey	Crystal	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Crystal	Carey	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Carey	Crystal	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Crystal	Carey	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Carey	Crystal	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Crystal	Carey	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Crystal	Carey	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Carey	Crystal	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Crystal	Carey	Veteran's Day after school on day before holiday to the day after the holiday with the exchange at school
Carey	Crystal	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Crystal	Carey	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Carey	Crystal	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Crystal	Carey	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Carey	Crystal	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Carey	Carey	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Crystal	Crystal	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

14. Legal Custody: The parties shall have joint legal custody. Both parties shall have access to the child’s school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their child’s general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, neither party shall have final say and the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall mediate before court intervention. Both parties shall have the authority to make emergency and routine decisions regarding the child’s day-to-day activities when the child is in his or her care.

a. Medical: The parties shall continue to use their current pediatrician as the pediatrician for the child and specialists that their pediatrician recommend, when needed.

b. Dental: The parties shall use their current dentist as the dentist for the child and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the child’s non-routine dental care.

c. Separate Accounts: According to Utah Code §15-4-6.7, each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

d. Educational Plan: The child shall attend at the school associated with Crystal’s current address. If Crystal moves from her current address, the issue of where the child attends school shall be resolved according to the terms of the dispute resolution process. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

15. Relocation: If either parent moves more than 30 miles away from each other, the parties shall be bound by the 60-day notice requirements of Utah Code §81-9-209.

16. Our Family Wizard: The parties shall utilize Our Family Wizard to communicate and calendar and exchange receipts. Due to the party's status with the military, the parties agree that Carey shall pay the cost for his subscription, and that Crystal shall be awarded the free subscription pursuant to the military benefit. The parties shall not use their child to deliver messages. Each party shall set up and pay for their portion, if any, of Our Family Wizard by October 1, 2026. The parties shall respond within 48 hours of any communication. The parties shall exchange receipts, calendar, and communicate through Our Family Wizard. The parties shall not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the child.

17. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child.

18. Travel. When the child travels with either parent away from their primary residence overnight, all of the following shall be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached;
- d. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.
- e. 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 be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

19. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

20. Notification of Child's Events: The parties shall take affirmative steps to share school and activity information concerning their child with each other that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

21. Special Events: Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and 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. The parent exercising the time with the minor child shall have final say, however, permission shall not be unreasonably withheld.

22. Mutual Restraining:

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

b. Both parties are restrained from discussing legal issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

c. The parties shall not use their child to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the child or at any child's activity.

d. The parties shall not make disparaging remarks about each other verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

h. Neither party shall introduce any new significant others to the minor child until they have been in a relationship with that person for a least three months.

23. First Right of Refusal: Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. On nights when either parent works during their parent time, then either parent may pick up the minor child from the other parent's residence at 7:00 p.m. and return the minor child to school, daycare, or the other parent's residence the following morning by 9:00 a.m. Both parties shall provide as much advanced notice as possible to the other if they have to work overnight.

24. Dispute Resolution: If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mediator before either of the parties initiates legal action. Either of the parties may seek

emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

25. Activity Costs: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Our Family Wizard Calendar within 24 hours of receiving the calendar or any change.

26. School Fees: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment

or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

27. Curbside Transportation for the Child: The parties shall utilize school-to-school or daycare exchanges when the child is attending school or daycare. If school to school or daycare exchanges are not possible because the child is not attending school or daycare, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If the exchange occurs at the residence, the parties shall have a curbside exchange. The receiving parent shall pull up in front of the residence and text to announce the arrival through OFW. The receiving parent may wait outside the vehicle for the child to come out, but shall remain in a position where he or she can make physical contact with the vehicle at any time. The non-receiving parent shall remain in a position where he or she can touch the front door at all times during the exchange.

28. Third Party Transportation: A step-parent, grandparent, or other responsible individual designated by the receiving parent, that is known to the child, may transport the minor child.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

29. Child Support: Child Support shall be calculated as according to Utah Code §81-6-201 *et seq.* Crystal has the ability to earn \$10,489.00 per month and Carey has the ability to earn \$10,489.00 per month. Crystal has 182.5 overnights and Carey has 182.5 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The parties' child support obligation shall be \$0.00 per month. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a 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) a 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.

30. **1Medical/Dental Expenses:** The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with Utah Code §81-6-208.

a. 2Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 3Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. 4The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Crystal shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Carey shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent 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 dependent child.

e. Verification of health insurance coverage and copies of health insurance cards shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

31. Childcare Expenses: The parties shall adopt Utah Code §81-9-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor child.

32. Dependency exemption: The parties shall share the dependency exemption/tax credit for the minor child as follows:

- a. Crystal shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Carey shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.
- b. The parties that is entitled to claim the dependency exemption/tax credits indicated herein as long as he or she is current on his or her child support obligation by December 31st of the applicable tax year.

33. Taxes: The parties have filed taxes for calendar year 2025 and all outstanding tax obligations known to the parties have been satisfied. The parties shall equally share any tax refund or tax liability, if any, from any prior tax year during the marriage.

34. Real Property: Crystal is awarded the real property located at 2023 West 2075 South, Woods Cross, Utah 84087, as her premarital residence free and clear of any claim by Carey, subject to all debts and obligations associated with the property.

35. Personal Property: During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

36. Cell Phone: Carey shall return the Apple iPhone 16+ that is on Crystal's plan to Crystal within 7 days of September 8, 2026.

37. Debts: The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
All Debts in Carey's Name Only	Carey
All Debts in Crystal's Name Only	Crystal

a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

38. Checking and Saving Accounts: Each party shall be awarded monies in their own separate checking and savings accounts. The parties shall cooperate to remove Carey's name from the joint account within 14 days of signing this agreement, or the account shall be closed.

39. Retirement Accounts: Each party shall be awarded the retirement accounts in their own respective name and shall waive all claim to the other party's retirement.

40. Name: Crystal shall have the option of restoring her name to Crystal Marie Vadovsky.

41. Alimony: Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.
42. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
43. Divorce Education: The parties shall take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed (September 8, 2026).
44. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

INTERPRETATION/APPLICABILITY

45. This document shall be governed by Utah law in all respects. Any references to Utah statute herein shall mean the Utah Code in effect as of the date of entry of the final order.

SEVERABILITY

46. If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

DISCLOSURE

47. Each party has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of

this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset

***** END OF ORDER *****
***** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE *****

APPROVED AS TO FORM:

/s/ Ashley Wood 09/21/2026
Ashley Wood/DATE
Attorney for Respondent
Electronically signed with permission via email.

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned will submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure Rule 7(j).

SIGNED AND DATED this 9th day of September 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Daniel W. McKay _____
DANIEL W. MCKAY
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on September 24, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served upon the following and electronically filed:

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<u>PERSON</u>	<u>METHOD OF SERVICE</u>
Ashley Wood 353 E 11 th Ave Salt Lake City, UT 84103 Email: ashley@ashleywoodlaw.com	☒ e-Filing (UCJA Rule 4-503) ☐ U.S. Regular Mail ☐ Facsimile Transmission ☐ E-Mail ☐ Personal Service

DATED AND SIGNED this 24th day of September 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Reagan Lyman
Legal Assistant to:
DANIEL W. MCKAY
Attorney for Petitioner