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**THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH
450 South State Street, Salt Lake City, Utah 84111**

In the Matter of the Marriage of:

KENSEY MARIE ROMERO,

Petitioner,

and,

KYMBERLY NICOLLE ROMERO,

Respondent.

DECREE OF DIVORCE

Case No. 254906542

Judge: Kara Pettit

Commissioner: Russell Minas

This matter comes before the Court on Petitioner's *Motion for Entry of Decree of Divorce*. Having previously entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW, it is now:

DECREED, ORDERED AND ADJUDGED

1. DECREE OF DIVORCE

- a. The Parties are granted a DECREE OF DIVORCE, the same to become final and absolute upon entry hereof.

2. CHILD CUSTODY AND PARENT-TIME

- a. Kensey and Kymberly are the parents of one (1) Minor Child, to wit: DRR (DOB 07/2024). The Parties shall be awarded joint physical and legal custody of the Minor Child, pursuant to the following *Parenting Plan*.

PARENTING PLAN

3. OBJECTIVES: Pursuant to § 81-9-203(9), UTAH CODE ANNOTATED, the Objectives of the Parties' *Parenting Plan* Objective are to:

- a. Provide for the Minor Child's physical care;
- b. Maintain the Minor Child's emotional stability;
- c. Provide for the Minor Child's changing needs as the Minor Child grow and matures in a way that minimizes the need for future modifications to the *Parenting Plan*;
- d. Set forth the authority and responsibilities of each Party with respect to the Minor Child, with the following Parenting Functions, as defined in § 81-9-101(6), UTAH CODE ANNOTATED:

- i. "Parenting functions" means those aspects of the parent-child relationship in which the Party makes decisions and performs functions necessary for the care and growth of the Minor Child. Parenting functions include:
 - (a) Maintaining a loving, stable, consistent, and nurturing relationship with the Minor Child;
 - (b) Attending to the daily needs of the Minor Child, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of the Minor Child and that are within the social and economic circumstances of the particular family;
 - (c) Attending to adequate education for the Minor Child, including remedial or other education essential to the best interest of the Minor Child;

- (d) Assisting the Minor Child in developing and maintaining appropriate interpersonal relationships;
 - (e) Exercising appropriate judgment regarding the Minor Child's welfare, consistent with the Minor Child's developmental level and family social and economic circumstances; and
 - (f) Providing for the financial support of the Minor Child.
 - e. Minimize the Minor Child's exposure to harmful parental conflict;
 - f. Encourage the Parties, where appropriate, to meet the responsibilities to the Minor Child through agreements in the Parenting Plan rather than relying on judicial intervention; and,
 - g. Protect the best interests of the Minor Child.
- 4. DECISION-MAKING AUTHORITY: Pursuant to § 81-9-203(10), UTAH CODE ANNOTATED:
 - a. **Day to Day Decisions.** Day to day decisions regarding the care, control and discipline of the Parties' Minor Child will be made by the Party with whom the Minor Child is residing at the time. Either Party may make emergency decisions regarding the health or safety of their Minor Child. Both Parties will immediately notify the other Party regarding any emergency circumstances or substantial changes in the health of the Minor Child.
 - b. **Extracurricular Activities.** The Parties shall discuss any extracurricular activities for the Minor Child that would interfere with a Party's parent-time prior to initiating the extracurricular activity with the goal of showing a unified front to the Minor Child. Any agreement to support an extracurricular activity financially shall be in writing.

5. DISPUTE RESOLUTION PROCESS: Pursuant to §§ 81-9-203(11)(a), UTAH CODE ANNOTATED:

- a. **Significant Decisions.** The Parties will discuss with each other the significant decisions regarding education, health care, and religious upbringing of the Minor Child. Should the Parties have a dispute regarding these significant decisions and are unable to reach an agreement, the Parties will arrange for mediation through Utah Dispute Resolution, or any other agreed upon mediator, and if the Parties are unable to come to an agreement at mediation, either Party may present the matter to the Court for a judicial determination. If the Court finds that a Party has used or frustrated the dispute resolution process without good reason, then that Party shall be responsible for all attorney's fees, court costs and mediation fees.

6. EDUCATION PLAN: Pursuant to § 81-9-203(11)(d), UTAH CODE ANNOTATED:

- a. **School Determination.** Kimberly's home shall be used to determine the appropriate school district/zone for the Minor Child to attend, and the Parties shall otherwise mutually agree upon the school the Minor Child shall attend, following the above Dispute Resolution Process as needed;
- b. **Education Decisions.** In the event the Parties disagree about education decisions for the Minor Child, the Parties shall follow the Dispute Resolution Process as outlined above; and,
- c. **Access During School.** Both Parties shall have access to the Minor Child during school and, with prior written notice to the other Party, each Party shall have authority to reasonably check the Minor Child out of school.

7. PARENT-TIME: Pursuant to § 81-9-203(14), UTAH CODE ANNOTATED:

- a. **Regular Parent-Time.** The Parties shall be awarded parent-time as the Parties may agree, and if the Parties are unable to come to an agreement, they shall share parent-time pursuant to § 81-9-305, UTAH CODE ANNOTATED, as follows:

- i. Until the Minor Child begins attending Kindergarten:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Wk 1	Kymberly Overnight	Kensey Overnight	Kensey Overnight	Kensey Overnight	Kensey Overnight	Kymberly Overnight	Kymberly Overnight
Wk 2	Kymberly Overnight	Kymberly Overnight	Kensey Overnight	Kensey Overnight	Kensey Overnight	Kymberly Overnight	Kymberly Overnight

- ii. Once the Minor Child begins attending Kindergarten:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Wk 1	Kensey Overnight	Kensey Overnight	Kymberly Overnight	Kymberly Overnight	Kensey Overnight	Kensey Overnight	Kensey Overnight
Wk 2	Kensey Overnight	Kensey Overnight	Kymberly Overnight	Kymberly Overnight	Kymberly Overnight	Kymberly Overnight	Kymberly Overnight

- b. **Holiday Parent-Time.** Absent an agreement between the Parties, the Parties shall be awarded holidays pursuant to §81-9-304(15), UTAH CODE ANNOTATED, with Kymberly designated as the “noncustodial parent” and Kensey designated as the “custodial parent” for the determination of the holiday schedule, to include only the following holidays:

Holiday	Holiday Time Period	Years Kensey is Granted Holiday	Years Kymberly is Granted Holiday
Fall Break	(1) Holiday when school is dismissed for Fall Break.	Even years	Odd years
	(2) Holiday ends when school resumes		
Thanksgiving	(1) Holiday when schools is dismissed for Thanksgiving	Even years	Odd years
	(2) Holiday ends when school resumes		
Winter Break (First Half)	(1) Holiday begins when school is dismissed for Winter Break.	Odd years	Even years
	(2) Holiday ends at 7 p.m. on December 27 th .		
Winter Break (Second Half)	(1) Holiday begins at 7 p.m. on December 27 th	Even years	Odd years
	(2) Holiday ends when school resumes.		

Spring Break	(1) Holiday when school is dismissed for Spring Break	Odd years	Even years
	(2) Holiday ends when school resumes		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m.	Even Year	Odd Years
	(2) Holiday ends on Mother's Day at 7 p.m.		
Day of Child's Birthday	(1) Holiday begins at 3 p.m.	Even years	Odd years
	(2) Holiday ends at 9 p.m.		
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m.	Odd years	Even years
	(2) Holiday ends at 9 p.m.		

c. **Extended Parent-Time.** Each Party shall have two (2) weeks of extended parent-time when school is not in session for summer break.

- i. In even-numbered years, Kensey shall provide notice to Kymberly by May 1, and then Christopher shall provide notice to Kensey by May 15 of their extended parent-time plans; if a scheduling conflict arises, Kensey's extended parent-time shall take precedence over Kymberly's extended parent-time.
- ii. In odd-numbered years, Kymberly shall provide notice to Kensey by May 1, and then Kensey shall provide notice to Kymberly by May 15; if a scheduling conflict arises, Kymberly's extended parent-time shall take precedence over Kensey's extended parent-time.
- iii. If a Party fails to provide a notification within the above time periods and a conflict arises, the complying Party's extended parent-time shall take precedence.

d. **Parent-Time Precedence.** Changes may not be made to this parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day;
- ii. the holiday schedule for the Minor Child's birthdays, unless a Party is exercising uninterrupted extended parent-time and takes the Minor Child away from that Party's residence during the uninterrupted extended parent-time;

- iii. the holiday schedule for any holiday that is not Mother's Day or the Minor Child's birthday;
 - iv. uninterrupted extended parent-time; and,
 - v. the schedule for weekday or weekend parent-time, including midweek visits.
- e. **Transportation.** Pick-up and drop-off shall be made at the Minor Child's school or childcare when possible and the Parties shall share the transportation costs by having the Party receiving the Minor Child providing the transportation. A stepparent, grandparent, or other responsible adult designated by a Party may pick up the Minor Child if the other Party is aware of the identity of the individual. If school is not in session, exchanges shall be at the Parties' residences with the receiving parent doing the transportation.
- i. If a Party will be late for a parent-time exchange, they shall notify the other Party as soon as possible, giving the reason for the tardiness. If the Party receiving the Minor Child is more than fifteen (15) minutes late to a parent-time exchange, the other Party may determine that the tardy parent has forfeited that day of parent-time, and the parent-time transfer would occur the following day.
- f. **Traveling Notice.** Pursuant to § 81-9-202(19)(a), UTAH CODE ANNOTATED, for emergency purposes, whenever the Minor Child travels with either Party overnight, all of the following shall be provided to the other Party:
- i. an itinerary of travel dates;
 - ii. destinations;
 - iii. places where the Minor Child or traveling Party can be reached; and,
 - iv. the name and telephone number of an available third person who would be knowledgeable of the Minor Child's location.

- g. **International Travel.** Each Party shall be permitted to travel outside of the United States with the Minor Child without permission of the other Party, so long as they comply with the above notice requirement. The Parties shall cooperate in obtaining passports for the Minor Child, executing any consents or documents required to obtain the passports. The non-traveling Party shall execute any required consent forms to permit the Minor Child to travel, so long as the above notice requirement has been met by the traveling party.
 - h. **Relocation.** Given the Parties' joint physical custody, when and if a Party moves 25 miles or more from the other Party, the relocating Party shall provide written notice, to the other Party at least sixty (60) days before the day on which the relocating Party intends to relocate, that complies with § 81-9-209(3), UTAH CODE ANNOTATED, and an expedited hearing may be scheduled to determine the best interests of the Minor Child and parent-time. If the Party relocating wants more than 50/50 parent-time, they shall also file a Petition to Modify and have it served on the other Party with the above referenced notice.
8. ADVISORY GUIDELINES AND ADDITIONAL PARENTING PROVISIONS. The Parties shall follow the Advisory Guidelines, contained in § 81-9-202, UTAH CODE ANNOTATED, and additional parenting provisions, as follows:
 - a. **Special Events.** Special consideration shall be given by each Party to make the Minor Child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant

events in the life of the Minor Child or in the life of either Party which may inadvertently conflict with the parent-time schedule.

- b. **School Interruption.** Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either Party without prior written notice.
- c. **Self-Help.** Neither parent-time nor child support is to be withheld due to either Party's failure to comply with a court-ordered parent-time schedule.
- d. **Notice of Events.** The Parties shall notify each other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the Minor Child are participating or being honored, and both Parties shall be entitled to attend and participate fully.
- e. **Information Access.** Each Party shall have access directly to all reports regarding the Minor Child, including school reports, childcare reports, medical reports, and governmental information, and each Party shall immediately notify the other Party of any medical emergency. Each Party shall have access directly to all reports regarding the Minor Child, including school reports, childcare reports, medical reports, and governmental information, and each Party shall immediately notify the other Party of any medical emergency.
- f. **Contact Information.** Each Party shall provide the other with the Party's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

- g. **Parent-Child Communication.** Each Party shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor Child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
- h. **Surrogate Care.** Each Party shall provide all surrogate care providers with the name, current address, and telephone number of the other Party and shall provide the other Party with the name, current address, and telephone number of all surrogate care providers.
- i. **Relationship Promotion.** The Parties shall promote a healthy, beneficial relationship between the Minor Child and the other Party.
- j. **Right of First Refusal.** Parental care shall be presumed to be better care for the Minor Child than surrogate care and both Parties shall be awarded the right of first refusal to provide care for the Minor Child when the other Party would require surrogate care overnight. If a Party decides to exercise the right of first refusal then that Party shall be responsible for picking up and returning the Minor Child to the other Party for that period. This right does not preclude or prevent the Minor Child from spending reasonable time, including overnight visits, with family and friends without the presence of either Party.
- k. **Temporary Changes.** A Party asking for a temporary change to the parenting schedule will act in good faith and ask the other parent about the change as soon as possible, and any change shall be by mutual agreement and in writing, including in trade of parent-time. The Parties shall fairly change parenting

schedules when family situations, illnesses or other commitments make changes reasonable.

- l. **Clothing and Personal Items.** The Parties shall each supply appropriate clothing and personal items for the Minor Child during their parent-time. These are the Minor Child's property and will be returned with the Minor Child.
- m. **Flexibility.** As the Minor Child grow older their interests may influence the parent-time schedule. The Parties shall be flexible in making reasonable changes to the parenting schedule as the needs and interests of the Minor Child may require.
- n. **Messengers.** The Parties shall not use the Minor Child as messengers to communicate with each other. Unless ordered by the Court, the Parties shall not use any third parties to communicate with each other.

9. MUTUAL RESTRAINING ORDERS

- a. **Involving the Minor Child.** The Parties shall not, in the presence or hearing of the Minor Child:
 - i. Demean or disparage (talk badly about) the other Party;
 - ii. Attempt to influence the Minor Child's preference regarding custody or parent-time; or
 - iii. Say or do anything that would negatively affect the love and affection of the Minor Child for the other Party, or involve the Minor Child in the legal issues of this matter.
 - iv. When the Minor Child is under a Party's care, that Party shall use their best efforts to prevent other from doing anything described above, and if necessary, they shall remove the Minor Child from the situation.

- b. **Narcotics and Alcohol.** Both Parties shall be mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the Minor Child or before transporting the Minor Child. Furthermore, both Parties shall be mutually restrained from allowing the Minor Child to be in the presence of third parties using illegal narcotics or consuming alcohol to excess.
- c. **Corporal Punishment.** Both Parties shall be mutually restrained from using corporal punishment on the Minor Child, and shall prevent any third party from using corporal punishment on the Minor Child.
- d. **Threats and violence.** Both Parties shall be mutually restrained from committing, trying to commit or threatening to commit any violence against the other. The Parties shall be restrained from bothering, annoying, stalking, harassing, or threatening the other Party. Furthermore, the Parties shall be restrained from speaking derogatorily about each other on social media, including, but not limited to, Facebook and Twitter.
- e. **Communication.** All communication shall be civil, respectful, courteous and non-threatening. Any necessary response to a message shall be given in a timely manner and at least within 24 hours of receiving the text message or email.
- f. **Enforcement.** If one Party fails to comply with a provision of this *Parenting Plan*, the other Party's obligations under the *Parenting Plan* are not affected. Should a Party fail to fulfill a provision of the *Parenting Plan*, the other Party may bring a Motion to Enforce at the expense of the disobedient Party.

10. CHILD SUPPORT

- a. The Parties each have gross monthly incomes of approximately \$4,800, and based on their 50/50 custody, child support shall not be awarded in this matter.

11. MEDICAL EXPENSES

- a. § 81-6-208, UTAH CODE ANNOTATED, shall be applied, as modified:
 - i. Medical expenses and costs include any medical, dental, orthodontal, psychological, therapeutic, and prescription costs.
 - ii. Insurance for the medical expenses of the minor child shall be provided by a parent if it is available at a reasonable cost.
 - (a) The parent providing insurance for the medical expenses of the child shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.
 - iii. If at any time a dependent child is covered by both parent's health, hospital, or dental insurance plans, Kymberly's plan shall primary and Kensey's shall be secondary.
 - iv. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance.
 - (a) The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children 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.
 - (b) The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award

or recover the other parent's share of the children's portion of the premium.

- v. Pursuant to § 81-6-208, Utah Code Annotated, each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical expenses incurred for the dependent child, including but not limited to deductibles and copayments.
 - (a) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The parent receiving the verification of the cost and payment of the medical expenses shall reimburse the other parent-time for one-half of the payment within 30 days.
 - (b) The parent receiving the verification of the cost of medical expenses shall:
 - (i) Send a copy of the Decree of Divorce to the creditor of the medical expenses;
 - (ii) Notify the creditor of their current address; and,
 - (iii) Shall make arrangements to pay the creditor their one-half portion of the medical expenses.
- vi. Pursuant to §§ 15-4-6.5-6.7, 81-3-105, and 81-4-406, UTAH CODE ANNOTATED: When a court order has been entered providing for the payment of medical expenses of a minor children pursuant to § 81-6-208, UTAH CODE ANNOTATED, or an administrative order under § 62A-11-326, UTAH CODE ANNOTATED, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a Party who has paid in full that share of the medical and dental expenses required to be paid by that Party under the order, nor may the creditor make a negative credit report under § §70C-7-107, UTAH CODE ANNOTATED, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, *Credit Information Exchange*, UTAH CODE ANNOTATED, regarding a Party who has paid in full that share of the medical and dental expenses required to be paid by the Party under the order.
 - (a) Each Party shall send a copy of the *Decree of Divorce* to the creditor of the particular medical expense of the Minor Child;
 - (b) Notify the particular creditor of that Party's current address; and,

- (c) Inform the particular creditor that it may not make a claim for unpaid medical expenses against that Party if that Party has paid in full that share of medical and dental expenses required to be paid by that Party under the order and also inform the particular creditor that it may not make a negative credit report under § 70C-7-107, UTAH CODE ANNOTATED, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, *Credit Information Exchange*, UTAH CODE ANNOTATED, regarding a Party who has paid in full that share of the medical and dental expenses required to be paid by that Party under the order.
 - vii. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with notice provisions above.
- b. A Party's income is subject to income withholding for their portion of the Minor Child's medical expenses and medical insurance costs, as described above, in accordance with Title 62A, Chapter 11, Parts 4 and 5, UTAH CODE ANNOTATED.

12. EXEMPTION FOR INCOME TAX PURPOSES

- a. For purposes of state and federal taxes, the Parties shall file jointly for the 2025 Tax Year and equally divide any liability or refund, and beginning with the 2026 Tax Year, Kensey shall claim the Minor Child as a tax exemption for Tax Years ending in an even number, and Kimbely shall claim the Minor Child as a tax exemption for Tax Years ending in an odd number.
- b. Pursuant to § 81-6-210(5), UTAH CODE ANNOTATED: An exemption may not be awarded to a Party unless the award will result in a tax benefit to that Party.

13. ASSET AND DEBT DIVISION

- a. **Real Property.** The Parties do not own real property.
- b. **Separate Property.** The Parties shall be awarded their pre-marital property, gifts, inheritances, and personal effects, i.e., toiletry and clothes.

- c. **Marital Property.** The Parties marital and personal property shall be divided as the Parties are able to agree.
- d. **Vehicles.** The Parties shall be awarded the vehicles currently in their use and possession, free and clear of any claim by the other Party, holding the other Party harmless thereby.
- e. **Financial Assets.** The Parties shall be awarded the financial assets held in their own names, including retirement, free and clear of any claim by the other Party.
- f. **Financial Debts.** The Parties shall be solely responsible for the debts held in their own names, holding the other Party harmless therefrom.
- g. **Business Interests.** The Parties have no business interests.
- h. **Embryos.** Of the 13 remaining embryos, Kymberly shall be awarded the embryos, free and clear of any claim from Kensey.

14. MISCELLANEOUS

- a. **Alimony.** Neither Party shall be awarded alimony.
- b. **Maiden Name.** Kensey shall be awarded the use of her maiden name, Little, if she so chooses.
- c. **Attorney Fees.** The Parties shall pay their own attorney fees and costs.
- d. **Execution.** Each Party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the DECREE OF DIVORCE hereafter to be entered by the court. Should a Party fail to execute a document within 60 days of the entry of the DECREE OF DIVORCE, the other Party may bring an Order to Show Cause at the expense of the disobedient

Party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient Party.

- e. **Enforcement.** Should a Party fail to fulfill a provision of the DECREE OF DIVORCE, the other Party may bring a Motion to Enforce at the expense of the disobedient Party.
- f. **Modification.** Upon the filing of any Petition to change any provision of the final DECREE OF DIVORCE, the Parties shall attempt to resolve the issue through mediation.

END OF ORDER

COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/ Kimberly Nicolle Romero

Respondent

*E-Signature Used with Written Permission of Kimberly Nicolle Romero,
Given Via Email, [lilkim0504@yahoo.com] Dated 07/08/26*

RULE 7 WARNING

Pursuant to Rule 7, URCP, objections to the proposed order shall be filed within (7) days after service. The party preparing the order shall file the proposed order upon being served with an objection or upon expiration of the time to object.

CERTIFICATE OF SERVICE

I hereby certify that, on the 8th day of July 2026, I caused the foregoing proposed DECREE OF DIVORCE be served upon Respondent via USPS, postage prepaid, and email, as follows:

Kymberly Romero
6892 South 670 East
Midvale, UT 84047
lilkim0504@yahoo.com

/s/ Nick Gottwald