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

In the Matter of the Marriage of

SARAH ELISE DEE STEED,

Petitioner,
and

NATHAN KYLE STEED,

Respondent.

DECREE OF DIVORCE
AND JUDGMENT

Civil No. 264901914 DA

Judge PATRICIA KUENDIG

Commissioner RENEE BLOCHER

The above-entitled matter came before the Honorable Judge PATRICIA KUENDIG. Petitioner, SARAH ELISE DEE STEED, (herein after referred to as “Sarah” or “Petitioner”) was represented by Stewart P. Ralphs, LEGAL AID SOCIETY OF SALT LAKE. Respondent, NATHAN KYLE STEED, (herein after referred to as “Nathan” or “Respondent”) was regularly served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters Nathan's default. Sarah has attended the Mandatory Divorce Education Course and said attendance has been waived for Nathan. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Sarah is hereby awarded a Decree of Divorce from Nathan, such to become final

upon signature and entry herein.

Provisions Relating to the Children of the Marriage

2. There are two (2) minor children born as issue of this marriage, to wit:

D.G.S., born January of 2011; and A.J.S., born September of 2015.

Provisions Relating to Child Custody and Parent-Time

3. Sarah is awarded the sole legal custody and sole physical custody of the parties' minor children.

4. Nathan is awarded the right to parent-time at reasonable times and places pursuant to the following re-introductory schedule:

a. Due to the length of time that has passed since Nathan and the minor children have had any meaningful in-person parent-time, prior to regular parent-time as set forth herein, Nathan shall first exercise the following re-introductory parent-time with the children within a period of 8 weeks:

i. First two visits: Four (4) hours of parent-time.

ii. At least two more visits: Eight (8) hours of parent-time. Subsequent visits can be overnight if both parents agree in writing.

iii. Introductory parent-time shall occur in Salt Lake County at a location approved by Sarah.

iv. Nathan shall provide Sarah at least 7 days prior written notice of introductory parent-time including date, time, and proposed location.

b. Prior to Nathan exercising the relocation parent-time below, he shall have appropriate accommodation where the children will be sleeping and shall provide Sarah

photographs of the children's sleeping accommodations.

c. Nathan must provide verification to Sarah that he has a valid driver's license in order to transport the minor children for or during parent-time. If Nathan does not have a valid driver's license, a third party with a valid driver's license may transport the minor children for parent-time with Nathan so long as Nathan provides a copy of the third party's driver's license to Sarah in advance.

d. Provided Nathan exercises parent-time consistently throughout the re-introductory period, Nathan shall be awarded rights of parent-time with the minor children of the parties as follows:

81-9-209 Relocation Parent-Time

5. If either parent lives more than 150 miles away from the other parent or if both parents live in separate countries, parent-time shall be as the parties agree. If they are unable to agree, the following statutory schedule shall be the minimum amount of parent-time allowed to the non-custodial parent:

a. in years ending in an **odd number**, the minor children shall spend the following holidays with the non-custodial parent:

(i)(A) fall break if the minor child's school dismisses for a fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes;

OR

(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day

before school resumes; and

(ii) the entire winter break period, beginning on the day that school dismisses for the winter break and ending on the day before school resumes;

b. in years ending in an **even number**, the minor children shall spend the following holidays with the non-custodial parent:

(i)(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes;

OR

(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

(ii) Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes;

c. extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks with:

(i) the noncustodial parent entitled to the first 1/2 of the summer or off-track time in years ending in an odd number; and

(ii) the noncustodial parent entitled to the second 1/2 of the summer or off-track time in years ending in an even number; and

For extended parent-time, the noncustodial parent shall return the minor child to the custodial home no later than seven days before school begins, except that this week is counted when determining the amount of parent-time to be divided

between the parents for the summer or off-track period.

- d. One weekend per month at the option and expense of the non-custodial parent.

The non-custodial parent is responsible for all transportation and transportation expenses.

(i) If the noncustodial parent has not designated a specific weekend on which the noncustodial parent will exercise parent-time, the noncustodial parent shall receive the last weekend of each month.

(ii) If a holiday assigned to the custodial parent falls on a weekend on which the noncustodial parent normally exercises parent-time, the noncustodial parent is entitled to the weekend before the holiday.

If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend is considered the noncustodial parent's monthly weekend entitlement for that month.

- e. If a minor child is out of school for teacher development days or snow days after the minor child begins the school year, or other days not included in the list of holidays, and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days shall be included in the weekend or holiday parent-time.

- f. In addition to the parent-time for which a noncustodial parent is entitled above,

the noncustodial parent is entitled to at least two times a week:

(i) brief telephone contact with the minor child at reasonable hours and for a reasonable duration; and

(ii) virtual parent-time if the equipment is reasonably available at reasonable hours and for reasonable duration.

Virtual parent-time supplements, but does not replace, the in-person parent-time described above.

- g. The relocating party shall be responsible for all the minor child's transportation and travel expenses relating to holidays in subsections (a) and (b) and 1/2 of the minor child's travel expenses relating to summer parent-time in subsection (c), provided the noncustodial parent is current on all support obligations.
- h. If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent is responsible for all of the minor child's travel expenses under Subsections (a) (b) and (c), unless the court rules otherwise.
- i. A responsible party shall make a reimbursement to the other for the minor child's travel expenses within 30 days of receipt of documents detailing those expenses.
- j. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

Mutual Restraining Orders

6. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this section 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 children from such circumstances.

- a. Both parents are restrained from disparaging the other in the presence of

the minor children or on social media and shall prevent third parties from doing the same.

b. Both parents are restrained from harming or threatening harm to the other party and shall prevent third parties from doing the same.

c. Both parents are restrained from discussing the case, child support, or other adult topics with, within earshot or in the presence of the minor children and shall prevent third parties from doing the same.

d. Both parents are restrained from introducing the children to a new significant other until they have been dating for at least a three-month period.

e. Both parents are restrained from drinking alcohol or using illegal drugs or taking prescription medications for other than their intended use, during or immediately prior to exercising parent-time and shall prevent third parties from doing the same. Both parents shall keep all potentially dangerous substances locked away and out of reach of the minor children.

f. Both parents shall keep the other apprised of their current address, telephone number, and email address at all times.

g. Both parents shall be polite and cordial and behave maturely during exchanges of the children. The parents shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other parent.

h. The parents shall use their best efforts to communicate with each other often about the minor children in the most reasonable manner, whether in person, by phone, via text message, email or letter.

i. Transfers of the minor children for parent-time shall take place curbside. The

parent picking up or dropping off the minor children shall not leave the vehicle and the other parent shall not leave the residence. “Curbside” transfer means that the parent picking up the children remains in the vehicle and the other parent not going further than arm’s length away from the front door.

j. Nathan shall notify Sarah in writing (which can be via text message) at least twenty-four (24) hours in advance of his intent NOT to exercise any scheduled parent-time. In the absence of such written notice, Sarah shall have the minor children at the transfer location at the appointed time for transfer.

Provisions Relating to Child Support Payments

7. Sarah is employed, earns **\$20.05** per hour, works **35** hours per week and therefore grosses **\$3,041** per month.

8. Nathan is unemployed or underemployed but is capable of working at a job which pays **\$25** per hour based upon Nathan’s work experience gained during the marriage in construction working with concrete and income is attributed to Nathan in the amount of **\$4,333** per month.

9. Pursuant to Utah Code § 81-6-202 Nathan is ordered to pay child support to Sarah commencing March 1, 2025, the first of the month following the parties separation on February 27, 2025, as follows:

a. The sum of **\$837** per month as base support for the minor children of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one half on or before the 5th day

of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 26B-9 Parts 4 and 5. This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, Nathan should make child support payments directly to Sarah.

d. Pursuant to Utah Code § 81-7-102 all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first day of each month, unless otherwise specified.

e. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice

that payments should be sent elsewhere.

f. Any Office of Recovery Service fee shall be paid by Nathan. If Sarah is the ORS applicant and the fee is withheld by ORS from payments to Sarah, Nathan shall reimburse Sarah for the fee.

g. Sarah is awarded judgment for child support arrears against Nathan in the amount of **\$11,718** for the period commencing on March 1, 2025 the first of the month following the parties date of separation of February 27, 2025 through May 1, 2026 the first of the month following the date of filing of this action on April 10, 2026 (14 months x **\$837**= **\$11,718**). The issue of child support arrearages, including child support owing or accruing prior to the entry of a court's order, may be determined by further judicial or administrative determination.

h. Pursuant to Utah Code § 81-6-104 and 204 each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be **\$837**. The child support obligation of the mother shall be **\$586**. Except during periods of court-ordered parent-time, if physical custody of the children changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent who has physical custody, to a relative to whom physical custody of the children have been voluntarily given, or to the state if the children are in state custody.

i. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child

support, unless otherwise provided in the order. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the original order.

j. Under Utah Code § 81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-211 if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

k. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4) the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

Provisions Relating to Health Insurance

10. Pursuant to U.C.A. § 81-7-102, (1953, as amended) the parent(s) shall provide health care coverage, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent child.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium 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 minor children of the parties in this case.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

c. The parent ordered to maintain insurance will provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent will notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses will provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical 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 Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided will reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of **Sarah** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **Nathan** 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 stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

Provisions Relating to Child Care Expenses

11. Pursuant to Utah Code § 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training related child care expenses of the custodial parent.

a. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

b. The parent who incurs child care expenses will provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent will notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar

days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. The parent to whom written verification is provided will reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Life Insurance

12. Nathan shall obtain a life insurance policy on Nathan's life, so long as such is available at a reasonable cost or through Nathan's employer, in a face amount of sufficient size to provide for a monthly income equal to the child support payments herein. Nathan shall maintain in full force and effect said life insurance policy until the child support obligation herein terminates. During such period, Respondent shall irrevocably designate the parties' minor children **as beneficiaries** on said life insurance policy, and designate Sarah as the trustee for said minor children.

Provisions Relating to Debts and Obligations

13. The parties are not aware of any debts from the marriage. Should any debts exist, each debt shall be the responsibility of the party incurring the debt.

Provisions Relating to Personal Property

14. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties are awarded said property as they have heretofore divided it.

Provisions Relating to Real Property

15. The parties acquired no real property during the course of this marriage, nor do

they presently own an interest in real property.

Provisions Relating to Alimony

16. Neither party is awarded alimony.

Provisions Relating to Pension and Related Assets

17. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Miscellaneous Provisions

Taxes

18. Sarah is entitled to claim the following minor child as an exemption for the purpose of filing federal and state income tax returns: **D.G.S., born January of 2011.** Provided that Nathan is current in all child support obligations and all other financial obligations herein by December 31st of each tax year, Nathan shall be entitled to claim the following minor child as an exemption for the purposes of filing federal and state income tax returns: **A.J.S., born September of 2015.**

a. At such time there is only one minor child who can be claimed and provided that Nathan is current in all child support obligations and all other financial obligations herein by December 31st of each tax year, the parties shall be entitled to claim the child as an exemption for the purpose of filing federal and state income tax returns in alternating years with Sarah claiming the child in **odd** numbered years and Nathan claiming the child in **even** numbered years.

b. In the event Nathan is not current in all child support obligations and all other financial obligations herein by December 31st of each tax year allotted to Nathan, Sarah shall be entitled to claim the parties' minor children as exemptions for the purpose of filing federal

and state income tax returns for said tax year.

Attorney Fees

19. Each party is ordered to assume his/her own costs and attorney fees incurred in prosecuting this action.

Name Change

20. Sarah is restored the use of her former name, **SARAH ELISE DEE WIGGIN**, if she so desires.

Other

21. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of June 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served [] via the court's electronic filing system, [X] by mail postage prepaid, [] via hand-delivery, [] via facsimile, [] via e-mail, as addressed, to:

NATHAN KYLE STEED, *Respondent*
425 N. 2260 W.
Hurricane, Utah 84737

220 Jessop Ave.
Hildale, Utah 84784

/s/ Kristie Cowman

Kristie Cowman, Paralegal to
Stewart P. Ralphs, Attorney for Petitioner