The Order of the Court is stated below:
Dated: October 26, 2026 10:20:45 AM **/s/** CATHERINE CONKLIN
District Court Judge

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Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH, OGDEN DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF	**DECREE OF DIVORCE**
KIRSTEN ANN LOSEE,	
Petitioner,	**Case No: 264901242**
and	**Commissioner: Christina Wilson**
NATHAN SAUL LOSEE,	**Judge: Catherine Conklin**
Respondent.	

The Petitioner filed her Petition for Divorce on the 22nd day of July, 2026. The Respondent filed his Answer and Counterpetition for Divorce on the 4th day of September, 2026. The parties signed a Stipulation and Property on the 5th day of October, 2026.

The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court

CHILD CUSTODY AND PARENT-TIME

1. The parties share one (1) child as issue of this relationship and marriage, to wit: A.G.L., born March 8, 2025 and adopted by the parties July 1, 2025.

2. The parties are awarded joint legal care, custody, and control of the minor child.

3. The parties are awarded joint physical care, custody, and control of the minor child, with Petitioner's residence being the primary residence.

4. Respondent may exercise his parent-time as agreed upon by the parties. If said parent-time cannot be agreed upon by the parties, parent-time shall be determined pursuant to the standard parent-time as outlined in UTAH CODE ANN. 81-9-305, with Respondent exercising parent-time every Wednesday, Thursday and alternating weekends and the Petitioner exercising parent-time every Monday, Tuesday and alternating weekends. The parties shall use their best efforts to create a schedule built around their work schedules.

5. The parties are entitled to the right of first refusal to provide care for the minor child in the event that a parent cannot provide care for a period of overnights or if paid childcare would be required. The parent who is exercising the right of first refusal is responsible for all transportation.

6. Neither party shall introduce the minor child to a new romantic partner/significant other until said party and their partner have been in an exclusive, committed relationship for a minimum of three (3) months and the other party has met the romantic partner/significant other prior to the introduction to the minor child.

7. The parties shall not allow the minor child to sleep in the same bed with any other adult other than her parents, nor any other children other than her siblings.

8. The parties are responsible for picking up the minor child at the start of their parent-time. Pickup shall be at school or daycare when possible. If pickup needs to be at the parties' residence, pickup shall occur curbside.

9. The parties shall take note that UTAH CODE ANN 81-9-202 contains additional advisory guidelines which are to govern all parent-time arrangements between the parties, unless otherwise agreed upon by the parties or otherwise stated in the parties' parenting plan.

10. Relocation: If either party relocates their residence thirty (30) miles or more from the other parent's residence, that parent shall provide 60 days

advance written notice of the intended relocation to the other parent. In accordance with Ross v. Ross, 2019 UT App 104, a party giving notice of a relocation outside the state of Utah or more than thirty (30) miles from their current residence shall file a Petition to Modify to address custody, parent-time, and support issues. If the court makes a finding that a parent fails to provide the required notice of relocation, that parent shall be held in contempt. The written notice of relocation shall contain statements affirming that:

a. The parent-time provisions in Utah Code § 81-9-209(9) or a schedule approved by

both parties shall be followed; and

b. Neither parent should interfere with the other's parental rights pursuant to court

ordered parent-time arrangements, or the schedule approved by both parties.

11. Pursuant to UTAH CODE ANN 81-9-202(19), for emergency purposes, whenever the minor child travels with either parent, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

12. The parties shall consult with one another regarding all major decisions pertaining to the minor child. If the parties cannot agree, the parties shall meet with professionals in the field. If the parties still cannot agree, the parties shall attend mediation. If, after meeting with professionals and attending mediation, the parties still cannot agree, Petitioner shall have the final decision-making authority subject to Respondent having the decision reviewed by the Court.

13. Pursuant to Utah Code Ann § 81-9-203 a parenting plan is attached to the parties' Stipulation and Settlement Agreement as **Exhibit "A"** and incorporated herein by this reference.

HEALTH INSURANCE

14. Pursuant to UTAH CODE ANN § 81-4-406(3) and § 81-6-208, the parties shall provide health care coverage for the medical expenses of the minor child; and the parents shall provide insurance for the medical expenses of the minor child if insurance is available at a reasonable cost.

15. Pursuant to UTAH CODE ANN § 81-6-208(3)(c) and § 81-6-208(6), the Petitioner's health, hospital, or dental insurance is designated as the primary insurance and the Respondent's health, hospital, or dental insurance is designated as the secondary insurance. If both parents provide health, medical, and dental insurance simultaneously, then each parent should be responsible for paying their individually incurred insurance premiums.

16. If there is no secondary insurance, each party shall pay one-half of the minor child's premium for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. Pursuant to UTAH CODE ANN § 81-6-208(8), the parent who provides insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. Parties shall provide proof of the number of children covered by their health insurance plan and the actual amount of the premium paid for the minor child.

17. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the dependent child.

18. The parent(s) maintaining health care coverage or insurance 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., Sections 601 et seq., upon initial enrollment of the dependent child and thereafter on or before January 2nd of each calendar year. The parent(s) shall notify the other parent(s) or the Office of Recovery Services under Title IV of the Social Security Act, U.S.C. Sections 601 et seq., of any change of insurance carrier, premium, or benefits within thirty (30) day of the date he or she first knew or should have known of the change.

19. 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. 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 these notice provisions set forth in UTAH CODE ANN § 81-6-208(10).

20. NOTICE TO MEDICAL EXPENSE CREDITORS: Pursuant to UTAH CODE ANN § 15-4-6.7, § 81-3-105, § 81-4-204, and § 81-4-406(3): a court order has been entered that provides that each parent equally pay the medical and dental expenses of a minor child under UTAH CODE ANN § 81-4-204, or § 81-6-202(10), or an administrative order under § 26B-9-224, a

creditor who is provided with a copy of this order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, each party shall:

a. Send a copy of the Court order referenced above to the creditor of the particular medical expense of the particular minor child;

b. Notify the particular creditor of that parties' current address;

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 parent under the order and also inform the particular creditor that it may not make a negative credit report under UTAH CODE ANN §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

SUPPORT PAYMENTS

21. The domestic support obligations set forth herein shall be effective as of October 5, 2026.

22. It is reasonable and proper that Petitioner be ordered to pay Respondent child support of no less than the statutory amount per month as provided in UTAH CODE ANN §81-6-104 and 81-6-302.

23. Presently, Petitioner is employed with Intermountain Health and earning a gross monthly income of at least $7,332.00 or $43.20 per hour.

24. Presently, Respondent is employed by North Ogden Chiropractic and is earning or capable of earning $30.00 per hour at 40 hours per week. For the purpose of determining the child support obligation, Respondent shall be imputed a gross monthly income of $5,200.00.

25. Based upon the parties' respective gross monthly incomes, and the Uniform Child Support Worksheet, Petitioner shall pay to Respondent child support in the amount of $113.00 per month, effective October 1, 2026 and continuing each month thereafter until a child attains the age of eighteen (18) years and graduates from high school with his or her regular class, if later, or otherwise becomes emancipated, at which time child support shall be re-computed given the remaining number of minor children. *See* Child Support Worksheet attached to the parties Stipulation and Settlement Agreement as **Exhibit "B"** and incorporated herein by this reference.

26. The parties shall equally share all expenses for extracurricular activities for the minor child so long as the activity is agreed upon by each party in writing.

27. The parties shall equally share all reasonable, work-related childcare expenses incurred for the minor child. Pursuant to Utah Code § 81-6-209, the parent incurring the expense shall provide the other parent with written proof of the expense within thirty (30) days of incurring it, and the other parent shall reimburse their 50% share within thirty (30) days of receiving such proof. If a party is able to provide childcare at no charge, they shall be given first opportunity to do so before other childcare arrangements are made and expenses incurred. If possible, the parties shall arrange for the childcare provider to bill each party separately for their one-half share of the expenses.

28. A party who incurs a childcare expense shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of the provider and thereafter as requested by the other party. The party shall notify the other party of any change of childcare provider or change in the monthly expense of childcare within thirty (30) calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to

recover the other parent's share of the expenses if he or she fails to comply with the notice provisions herein.

29. Whether or not delinquency has occurred, the Decree of Divorce shall include an order that Either party may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations. UTAH CODE ANN §26B-9-403 and UTAH CODE ANN §26B-9-304.

ALIMONY

30. The parties are both physically capable of supporting themselves and alimony shall not be awarded to either party.

REAL PROPERTY

31. During the course of the marriage, the parties acquired interest in real property located at 2354 Orchard Avenue, Ogden, Utah 84401 (the "Property"). The Property shall be listed for sale with an agreed upon realtor within fourteen (14) days of signing this agreement and the proceeds shall be dispersed as follows:

a. Pay expenses of the sale including realtor fees and closing costs;

b. Retire all mortgages and liens;

c. The debt owing to Canyon View Credit Union for the IVF loan shall be paid in full.

d. Petitioner shall receive her premarital investment of $15,000.00

e. The remaining balance shall be equally divided between the parties.

32. Respondent is awarded exclusive use, access, and control of the marital home during the pendency of these proceedings.

33. Parties shall equally share the monthly payments associated with the marital home, including mortgage payment, utilities, and homeowners' insurance until the marital home is sold.

PERSONAL PROPERTY

34. During the marriage the parties have acquired personal property which shall be equitably divided, with the parties' vehicles divided as follows:

a. Petitioner is awarded: 2012 Honda Pilot

b. Respondent is awarded: 2012 Lexus, subject to refinance, removing Petitioner from the loan and title within sixty (60) days from the sale of the marital home.

35. The parties shall divide the remaining personal property as they can agree.

36. If any personal property disputes should arise after the decree of divorce has been entered, the parties shall participate in mediation to come to a resolution between them regarding the division of the disputed property, the cost of said mediation to be equally born by the parties.

DEBTS AND OBLIGATIONS

37. The parties shall each be responsible for the individual debt in their names. The parties shall equally pay the IVF Loan owing to Canyon View Credit Union until the home is sold and the remaining balance is paid in full from the proceeds of the sale as indicated herein.

38. The parties shall each obtain and be responsible for their individual phone plans and automobile insurance upon entry of the Decree of Divorce

39. The parties shall each be responsible for paying any debts or obligations associated with the property awarded to them herein.

40. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt.

41. The parties shall each be restrained from incurring any debt in the name of the other party.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

42. Each party shall be awarded any financial, retirement, etc., accounts in their name alone.

FINANCIAL ACCOUNTS

43. Any joint financial or banking accounts opened during the marriage shall be closed and equally divided amongst the parties.

44. Each party shall be awarded their individual financial and banking accounts held in their own name, free and clear of any claim by the other party. Each party should hold the other party harmless from any liability or obligation associated with these individual accounts.

MINOR'S TAX DEPENDENCY STATUS

45. Petitioner shall be entitled to claim the minor child for income tax deduction purposes, both State and Federal, each and every odd-numbered tax year beginning for the tax year 2027, as provided in UTAH CODE ANN §81-6-210.

46. Respondent shall be entitled to claim the minor child for income tax deduction purposes, both State and Federal, each and every even-numbered tax year beginning for the tax year 2026, as provided in UTAH CODE ANN §81-6-210.

RESTRAINING ORDERS

47. The following restraining orders shall issue:

a. Both parties are restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

b. Both parties are restrained from stalking, harassing, or demeaning the other party. Stalking includes, but is not limited to, monitoring, following, or tracking the other party through GPS or other electronic means. Harassment includes, but is not expressly limited to, excessive unsolicited telephone calls, excessive electronic contact through emails, social media, texts or other means.

c. Both parties are restrained from making visitation arrangements through the child.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.

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

f. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

g. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted.

h. All contact and communication between the parties shall be civil and respectful.

i. Both parties are restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission, except as necessary to exchange the child for parent-time.

j. Each party is restrained from discussing this legal action or any adult topics with or in the presence of the minor children and are to instruct third parties to also be so restrained.

MISCELLANEOUS PROVISIONS

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

49. Petitioner is entitled to resume use of her prior surname of Adair, or any other prior name, should she so desire.

50. Each party is responsible for paying their individual attorney fees and costs incurred in this divorce action.

--END OF ORDER—
Signed as indicated at the top of page one

DATED this 12th day of October 2026.

Approved as to form and content:

*/s/ * Rebeccca Buck*
Rebecca Buck
LPP for Respondent

*Electronically signed with permission by email

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven days (and an additional seven (7) days if mailed by post) unless written objection is filed within that time period.

DATED this 10th day of October 2026

/s/ *Troy R. Jensen*
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of October, 2026 I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Rebecca Buck Licensed Paralegal Practitioner	x	Electronic Filing

/s/ *Troy R. Jensen*
Attorney for Petitioner