

Name: **Haily Arlene Hodell**
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Pro Se **I am the Petitioner**

Online Court Assistance Program

IN THE SECOND JUDICIAL DISTRICT COURT
OF WEBER COUNTY, STATE OF UTAH
Ogden Courthouse, 2525 Grant Avenue, Ogden UT 84401

Haily Arlene Hodell,
Petitioner,

vs.

Nathan Joseph Hodell,
Respondent.

**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 171901702 174900712

Commissioner: Conklin

Judge: Jones

This divorce action is before the court on **Haily Arlene Hodell's** VERIFIED PETITION FOR DIVORCE. The Court having found and entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. **Haily Arlene Hodell** is granted a divorce based on her Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

CHILDREN

2. The parties are the legal mother and legal father of the following children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to these children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married, or if the mother is pregnant at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE.

a. **Jax Joseph Hodell Born: December 2015**

CHILDREN – CUSTODY

3. The parties are awarded the Joint Legal and Joint Physical Custody of their children. The children shall reside in **Haily Arlene Hodell's home 209** overnights each year and in **Nathan Joseph Hodell's home 156** overnights each year. The Court approves the following parenting plan.

PARENTING PLAN

4. The children shall reside in **Haily Arlene Hodell's home 209** overnights each year. The children shall reside in **Haily Arlene Hodell's home** during the following time periods each year:

Every Saturday beginning at 9 AM-Wednesday ending at 9 AM

5. The children shall reside in **Nathan Joseph Hodell's home 156** overnights each year. The children shall reside in **Nathan Joseph Hodell's home** during the following time periods each year:

Beginning Wednesday at 9 AM until Saturday at 9 AM. and the first Sunday of every month.

6. The children shall spend holidays, birthdays of family members, vacations and other special occasions, as follows:

Jax will spend every other Christmas Eve with each parent beginning with Haily Hodell in 2017. He will spend every other Christmas day with each parent beginning with Nate in 2017. For birthdays Jax will attend the birthday celebration of family members regardless of the parents visitation days. He will be given back at the end of each night of that celebration if it falls on one of the parents days. For vacations Jax will spend each one no longer than 2 weeks that he has an opportunity to be on regardless of Nates or I's visitation days. Any other special occasions that arise on the parents days off that we would like for Jax to attend will be discussed between us.

7. The parents will share joint legal and joint physical custody of their minor child. The current schedule set up for the child is with **Haily from Saturday at 9 AM- Wednesday at 9 AM** and with **Nathan from Wednesday at 9 AM- Saturday at 9 AM**. This schedule will give **Haily 209** overnights each year and **Nathan 156** overnights each year. **Nathan will also have the child every second Sunday of the month from 9 AM-9 PM of that same day. As the needs and schedule of the child and the parents change, the parents will work with one another to change the parent time schedule to accommodate future changes. The parents**

will share holiday parent time as they can agree; if they cannot agree the parents will follow the statutory holiday parent time schedule in UCA 30-3-35 with Nathan receiving the schedule for the non-custodial parent. Each parent will receive 3 weeks of uninterrupted parent time each year and will take the time in one week periods. Each parent will identify their preferred summer parent time and share the time they are requesting in writing with the other parent within 30-60 days of the vacation planned, parents may not take their summer time over a holiday assigned to the other parent.

The parents agree they will discuss important and major decisions in the life of their child and attempt to work to gather to resolve disagreements. If they are unable to make a joint decision on a major issue involving medical, educational or religious issues they will meet with a third party professional (such as a school official for educational issues, a doctor for medical issues or an ecclesiastic leader for religious issues) or attend mediation. If they still cannot agree after meeting with a third party professional or mediator Haily will make the presumptive final decision. If Nathan feels a decision is not in the best interest of the child he may request the court review the decision.

The parents will equally share the responsibility for transportation of the child as they can agree; if they cannot agree the parent who is beginning the parent time will pick up the child.

The parents will equally share any out of pocket costs for the child's health insurance premiums out of pocket medical/dental/vision costs. The parents will each pay 1/2 of any cost for work related child care.

The parents will not sign the child up for any extracurricular activities without first discussing the activity with the other parent. If they agree to an activity in addition to the activity in writing they will equally share the expenses for the activity and both parents will support the activity during their parent time. If they do not agree and one parent chooses to sign the child up for an activity the parent signing them up will pay all of the expenses and the other will not have an obligation to support the activity with their parent time.

The parents agree they will not speak disparagingly about the other parent to or in the presence of the child and will further remove the child from the presence of any third party doing the same.

The parties will file their 2016 taxes jointly and will equally share the refunds. Beginning with the 2017 tax year the parties will alternate taking the child dependency exemption with Haily receiving the dependency exemption in odd numbered tax years and Nathan will receive the dependency exemption in even numbered tax years. Nathan must be current in his child support obligations by 12/31 of each year to exercise his assigned exemption.

The parents agree they will not talk with the child about the custody or court case and will

not use the child to pass messages between the parents.

The parents agree they will allow reasonable phone contact between the child and both parents.

Nathan will pay \$445.00 in child support each month beginning the 5th after the divorce is final. Child support is based on a gross monthly income of \$4,667.00 and 156 overnights for Nathan and a gross monthly income of \$416.00 and 209 overnights for Haily. Child support will be due by the 5th of each month. At the time Haily becomes employed full time, Nathans income changes or when the child begins full time school, child support will be recalculated using the parties actual incomes or imputing Haily at minimum wage.

The parents will provide one another 30 days notice (or as soon as they know of the plans) of any out of state travel with the child. They will provide one another of an itinerary for any out of state travel with the child. This time will be included with the 3 weeks given each parent during "summer time".

The parents will work with one another to ensure the child is able to attend significant family functions with both sides of the family.

The parents will not have any alcohol, smoking, or harmful substances in their residence during their parent time with the child.

The parents will only allow the child access to media as regulated by the media industry standards according to the age of the child. The parents will refrain from using provocative language around or towards the child.

The parents will not introduce the child to a new significant partner until the parent has been in a committed relationship with the new partner for a minimum of 6 months.

The parents will provide one another a minimum of 60 days notice of any intention to move over 50 miles from their current residence. During the 60 days the parents will return to mediation to discuss custody and parent time.

Haily will be awarded the marital home subject to paying Nathan full equity in the amount of \$500 and removing Troy Hodell from the mortgage loan. Haily must remove Troy from the mortgage loan within 6 months of the entry of the Decree of Divorce. Haily has paid the full equity of \$500 to Nathan and Troy Hodell on 04/10/2017. Nathans equity will be established using the appraisal when the home is refinanced.

When Nate is out of town on business or other vacations on his nights the child will stay with Haily and Haily will choose who cares for him on the days that Nate is out of town on his days that he should be with Jax but is not.

8. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, that parent may arrange for counseling through a mutually agreed upon counselor. There must be a written agreement signed by both parents to be binding and a copy shall be provided to each parent. The parents shall share the costs of counseling equally. Should the parties be unable to agree upon a counselor, the parties will each submit three names to the Court and the Court will select a counselor out of the names submitted.

9. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through counseling, unless both parents agree in writing on a different method of dispute resolution, which may include mediation, arbitration, or court review. Should both parents agree in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be binding or an arbitration record and decision and no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

10. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counseling, or arbitration.

11. The parties agree to the following in addition to the other terms of this parenting plan:

Nate nor I will talk bad about one another in front of Jax to protect him his emotional stability and relationship with his parents. Nate nor I will influence Jax negatively with drugs, alcohol or provocative movies, or words to protect Jaxs mental and emotional stability and to make sure he is being raised without that influence. We would like for him to make those decisions on his own later in his life. Nate nor I will introduce Jax to a significant other unless it is serious to protect Jax from unnecessary attachment and harmful emotions. Nate nor I will allow Jax to be

in an uncomfortable environment and will tend to the needs of our child before ourselves or friends. Nate nor I will keep Jax out and awake past 10 PM other than immediate families where his sleep and emotional stability might be compromised. Nate and I will discuss care for Jax and must agree upon it if the issue arises for us to be at work.

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

13. Selecting a custody arrangement which results in child support being calculated using the Joint Custody Child Support Worksheet may result in denial of state cash assistance through the TANF/FEP program for the parties and the parties' children. Utah Code 30-3-10.2(4) and 35A-3-1 et Seq.

INCOME: HAILY ARLENE HODELL

14. Pursuant to Utah Code 78B-12-203 **Haily Arlene Hodell's** total countable gross monthly income for child support purposes is **\$347.00**. **Haily Arlene Hodell** receives the following gross monthly income from all sources:

- a. **Haily Arlene Hodell** is employed at **Vasa Fitness** and grosses **\$346.67** per month working the equivalent of one full-time 40-hour a week job or less.

INCOME: NATHAN JOSEPH HODELL

15. Pursuant to Utah Code 78B-12-203 **Nathan Joseph Hodell's** total countable gross monthly income for child support purposes is **\$4,667.00**. **Nathan Joseph Hodell** receives the following gross monthly income from all sources:

- a. **Nathan Joseph Hodell** is employed at **Axiom Aviation** and grosses **\$4,667.00** per month working the equivalent of one full-time 40-hour a week job or less.

CHILD SUPPORT

16. Pursuant to Utah Code 78B-12-202 et seq., **Nathan Joseph Hodell** is ordered to pay child support to **Haily Arlene Hodell** as follows:

- a. A sum of not less than **\$445.00** per month base support in compliance with the

Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) 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, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801.

b. Child support shall be paid as follows:

Full child support to be paid by the 5th of every month.

c. **Haily Arlene Hodell** shall provide the information necessary for **Nathan Joseph Hodell** to set up direct deposit through **Nathan Joseph Hodell's** employer. Upon receipt of the information, **Nathan Joseph Hodell** shall have **Nathan Joseph Hodell's** employer establish direct deposit to an account of **Haily Arlene Hodell's** choice. One half of the child support is due on or before the 5th of each month, and one half is due on or before the 20th of each month.

d. The issue of child support arrearages may be determined by further judicial or administrative process.

e. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

f. Under Utah Code 78B-12-210(8), 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 62A-11-306.2, 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.

g. Under Utah Code 78B-12-210(7) and (9), 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.

h. The parties shall adhere to the following for child related support or expenses:

i. **Whichever sport the parent wants Jax to be in will first be discussed with the other parent before making a final decision and will be paid for by the insisting parent.**

TAX DEDUCTION FOR DEPENDENT CHILDREN

17. **Haily Arlene Hodell** is entitled to claim the parties' children as dependents for tax purposes in odd numbered years. **Nathan Joseph Hodell** is entitled to claim the parties' children as dependents for tax purposes in even numbered years.

18. The parent who does not have the right to take a tax deduction has the option to purchase the deduction from the other parent as follows: by March 1st of each year, the parties will determine the amount of tax savings the parent with the deduction would realize from claiming the child or children as a deduction. The parent wanting to purchase the deduction may then purchase from the other parent the right to claim the deductions for an amount equal to the other parent's

projected savings. The parent purchasing the deduction must tender payment, in full, to the other parent by April 5th. Upon receipt of payment, the parent with the deduction shall execute any necessary tax forms to enable the parent purchasing the deduction to claim the deductions.

CHILD HEALTH CARE

19. Pursuant to Utah Code 78B-12-212:

- a. **Nathan Joseph Hodell** is required to maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children.
- b. 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 **Nathan Joseph Hodell** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **Haily Arlene Hodell** 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.
- c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.
- d. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.
- e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

g. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

CHILD CARE EXPENSES

20. All reasonable work, career, or occupational training-related child care expenses shall be paid as follows:

The parents will equally share any out of pocket costs for the child's health insurance premiums and out of pocket medical/dental/vision costs. The parents will each pay 1/2 of any cost for work related child care.

The parents will not sign the child up for any extracurricular activities without first discussing the activity with the other parent. If they agree to an activity in addition to the activity in writing they will equally share the expenses for the activity and both parents will support the activity during their parent time. If they do not agree and one parent chooses to sign the child up for an activity the parent signing them up will pay all of the expenses and the other will not have an obligation to support the activity with their parent time.

PUBLIC ASSISTANCE STATEMENT - ORS

21. Neither **Haily Arlene Hodell** nor **Nathan Joseph Hodell** has received or is receiving public assistance from the State of Utah.

PERSONAL PROPERTY

22. The following vehicles are divided as indicated:

a. **Haily Arlene Hodell** is awarded the following vehicles:

i. **Nissan, Sentra, 2011**

Estimated current value: **\$5,000.00**

This vehicle is security for the following loans:

Lender: **America First Credit Union**
Address: **756 W 1700 S**

Clearfield, UT

Amount Owed: **\$8,200.00**
Monthly Payment: **\$264.00**
Haily Arlene Hodell will pay: The entire debt.
Person to provide creditor Decree of Divorce: **Haily Arlene Hodell**

b. **Nathan Joseph Hodell** is awarded the following vehicles:

i. **Audi, S4, 2012**

Estimated current value: **\$30,000.00**
This vehicle is security for the following loans:

Lender: **America First Credit Union**
Address: **756 W 1700 S**
Clearfield, UT

Amount Owed: **\$29,000.00**
Monthly Payment: **\$400.00**
Nathan Joseph Hodell will pay: The entire debt.

Person to provide creditor Decree of Divorce: **Nathan Joseph Hodell**

23. The following bank and credit union accounts are divided as indicated:

a. Account number: **1942**

Name of Institution: **America First Credit Union**

Account Balance: **\$100.00**

Divide as follows: **Award to party whose name is on the account.**

b. Account number: **7418**

Name of Institution: **America First Credit Union**

Account Balance: **\$20,000.00**

Divide as follows: **1/2 of the savings will go to Haily and 1/2 of the savings will go to Nathan.**

24. All personal property not specifically addressed in this decree of divorce shall be divided as the parties have already divided it.

DEBTS

25. 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.

REAL PROPERTY

26. During the course of the marriage, the parties acquired the following real property:

a. Town Home :

- i. Address: **2482 Andover St , West Haven, UT 84401- ;**
- ii. Tax Identification Number: **15-481-0002;**
- iii. Legal description: **Lot 234, The Village at Child Farm PUD Phase 2, 2nd Amendment.**
- iv. Mortgage Information and Payments:

This mortgage is: **First Mortgage**

Lender: **Prime Lending**

Address: **18111 PRESTON ROAD, SUITE 900 DALLAS, TX 75252**

Amount owed: **\$162,000.00**

Monthly Payment: **\$1,024.00**

Payments after divorce: **Haily Arlene Hodell** shall make all of the payments and be responsible for all costs related to this mortgage.

Notifying Lender: **Haily Arlene Hodell** shall provide the mortgage holder with a copy of the parties' Decree of Divorce.

b. This property shall be divided as follows:

Haily will be awarded the marital home subject to paying Nathan all of the equity when the home is sold. Haily must remove Troy Hodell form the mortgage loan within 6 months of the entry of the Decree of Divorce.

Nathans equity will be established using the appraisal when the home is refinanced.

BUSINESS INTERESTS

27. The parties' ownership interests in businesses is divided as follows:

a. Business Name: Axiom Aviation

Address: **4221 Airport Road , Ogden, Utah, 84405**

Phone: **(262) 297-4568**

Nature of Business: **Flight School**

Ownership Percent: **Haily Arlene Hodell 00%**

Ownership Percent: **Nathan Joseph Hodell 100%**

Parties' Combined Ownership Value: **\$200,000.00**

Award Ownership of Business as follows: **Nathan Hodell shall keep 100% of the business and it's funds**

ALIMONY

28. Haily Arlene Hodell is awarded a sum of not less than \$1,055.00 per month as alimony from Nathan Joseph Hodell. Nathan Joseph Hodell's alimony obligation shall terminate upon

Haily Arlene Hodell's remarriage, cohabitation, or on **06/15/2021**, whichever occurs first.

29. Alimony payments shall begin the month immediately following the entry of the order for alimony. The monthly alimony 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 a custodial parent uses the Office of Recovery Services to collect support. Alimony due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Alimony due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month. Should a custodial parent use the Office of Recovery Services to collect support, alimony shall be due on the first day of each month and delinquent on the first day of the following month.

RETIREMENT MONEY

30. The parties have no interest in any retirement money which is marital property or that they need the court to make an order on.

ADDITIONAL PROVISIONS

31. The parties shall adhere to the following additional provision:

a. **Each party will pay any debt in their own name. The parties will hold one another harmless for any debts they are assigned as part of the Decree of Divorce.**

The parties will divide their personal property as they can agree. If they cannot agree they will return to mediation. Haily will receive the 2011 Nissan subject to the debt and will refinance the vehicle loan to remove Nathan within 12 months of the entry of the Decree Divorce. Nathan will receive the 2012 Audi subject to the debt and the 2007 Aveo.

Alimony and child support = \$1,500 and shall be paid by the 5th of each month in full beginning on August 5th 2017.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

32. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order

to Show Cause at the expense of the disobedient party and ask 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.

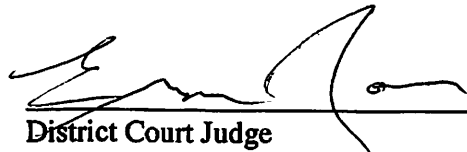
NAME CHANGE

33. **Haily Arlene Hodell** is restored the use of the former name of **Haily Arlene Speters** .

DATED _____

District Court Commissioner

DATED 4-13-18



District Court Judge

CERTIFICATE OF DELIVERY

On APRIL 18, 2017 (date) I mailed or hand delivered a copy of this
DECREE OF DIVORCE AND JUDGMENT, to:

Nathan Joseph Hodell
2482 S Andover St
West Haven, UT 84401-

Sign here 
Haily Arlene Hodell