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

In the Matter of the Marriage of KRISTOPHER RYAN HODELL, Petitioner, and JENNIFER SUSAN HODELL, Respondent.	DECREE OF DIVORCE Case No. 234902348 DA Discovery Tier: 4 Judge Chelsea Koch Commissioner Michelle Blomquist
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THIS MATTER came before the Honorable Derek Williams of the above-entitled Court, neither party appearing in front of Judge Koch, but Respondent having entered her *Declaration as to Residency and Grounds*, and the parties having properly executed a *Stipulation to Decree of Divorce*, filed herein, and the Court, having heretofore entered its *Findings of Fact and Conclusions of Law*, and good cause appearing therefor,

IT IS HEREBY, ORDERED, ADJUDGED AND DECREED:

GRANTING OF DIVORCE

1. Petitioner is awarded a decree of divorce severing the bonds of matrimony between the parties herein.

MINOR CHILDREN

2. There are two (2) minor children born as issue of this marriage, to- wit: Lily Amy Hodell, born December 29, 2018, and Avery Grace Hodell, born August 12, 2021 (“the minor children”).

3. Utah has jurisdiction to make the child custody determination pursuant to Utah Code Ann. § 78B-13-201(1)(a). The children resided in Utah for at least six (6) consecutive months immediately before commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one (1) parent have a significant connection with Utah and substantial evidence is available in Utah concerning the children’s care, protection, training, and personal relationships.

4. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, there are no proceedings for the custody of the minor child filed or pending in the Juvenile Court.

Parenting Plan

5. Jennifer is awarded sole physical, care custody and control of the two minor children. Kristopher shall have parent-time consistent with Utah Code Ann. § 81-9-302. The parties are awarded joint legal custody of the minor children. It is anticipated that parental decisions shall be required for major issues in raising the minor children and in meeting their ongoing needs. If and when they arise, both parents shall address the issues. Each parent shall

give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. The parties will then mediate the issue. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, Jennifer shall have presumptive decision-making authority. This level of authority shall allow Jennifer the right to make a preliminary decision that she shall then communicate to Kristopher. If Kristopher believes that the decision is contrary to the best interests of the child, he shall have the right to seek review thereof through the court.

a. Access to Records. Each parent shall ensure that the other parent's name, address and telephone number is provided to each and every health care provider, educational institution, and childcare provider as the children's parent. Each parent shall also ensure that the other party is listed in all records as an individual entitled to access the records, entitled to pick up or drop off the children, and entitled to be contacted in case of emergency.

b. Both parties shall minimize the disruption of a child's attendance at school or other activities, the child's daily routine, and the child's association with friends.

c. Jennifer is awarded decisions surrounding the long-term appearance of the children, including piercings, tattoos, and haircuts/dye.

d. Communication. A parent will have reasonable telephone contact with the children when the children are with the other parent via OFW.

i. When a child has his or her own cell phone, the parties stipulate and agree that the child will be allowed to use and have the phone in both parents' respective

homes. However, both parties will have final discretion and control over the child's use of the phone while the child is with either parent, including the discretion to decide when it is time to enforce a curfew or moratorium on phone usage for family time, bedtime and meals. In addition, both parents will have access to the passwords to unlock the child's phone. This access, control and right to restrict the child's use of his phone applies regardless of which party paid for the phone (the hardware) or which party pays the monthly phone and data plan. If the child's phone is restricted for any period of time by either parent, the parties will ensure that the child and parents have access to another phone for purposes of communication with both parents.

ii. Each party will provide the other with his or her current address and telephone number, email address, and other virtual parent time access information within 24 hours of any change.

e. Education Plan Provisions. The children will continue to attend school within the boundaries of Jennifer's residence. The children's school will be based on where Jennifer resides.

f. Transportation. Unless otherwise agreed, the parties shall continue to meet at the Taylorsville Police Department to exchange the minor children. Each party shall arrive and allow the children to walk to the other parents' car where that parent will be responsible for properly buckling the children in.

i. The children will be picked up and delivered promptly at the

scheduled times. Each parent will notify the other as soon as possible whenever a residential exchange will not occur as scheduled. If either parent is late more than 30 minutes, they shall forfeit their parent time.

ii. The children will be fed, bathed, and appropriately clothed before parent time exchanges occur.

iii. Transportation to alternative places, such as school and extracurricular activities, shall be the responsibility of the parent with whom the children are with at the time of the school or activity.

iv. When meeting to make parent time exchanges, the parties will confine their communications to what is necessary to make that exchange, reserving further communication to other times through OFW.

g. Notification of Travel. Prior to removing the children from the State of Utah for one overnight or more during parent time, the traveling parent will provide the other parent with written notification with the basic details of the trip, which will include at least the departure date, where the children will be, the return date, and an emergency contact number. Such notice of travel will be given at least (a) 15 before the date of departure if traveling within the state. (b) 30 days in advance before the date of departure if traveling out of State (c) 60 days in advance before the date of departure if traveling out of the country.

h. Relocation. In the future, if either party decides to move more than 150 miles from their current residence or outside of the State of Utah, the notice requirements in relocation statute as set forth in Utah Code §81-9-209 shall automatically apply.

i. Mutual Restraints. The parties will be mutually restrained from:

i. Disparaging the other party or the family member or friends of the other party, or otherwise speaking about the other party in a defamatory, demeaning, offensive or derogatory manner while in the presence of the parties' children.

ii. Allowing any third person under the direct control of the party to disparage the other party or a member of the other party's family or friends, or otherwise speak in a defamatory, demeaning, offensive or derogatory manner in the presence of the parties' children.

iii. Neither parent will ask the children to make decisions or requests involving the parent time schedule. Neither parent will discuss the parent time schedule with the children except for plans that have already been agreed to by both parents in advance.

iv. Neither parent will encourage the children to change their primary residence or encourage the children to believe it is their choice to do so.

v. Neither parent will discuss with or inform the children of the status of child support payments or other legal matters regarding the parents' relationship. Neither parent will inform the children as to which parent has paid or is paying for any item related to the children, including but not limited to which parent has paid for their clothing, activities, school fees, camps, and the like.

vi. Neither parent will use the children, directly or indirectly, to gather information about the other parent or take verbal messages to the other parent.

k. First Right of Refusal. If either parent has to leave the minor children with a caretaker or any other person for any time period in excess of four (4) hours during that

parent's custody or parent-time, that parent must give the other parent the first right of refusal to watch and care for the minor children during that time period. However, that parent must be personally available and responsible for all transportation for the minor children. In addition, each parent shall provide the other party his or her work schedule in order to facilitate the other parent's ability to exercise his or her right of first refusal.

CHILD SUPPORT

6. Jennifer's income for child support purposes is imputed to \$2,500 gross per month. Kristopher's income for child support purposes is \$10,417 gross per month. An award of child support will be calculated and entered based upon the sole legal custody worksheet (275 overnights for Jennifer, 90 overnights for Kristopher) and based upon the respective incomes of the parties. Based on these factors, Kristopher shall pay child support to Jennifer in the amount of \$1,599 per month, commencing on the 5th of the month immediately following the entry of the Decree of Divorce herein and shall be due on or before the 5th day of every month thereafter.

a. Such child support payments will be made each month until (1) the children respectively become 18 years of age, or graduate from high school during the 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. Payments will be made through ORS, with the option to pay one-half by the 5th of each month and the one-half by the 20th of each month.

c. Extra-Curricular Activities/School Fees/Expenses. The parties will

equally share all out-of-pocket amounts incurred for any extracurricular activities in which both parties agree in writing that the minor children may be involved. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. Kristopher shall reimburse Jennifer the sum of \$1,282.43 for his one-half (1/2) of the school expenses already paid by Jennifer.

d. The parties will equally share all out-of-pocket amounts incurred for any mandatory school fees or school lunches for the children. The party incurring such expense will submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

CHILDCARE/DAYCARE EXPENSES

7. Pursuant to § 81-6-209, et. seq., of the Utah Code, each parent shall share equally the reasonable work-related childcare expenses of the parents, if necessary.

a. If an actual expense for childcare is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. A parent who incurs childcare expenses shall provide written verification of the costs and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. The parents shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the Court, a parent incurring day 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 that parent fails to comply with above.

HEALTH INSURANCE/MEDICAL COSTS

8. Pursuant to Utah Code § 81-6-208, et. seq., each party shall provide the minor children with medical and dental insurance coverage, if available at a reasonable cost.

a. Each party shall share equally the out-of-pocket costs of the premium actually paid for the children's portion of insurance. 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. Each party shall pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor children, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary. Any elective medical or dental expenses shall be paid by the party who incurs said expense.

c. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance of the party with the best coverage shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the dependent child. If a party remarries and his or her dependent child are not covered by the 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 party and shall retain the same designation as the primary or secondary plan of the dependent child.

d. The party ordered to maintain 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. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The party shall notify the other party, or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.

e. The party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment.

f. In addition to any other sanctions provided by the Court, a party incurring medical 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 above.

8. Outstanding sums currently owing the children's providers for their medical and mental health care is the approximate amount of \$3,713.73. Kristopher shall pay the sum of \$1,856.86 which is one-half (1/2) the sum of \$3,713.73 that Jennifer has paid.

TAX DEPENDENCY EXEMPTIONS

9. Beginning with the tax year 2022, Kristopher will claim the parties' oldest child and Jennifer will claim the parties' youngest child for all tax purposes on his/her state and/or federal tax returns. This will continue every year until there is only one child eligible to be claimed. When there is one child available, the parties will alternate claiming the child with Jennifer claiming the child on odd numbered years and Kristopher claiming the child on even numbered years.

a. If necessary, the parties will execute all forms, including IRS Form 8332, needed to allow either party to claim the dependency exemption income tax benefits and tax credits as noted above.

b. Kristopher must be 100% current on his child support and necessary child cost obligations in order to claim any children for tax purposes. In other words, Kristopher must be current in base child support by December 31 of the tax year in which he wishes to claim any children. If Kristopher is not current as of December 31, he will forfeit his right to claim any children for tax purposes for that year and Jennifer will claim all available children for that tax year.

DISTRIBUTION OF PERSONAL PROPERTY, VEHICLES AND RETIREMENT
ACCOUNTS

10. During the marriage, the parties acquired certain personal property, vehicles, retirement accounts and other property. More specifically, Jennifer is awarded the 2017 Jeep Cherokee Sport. Kristopher is awarded the 2017 Ford Focus and 2008 Mazda 3.

a. All personal property will be divided based on mutual agreement. The parties will mediate any disputes that may arise regarding the final allocation of personal property. Parties will agree upon a day by February 28, 2025 for Kristopher to be escorted onto property to gather the personal property allocated to him. This shall include any of his documents pertaining to his 2022 tax filing.

b. Each party is awarded any and all savings, checking, or other banking accounts that they have. Jennifer shall be reimbursed the sum of \$22,500 from the amounts that Kristopher emptied out prior to the parties' separation, subject to verification. This shall be deducted from Kristopher's portion of the real estate equity. The parties shall cooperate in removing each parties' name from any joint accounts.

c. Jennifer has no retirement accounts. Jennifer is awarded one-half (1/2) of any of Kristopher's HSA account and retirement account pursuant to the Woodward Formula. Jennifer shall be responsible for any fees and costs for the preparation and filing of the QDRO necessary to divide these accounts. Kristopher shall cooperate with Jennifer in getting the necessary information to prepare the QDRO.

d. Jennifer shall be awarded one-half (1/2) of Kristopher's Universal Life

Insurance policy.

REAL PROPERTY

11. During the marriage, the parties acquired real property located at 3138 South Jean Street, Magna, Utah, 84044 (marital home) and 4381 West Flamingo Road, Suite 51007, Las Vegas, Nevada, 89103 (rental property). The parties' marital property is subject to a mortgage in the approximate amount of \$192,000. The parties' rental property is subject to a mortgage in the approximate amount of \$219,000. These two (2) properties shall be sold by a mutually agreeable realtor, and the proceeds equally split between the parties. Kristopher shall continue to be responsible for the mortgage and other costs for the properties until sold.

DIVISION OF DEBTS

12. During the marriage, the parties acquired debt. Each party will be solely responsible for any debt incurred in his or her own respective name.

a. Jennifer will be ordered by a Decree of Divorce to indemnify and hold harmless Kristopher from any claims of a creditor against Kristopher for the debts assigned to Jennifer.

b. Kristopher will be ordered by a Decree of Divorce to indemnify and hold harmless Jennifer from any claims of a creditor against Jennifer for the debts assigned to Kristopher.

NAME CHANGE

13. Jennifer will be allowed to change her name if she so desires, although she is not required to do so.

ATTORNEY'S FEES

14. Each party shall pay his or her own attorney's fees incurred herein.

DUTY TO COOPERATE

15. The parties are ordered to cooperate with each other, through counsel or otherwise, to effect the changes in title to property to be divided by their Decree, to change names and responsibilities for payment of debts divided herein, and to cooperate in each and every other way necessary to ensure that the Decree is carried out in every detail.

DEFAULT

16. If, after a Decree is entered, either Party defaults in his or her obligations, the Party in default will be liable to the prevailing Party for all reasonable expenses, including reasonable attorney's fees and costs of court incurred in the enforcement of the obligations created by the Decree.

MODIFICATION

17. Prior to any petition being filed to modify or change any provision in the final Decree, the parties will attempt to resolve the issue through mediation; although mediation will not be a prerequisite to a modification petition being filed.

TAX FILING

18. Jennifer has filed separate federal and state tax returns for the 2022, 2023 and 2024 tax years. The parties shall work together to maximize any benefits and minimize any obligations for those tax years and refile "married jointly" if necessary and if agreed upon by the parties.

DISCLOSURE

19. In the event that a party discovers the existence of an asset, debt or obligation that was not disclosed, that party may, by motion, seek a supplemental order for the equitable distribution of that asset.

-----END OF ORDER-----

In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the court's seal and the date the order was executed by the court.

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of April 2026, I caused a true and correct copy of the foregoing to be ☐ E Filed, ☐ mailed, postage prepaid, ☐ hand-delivered, ☒ sent via Email to:

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\s\ Joseph Lee Nemelka