FILED DISTRICT COURT Third Judicial District

Salt Lake County

Deputy Clerk

Online Court Assistance Program

Name:

Sierra Dawn Hatch

Address:

606 West 6th Ave

Midvale, UT 84047

Phone:

(385) 285-4764

Email:

sierraainsworth@yahoo.com

Pro Se

I am the Petitioner

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

Salt Lake City - Third District Court, 450 South State Street, Salt Lake City, UT 84114

Sierra Dawn Hatch,

Petitioner,

DECREE OF DIVORCE
AND JUDGMENT

٧.

Case No. 194900869

Layne Robert Hatch,

Respondent.

Commissioner: Minas

Judge: Laura Scott

This divorce action is before the court on Sierra Dawn Hatch'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. Sierra Dawn Hatch is granted a divorce based on her Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

CHILDREN

2. Sierra Dawn Hatch is the legal mother and Layne Robert Hatch is the 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 parties are expecting the birth of a child at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE.

a. Gentry ShayLee Hatch
b. KyLee Reign Hatch
c. BraydenLee Jackson Hatch
Born 09/20/2012
Born 04/18/2014
Born 06/05/2017

CHILDREN - CUSTODY

3. The parties are awarded the Joint Legal and Joint Physical Custody of their children. The children shall reside in Sierra Dawn Hatch's home 182 overnights each year and in Layne Robert Hatch's home 183 overnights each year. The Court approves the following parenting plan.

PARENTING PLAN

4. The children shall reside in Sierra Dawn Hatch's home 182 overnights each year. The children shall reside in Sierra Dawn Hatch's home during the following time periods each year:

1st week Layne receives the children Friday night at 9:00 pm and has the children until Tuesday night at 9:00 pm. Sierra gets the children at 9:00 pm on Tuesday night until Friday night at 9:00 pm.

2nd week Layne receives the children Saturday night at 9:00 pm and has the children until Tuesday night at 9:00 pm. Sierra gets the children at 9:00 pm on Tuesday night and has them until Saturday night at 9:00 pm.

5. The children shall reside in Layne Robert Hatch's home 183 overnights each year. The children shall reside in Layne Robert Hatch's home during the following time periods each year:

1st week Layne receives the children Friday night at 9:00 pm and has the children until Tuesday night at 9:00 pm. Sierra gets the children at 9:00 pm on Tuesday night until Friday night at 9:00 pm.

2nd week Layne receives the children Saturday night at 9:00 pm and has the children until Tuesday night at 9:00 pm. Sierra gets the children at 9:00 pm on Tuesday night and has them until Saturday night at 9:00 pm.

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

We plan on switching holidays and birthdays every year, but will work with each other so the children can be with both during the holidays as much as possible. We will also work with each other for the children to be able to attend special occasions as they arise with each other. For example; if Sierra has the children on Christmas in 2019. Layne will have the children for Christmas in 2020. If their is a special occasion in which one of the parties want to take the children to an event, whoever has custody on that day will decide if they can go or not.

7. The parents shall exchange information concerning the health, education, and welfare of the children.

- 8. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.
- 9. When a child is with a parent, that parent will make the day to day decisions regarding the care, control and discipline of that child. That parent may also make emergency decisions regarding the health or safety of that child.
- 10. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.
- 11. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.
- 12. Should the parties have a dispute regarding parenting of the children, the following dispute resolution process will be used:

We will use a mediator to resolve the differences.

- 13. 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 mediation of the matter through a mutually agreed upon mediator or mediation service. Should the parents be unable to agree upon a mediator or mediation service, the parent requesting mediation will arrange for mediation through a court-approved mediator or mediation service. A written stipulation shall be prepared of any agreement reached in mediation which shall be signed by both parents and a copy provided to each parent. The parents shall share the costs of mediation equally.
- 14. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, there must be a written agreement or 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.

- 15. 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 that parent's 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, and arbitration.
- 16. The parties agree to the following in addition to the other terms of this parenting plan:

 None
- 17. If a parent fails to comply with a provision of any part of this parenting plan, the other parent's obligations under this parenting plan are not affected.
- 18. 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: SIERRA DAWN HATCH

- 19. Pursuant to Utah Code 78B-12-203 Sierra Dawn Hatch's total countable gross monthly income rounded for child support purposes is \$2,480.00. Sierra Dawn Hatch receives the following gross monthly income from all sources:
 - a. Sierra Dawn Hatch is employed at The Dental Studio and grosses \$2,080.00 per month working the equivalent of one full-time 40-hour a week job or less.
 - b. Sierra Dawn Hatch receives \$1,675.00 per month non-countable public benefits as defined in Utah Code 78B-12-203(3). (from a source such as benefits received under a housing subsidy program, The Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, Food Stamps, General Assistance, etc.).

c. Sierra Dawn Hatch has income in the amount of \$400.00 from the following source:

Renter Income

INCOME: LAYNE ROBERT HATCH

- 20. Pursuant to Utah Code 78B-12-203 Layne Robert Hatch's total countable gross monthly income rounded for child support purposes is \$2,821.00. Layne Robert Hatch receives the following gross monthly income from all sources:
 - a. Layne Robert Hatch is employed at Extra Space Storage and grosses \$2,480.00 per month working the equivalent of one full-time 40-hour a week job or less.
 - b. Layne Robert Hatch earns \$340.54 extra per month in overtime or additional employment above Layne Robert Hatch's full time pay. This extra income is countable income for child support purposes under Utah Code 78B-12-203(2) because during the time prior to the original child support order, Layne Robert Hatch normally and consistently worked more than 40 hours at a job or jobs.

CHILD SUPPORT

- 21. Pursuant to Utah Code 78B-12-202 et seq., Layne Robert Hatch is ordered to pay child support to Sierra Dawn Hatch as follows:
 - a. A sum of not less than \$32.00 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 payments shall begin the month immediately following the entry of the order for child support. 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.

- c. The issue of child support arrearages may be determined by further judicial or administrative process.
- d. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.
- e. 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.
- f. 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.

TAX DEDUCTION FOR DEPENDENT CHILDREN

22. The tax deduction for the parties' children is as follows:

Layne Hatch will have claim two children in 2019 and Sierra 1 child. Sierra will claim 2 children in 2020 and Layne 1 child. They agree to switch off until they cannot claim children for tax purposes. When there are only two children to claim, they will split one child each and then when there is only one child, each will switch off years.

CHILD HEALTH CARE

- 23. Responsibility for child medical and dental expenses shall be as follows:
 - a. We both will be responsible for health insurance. At this time our children will be on medicaid. If our children need health insurance, the parent who has the lowest cost through their employer will carry the insurance and the other parent will pay half the costs for children to be on the insurance. All medical and dental costs will be split between both parents.
 - 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 Layne Robert Hatch shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Sierra Dawn Hatch shall be secondary coverage for the dependent child. If a parent remarries and that parent's 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.

CHILD CARE EXPENSES

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

Whoever has the children during each parents agreed schedule and if childcare costs come up, the parent who has the schedule will be responsible for all childcare costs during those time frames.

PUBLIC ASSISTANCE STATEMENT - ORS

25. Neither Sierra Dawn Hatch nor Layne Robert Hatch has received or is receiving public assistance from the State of Utah which would require that notice be provided to the Office of Recovery Services.

PERSONAL PROPERTY

- 26. All personal property not specifically addressed in the parties' divorce shall be divided as the parties have already divided it.
- 27. The following vehicles are divided as indicated:
 - a. Sierra Dawn Hatch is awarded the following vehicles:

i. Make: Dodge, Model: Caravan, Year: N/A

Estimated current value: \$2,200.00

Owner (before divorce): Sierra Dawn Hatch

This vehicle is security for the following loans

Lender:

Randy Debries

Address:

1810 South 800 East

Salt Lake City Ut 84105-3155

Amount Owed:

\$2,200.00

Monthly Payment:

\$0.00

Sierra Dawn Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Sierra Dawn Hatch

b. Layne Robert Hatch is awarded the following vehicles:

i. Make: Dodge, Model: Durango, Year: 2006

Estimated current value: \$915.00

Owner (before divorce): Layne Robert Hatch

Lien 1

This vehicle is security for the following loans

Lender:

Utah Chapter 13 Trustee Bankruptcy Debt

Address:

3111 Momentum Place

Chicago, IL 60689-5331

Amount Owed:

\$25,000.00

Monthly Payment:

\$409.00

Lavne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

- 28. The following bank and credit union accounts shall be divided as indicated:
 - a. Account number: Not Available

Name of Institution: Mountain America

Address:

Po Box 9001

West Jordan Utah 84084-9001

Account Balance: \$0.00

Names on Account: Layne Robert Hatch

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

b. Account number: Not Available

Name of Institution: Mountain America Credit Union

Address: Po Box 9001

West Jordan Utah 84084-9001

Account Balance: \$0.00

Names on Account: Sierra Dawn Hatch

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

LIFE INSURANCE POLICIES OWNED BY SIERRA DAWN HATCH

29. The following life insurance policies owned by Sierra Dawn Hatch shall be divided as indicated:

a. Life Insurance Company: Not Available
Account Number: Not Available

Address: Not Available, Not Available

Face Value: \$0.00 Cash Value: \$0.00

Divide as follows: This money shall not be divided.

LIFE INSURANCE POLICIES OWNED BY LAYNE ROBERT HATCH

30. The following life insurance policies owned by Layne Robert Hatch shall be divided as indicated:

a. Life Insurance Company: Not Available
Account Number: Not Available

Address: Not Available, Not Available

Face Value: \$0.00 Cash Value: \$0.00

Divide as follows: This money shall not be divided.

CREDIT CARD DEBT

- 31. Each party is ordered to assume and pay debts and hold the other harmless from liability as follows:
 - a. Credit Card: Credit one

Credit Card Number: 7531 Amount owed on debt: \$600.00

Credit Card Owner: Layne Robert Hatch Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

MEDICAL DEBT

32. Each party is ordered to assume and pay debts and hold the other harmless from liability as follows:

a. Health Care Provider: Emergency Visit/ Law Office Quinn Kofford Mountain

Land Collections account 1222931 / phone 18016420891

Street: PO BOX 1425

City, State, Zip: American fork Ut

Medical Services: Emergency Admittance (Hospital) Law Office Quinn Kofford Mountain Land Collections account 1222931

Amount owed on debt: \$458.67

Debt in name of: Layne Robert Hatch

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

b. Health Care Provider: Sean Hamilton Family Dentistry/ phone 18012640617

Street: 1638 West 6235 South

City, State, Zip: Murray Utah 8484123

Medical Services: Layne Hatch had dental work / Sean Hamilton Dental / I paid it off 11/2018 for 99.63

Amount owed on debt: \$0.00

Debt in name of: Lavne Robert Hatch

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

c. Health Care Provider: Granger Medical Billing for Dr Craig Brasher and phone 18019653600 from 6/5/17/ Po box 70658 West Jordan Ut 84084

Street: Not Available

City, State, Zip: Not Available

Medical Services: Sons Circumcision not paid or covered on 6/15/17 / amount owed was 513.00 Medicaid paid 75.00 10/6/17 still owes 438.00

Amount owed on debt: \$438.00

Debt in name of: Layne Robert Hatch

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

d. Health Care Provider: Glen Johnson and phone is 8019663700

Street: 3940 W 4100 S

City, State, Zip: W.V.C, UT, 84128

Medical Services: Co payments that need to be paid and passed DR Visits

Amount owed on debt: \$805.00

Debt in name of: Layne Robert Hatch

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

INSTALLMENT LOAN DEBT

33. Each party is ordered to assume and pay debts and hold the other harmless from liability as follows:

a. Debt owed to: Mountain America Credit Union

Street: Not Available

City, State, Zip: Not Available

Loan Description: This is a Line of credit used for making payments and bills through out the month

Amount owed on debt: \$750.00

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

b. Debt owed to: Mountain America Credit Union

Street: Not Available

City, State, Zip: Not Available

Loan Description: This is a Line of credit used for making payments and bills

through out the month Amount owed on debt: \$800.00

Sierra Dawn Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Sierra Dawn Hatch

OTHER DEBT

34. Each party is ordered to assume and pay debts and hold the other harmless from liability as follows:

a. Debt owed to: Comcast Cable

Street: Not Available

City, State, Zip: Not Available

Description of dcbt: Unpaid Cable Bill

Amount owed on debt: \$400.00

Sierra Dawn Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Sierra Dawn Hatch

b. Debt owed to: Geico Car insurance / account and policy # 4504853575

Street: Geico Remittance Center/ One Geico plaza

City, State, Zip: Bethesda MD 20810

Description of debt: Car insurance bill not paid

Amount owed on debt: \$221.12

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

c. Debt owed to: Senske Services phone 877-944-4007 Account # 373397/ still need to call

Street: Not Available

City, State, Zip: Not Available

Description of debt: Lawn Care and Pest control // I have paid it in full now

paid off was 142.96 Amount owed on dcbt: \$142.96

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

d. Debt owed to: Lon A Jenkins/Chapter 13 Trustee

Street: 3111 Momentum Place

City, State, Zip: Chicago, II, 60689-5331

Description of debt: Bankruptcy need to call and get exact balance still owed /

account was pass due from 4/17/18 to 9/25/18 so paid 9/6/18 paid 411.00 and 9/25/18 paid 650.00 and brought it current not to payments of 410.00 per month

Amount owed on debt: \$25,000.00

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

e. Debt owed to: T-mobile

Street: Not Available

City, State, Zip: Not Available

Description of debt: Taken care of now but was / got pass due of around August through September of 220 in August/2018 got pass due 2 months and owed 260.00 sierra phone still and 110.00 on mine but now current and taken care of was about 590 total plus 8 dollar charges per month to make payments so not shut off

Amount owed on dcbt: \$598.00

Layne Robert Hatch will pay: The entire debt.

Person to provide creditor Decree of Divorce: Layne Robert Hatch

REAL PROPERTY

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

- a. Home:
 - i. Address: 6828 West 3830 South, West Valley City, Utah 84128;
 - ii. Tax Identification Number: 11062775;
 - iii. Legal description: Layne R Hatch.
- b. Layne Robert Hatch shall receive sole and exclusive ownership of this property.

Sierra Dawn Hatch shall receive equity from this real property as follows:

Layne Hatch purchased the property 4 years before Layne and Sierra were married. Layne purchased the property for a total of \$132,711.00. Mortgage was \$128,173.00 and 2nd mortgage was \$4546.00. Layne paid off the 2nd mortgage. It is estimated that the real property has a value of \$40,000 in equity. Layne Hatch and Sierra Hatch agreed that Layne Hatch will pay Sierra Hatch her equity of \$\$20,000.00 by paying all their bankruptcy of -\$25,000 and -\$14,789.00 of other bills. That leaves Layne owing Sierra \$5,211 which was agreed that Layne will pay \$5211.00 of Sierra's student loans as soon as the bankruptcy is paid off. Student loan money will be paid to Sierra in increments of \$250.00 per month until Layne has paid full amount. This will be paid via cashiers check. This will give Sierra Hatch \$20,000 in equity. Layne Hatch and Sierra Hatch both have student loans and those loans cannot be paid until the bankruptcy is paid in full. Both their names are on the bankruptcy. Layne Hatch has agreed to pay off the bankruptcy and then to pay \$5,211 of Sierra Hatch's student loans. If Sierra Hatch does not have to pay any of her student loans for any other reason,

Layne Hatch will have to pay Sierra Hatch the sum of \$5,211 after the bankruptcy is paid.

Sierra and Layne agreed that Layne would be awarded the property. Layne purchased this home 4 years before they were married. The name on the property is already under Layne R. Hatch. Both parties have a bankruptcy that to be paid off before property can be sold. They also have bad credit and could not qualify for a new loan. The property is in poor condition and an estimate to repair property was given by E, R & R to complete the repairs before it could be sold for any value and it was estimated at -\$105,000 in repairs to be completed before the real property could have any true value. Layne and Sierra agreed to keep the mortgage in Layne's name and Layne to keep the home having to pay off all the bankruptcy and other debts as explained above.

c. The First Mortgage on this property shall be paid as follows:

i. Lender: Utah Housing
Address: Utah Housing
Amount Owed: \$106,809.88
Monthly Payment: \$913.51

Layne Robert Hatch will pay this mortgage after the divorce.

Layne Robert Hatch will provide a copy of the Decree of Divorce to the lender.

ALIMONY

36. Neither party shall be awarded alimony from the other.

RETIREMENT MONEY

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

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

38. 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.

Judge's signature may instead appear at the top of the first page of this document.

DATED 4/9/19	District Court Judge
DATED	District Court Commissioner
1 My 1 Hell	

Layne Robert Hatch Approved as to Form

CERTIFICATE OF DELIVERY

On April 9, 2019 I hand delivered a copy of this DECREE OF DIVORCE AND JUDGMENT, to:

Layne Robert Hatch 6828 w 3830 s

West Valley City, UT 84128

Sign here