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NOT TO BE PUBLISHED

Commonwealth of Kentucky

Court of Appeals

NO. 2025-CA-1394-MR

KATRINA MAE HAGER — APPELLANT

v.

APPEAL FROM MEADE CIRCUIT COURT
HONORABLE KENNETH H. GOFF, II, JUDGE
ACTION NO. 22-CI-00091

COMMONWEALTH OF KENTUCKY, DEPARTMENT OF CHILD SUPPORT SERVICES; AND CODY LEVI HAGER — APPELLEES

OPINION
AFFIRMING

** ** ** ** **

BEFORE: COMBS, A. JONES, AND MOYNAHAN, JUDGES.

COMBS, JUDGE: Katrina Mae Hager appeals from the September 24, 2025, order of the Meade Circuit Court granting the Commonwealth's motion to reduce the child support obligation of Cody Hager. After our review, we affirm.

The parties were divorced by decree of dissolution of marriage entered in the Meade Circuit Court on July 22, 2022. The decree incorporated a property settlement agreement providing that the parties would exercise joint custody of the children, and that Cody Hager, father of the parties' children, would have parenting time every Saturday and Sunday and on alternating Fridays. The parties further agreed that Cody would pay child support in the amount of $2,500 per month.

On January 26, 2023, upon Katrina's request, the Meade County Attorney filed a motion on behalf of the Cabinet for Health and Family Services to intervene in the action. By order entered on February 14, 2023, the circuit court granted the motion. Its order provided that the Cabinet for Health and Family services would become the payee of Cody's child support obligation paid through wage assignment. Cody was advised to notify the Meade County Attorney's Office, Child Support Division, if he changed jobs.

On February 27, 2023, Cody filed a motion for recalculation of his child support obligation. By agreed order entered on May 24, 2023, Cody's child support obligation was modified to $1,866 per month.

On June 7, 2024, Cody filed a motion to modify the parenting time schedule. He was working at a different job and sought an equal split of the children's time between the parties. The motion was set for a hearing before the

court's domestic relations commissioner (DRC) on September 5, 2024. Both Cody and Katrina testified. On October 3, 2024, the commissioner filed her report recommending modification of the parenting time schedule. Among other things, the commissioner recommended that Cody be granted parenting time from Friday to Tuesday followed by Sunday to Monday. (By local order he was granted alternating spring and fall breaks, a week of winter break, and four weeks during the summer break.) Cody filed objections to the report and recommendations. However, the parties ultimately entered into an agreed order confirming the commissioner's report with four modifications: (1) Cody would receive an extra day once a month; (2) child support would not be modified; (3) Cody's wife, Hannah, could have unsupervised contact with the children; and (4) all pending motions were merged into the agreed order.

On January 29, 2025, the Meade County Attorney filed a motion to modify Cody's child support obligation based upon changes to the parties' parenting time schedule. The affidavit of a child support caseworker with the Meade County Attorney's Office, Child Support Division, indicated that "this case qualifies for a Decrease to $970 per month . . . effective February 1, 2025." The affidavit included an analysis of the parties' income; child-care and health care costs; and a child support worksheet. Katrina opposed the motion, arguing that Cody could not show that a modification was required by a "material change in

circumstances that is substantial and continuing" as required by the provisions of KRS[1] 403.213.

Following an evidentiary hearing, the commissioner filed her report. According to the report, the last child support calculation was performed by the Meade Circuit Court in June 2023; Cody's monthly income was $9,632.43; and Katrina's monthly income was $3,872.89. Katrina filed her objections to the commissioner's report.

By order entered September 24, 2025, the circuit court determined that there were no child-care expenses and that Cody paid $437.67 per month for the children's vision, dental, and health insurance. Given the parties' gross income, the court concluded that Cody was obligated to pay $898.47 per month for his child support obligation -- a decrease of 52% from the court's 2023 determination. The court concluded that this decrease triggered a presumption that a substantial, continuing, and material change in circumstances existed sufficient to justify a modification of Cody's child support obligation. The court modified Cody's child support obligation retroactive to February 1, 2025. It ordered Cody to pay $898.47 per month through a wage assignment and to continue providing the children's health insurance coverage. This appeal followed.

[1] Kentucky Revised Statutes.

On appeal, Katrina argues that once the parties entered into the agreed order of December 10, 2024, the trial court was precluded from modifying Cody's child support obligation to bring the amount into conformity with the child support guidelines. She contends that the circuit court abused its discretion because the modification is arbitrary, unreasonable, unfair, and unsupported by the law.

In the alternative, Katrina argues that the amount of the modified child support was erroneous because the court utilized Cody's "lesser wages in 2025 of 9,632.00 per month" while utilizing her higher wages from 2024 ($3,873.00 per month). Katrina argued that she earned higher wages in 2024 from overtime that would not be available to her in 2025. As she noted in her brief, "The Court should utilize either 2024 earnings for both parties or 2025 earnings for both parties and not mix and match the years." (Appellant's brief, p. 5.)

She also argues that the court miscalculated the credit it awarded Cody for his payment of the children's insurance premiums. We disagree with each of these arguments.

KRS 403.211(2) provides in pertinent part as follows:

> [I]n any proceeding to modify a support order, the child support guidelines in KRS 403.212 or 403.2122 shall serve as a rebuttable presumption for the establishment or modification of the amount of child support. Courts may deviate from the guidelines where their application would be unjust or inappropriate. Any deviation shall be accompanied by a written finding or specific finding on

> the record by the court, specifying the reason for the deviation.

Despite the terms of the agreed order entered in December 2024, the court retained ongoing jurisdiction over child support issues and could legitimately modify child support that was previously set by agreement of the parties. KRS 403.213(1) provides that a party is entitled to modification of an award of child support upon a showing of "a material change in circumstances that is substantial and continuing." The statute further provides as follows:

> Application of the Kentucky child support guidelines to the circumstances of the parties at the time of the filing of a motion or petition for modification of the child support order which results in equal to or greater than a fifteen percent (15%) change in the amount of support due per month shall be rebuttably presumed to be a material change in circumstances.

KRS 403.213(2). Thus, a party who is able to show a 15% discrepancy between the amount of support being paid at the time the motion is filed and the amount due pursuant to the guidelines is entitled to a rebuttable presumption that a material change in circumstances has occurred. Again, KRS 403.211 provides that in "*any* proceeding to modify a support order," the child support guidelines "*shall* serve as a rebuttable presumption for the . . . modification of the amount of child support." (Emphasis added.)

Consequently, a circuit court must consider and apply the guidelines in each and every proceeding which seeks modification of a support order. KRS

403.213 does not require that there be a change in either party's income before a trial court may modify an existing child support award. *See Wiegand v. Wiegand*, 862 S.W.2d 336 (Ky. App. 1993). Instead, in a situation such as this, where there was at least a 15% discrepancy between the guidelines and the parent's existing child support obligation, the existence of this fact **standing alone** creates a rebuttable presumption that there is a material change in circumstances pursuant to the provisions of KRS 403.213(2). *Id.* The trial court did not err by granting the motion of the Commonwealth to modify Cody's child support obligation.

Katrina next contends that the court's calculation of the modified child support was erroneous because while it considered Cody's *2025 earnings*, it used her *2024 earnings*. She argues that this approach is inconsistent and unfair because, as noted earlier, her 2024 earnings included overtime that she might not have earned in 2025. Katrina contends that earnings for the same year should have been used for both parties. She also mentions the court's failure to award her credit for paying the children's dental insurance premiums.

The provisions of KRS 403.212(3)(h) require that income statements of parents "shall be verified by documentation of both current and past income. Suitable documentation shall include, but shall not be limited to, income tax returns, paystubs, employer statements[.]" However, Katrina did not provide documentation of her 2025 income to the Meade County Attorney's Office. The

Meade County Attorney expressly pointed out that Katrina "failed to produce any pay stubs or wage verification more than the 2024 earnings used in the child support calculation." The county attorney also observed that "the Commonwealth . . . received no proof of any payment of dental insurance premiums from Katrina." Nor was this information provided to the court's commissioner -- either before the evidentiary hearing or before her report was prepared and filed with the court.

We agree with the Commonwealth that "Katrina cannot treat her 2025 income as a moving target and then complain when the court missed it." Furthermore, the modified child support calculation included documentary evidence related to *Cody's* payment of the children's dental insurance.

Finally, Katrina contends that the court miscalculated the credit that it awarded Cody for his payment of the children's insurance premiums. As the Commonwealth outlines in its brief, Cody's out-of-pocket costs for insurance premiums for the children were verified through documentation. The calculation of the credit that he was due for payment of the children's insurance premiums is wholly consistent with this documentation.

The judgment of the Meade Circuit Court is affirmed.

ALL CONCUR.

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