

Meredith Lynn Hodapp
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Check your email. You will receive information and documents at this email address.

I am the Petitioner

In the District Court of Utah
Second Judicial District, Davis County
Second District Court, 800 West State Street, P.O. Box 769, Farmington UT 84025

<p>In the Matter of the Marriage of</p> <p>Meredith Lynn Hodapp</p> <p>and</p> <p>Shane Gregory Hodapp</p>	<p>Divorce Decree and Judgment</p> <p>Case Number: 234701860</p> <p>Judge: rawson</p> <p>Commissioner: Winkler</p>
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The court decrees:

Divorce

1. **Meredith Lynn Hodapp** is granted a divorce based on her Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Children

2. **Meredith Lynn Hodapp** and **Shane Gregory Hodapp** are the legal parents of the following children (Utah Code 78B-15-101 et seq.). This court has jurisdiction to make orders about these children.

- a. **Olivia Grace Hodapp** **Born 02/27/2006**

Children - custody

3. The parties are awarded Joint Legal and Joint Physical Custody of their children. The children will live in **Meredith Lynn Hodapp's** home **183** overnights each year and in **Shane Gregory Hodapp's** home **182** overnights each year. The court approves the following Parenting Plan.

Parenting Plan parent-time

Parent-time will be equal between the parties. **Meredith Lynn Hodapp** will have parent-time starting Monday morning and ending Wednesday morning. **Shane Gregory Hodapp** will have parent-time starting Wednesday morning and ending Friday morning. Each parent will alternate weekends having parent-time starting Friday morning and ending Monday morning. Transfers for parent-time will take place at the time the child’s school begins or if school is not in session at 9:00 a.m., if the parent picking up the child is to be available with the children during the day.

The chart below shows how this schedule will function.

	Meredith Lynn Hodapp overnights	Shane Gregory Hodapp overnights
Week 1 Weeknights	Monday Night Tuesday Night	Wednesday Night Thursday Night
Week 1 Weekend Nights	Friday Night Saturday Night Sunday Night	
Week 2 Weeknights	Monday Night Tuesday Night	Wednesday Night Thursday Night
Week 2 Weekend Nights		Friday Night Saturday Night Sunday Night

Each year, a parent may choose two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. A parent will choose at least 30 days before the day on which the chosen two-week period begins. In even numbered years, **Meredith Lynn Hodapp** may choose at any time and **Shane Gregory Hodapp** may choose after May 1. In odd numbered years, **Shane Gregory Hodapp** may choose at any time and **Meredith Lynn Hodapp** may choose after May 1. The two consecutive weeks override all holidays except for Mother’s Day and Father’s Day.

- Children 0-18 (183/182 Overnights) (Utah Code 30-3-35.2)

Parent-time for special occasions

4. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 30-3-35, 35.1)

Holiday	Holiday Time Period	Years and Parent Granted Holiday	Years and Parent Granted Holiday
Labor Day Children 5 to 18 years of age (Utah Code 30-3-35.1)	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Labor Day or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd Years Shane Gregory Hodapp	Even Years Meredith Lynn Hodapp
Columbus Day Children 5 to 18 years of age (Utah Code 30-3-35)	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years Meredith Lynn Hodapp	Odd Years Shane Gregory Hodapp
Fall Break Children 5 to 18 years of age (Utah Code 30-3-35)	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years Meredith Lynn Hodapp	Even Years Shane Gregory Hodapp
Halloween Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years Meredith Lynn Hodapp	Odd Years Shane Gregory Hodapp
Veterans Day Children 5 to 18 years of age (Utah Code 30-3-35)	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years Meredith Lynn Hodapp	Even Years Shane Gregory Hodapp
Thanksgiving Break Children 5 to 18 years of age (Utah Code 30-3-35)	(1) Holiday begins on Wednesday at 6 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even Years Meredith Lynn Hodapp	Odd Years Shane Gregory Hodapp

Winter Break (First Half) Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins at (a) 6 p.m. on the day that school dismisses for winter break. (2) Holiday ends on December 27 th at 7 p.m.	Odd Years Meredith Lynn Hodapp	Even Years Shane Gregory Hodapp
Christmas Eve (4 pm to 9 pm)	(1) Holiday begins on December 24 th at 4 p.m. (2) Holiday ends on December 24 th at 9 p.m.	Odd Years Shane Gregory Hodapp	Even Years Meredith Lynn Hodapp
Christmas Day (9 pm 24 th to 9 pm 25 th)	(1) Holiday begins on December 24 th at 9 p.m. (2) Holiday ends on December 25 th at 9 p.m.	Odd Years Shane Gregory Hodapp	Even Years Meredith Lynn Hodapp
New Year's Eve (4 pm 31 st to 9 am 1 st)	(1) Holiday begins on December 31 st at 4 p.m. (2) Holiday ends on January 1 st at 9 a.m.	Odd Years Shane Gregory Hodapp	Even Years Meredith Lynn Hodapp
New Year's Day (9 am 1 st to 9 pm 1 st)	(1) Holiday begins on January 1 st at 9 a.m. (2) Holiday ends on January 1 st at 9 p.m.	Odd Years Shane Gregory Hodapp	Even Years Meredith Lynn Hodapp
Dr. Martin Luther King Jr. Day Children 5 to 18 years of age (Utah Code 30-3-35)	(1) Holiday begins Friday at: (a) 6 p.m.; or (b) 9 a.m. if school is not in session and the parent can be with the child. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years Meredith Lynn Hodapp	Even Years Shane Gregory Hodapp
President's Day Children 5 to 18 years of age (Utah Code 30-3-35)	(1) Holiday begins Friday at: (a) 6 p.m. or (b) 9 a.m. if school is not in session and the parent can be with the child. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years Meredith Lynn Hodapp	Odd Years Shane Gregory Hodapp
Spring Break Children 5 to 18 years of age (Utah Code 30-3-35)	(1) Holiday begins 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years Meredith Lynn Hodapp	Even Years Shane Gregory Hodapp
Mother's Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All Years: Meredith Lynn Hodapp	All Years: Meredith Lynn Hodapp
Memorial Day Children 5 to 18 years of age (Utah Code 30-3-35)	(1) Holiday begins Friday at: (a) 6 p.m. or (b) 9 a.m. if school is not in session and the parent can be with the child. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years Meredith Lynn Hodapp	Odd Years Shane Gregory Hodapp

<p>Father's Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)</p>	<p>(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.</p>	<p>All Years: Shane Gregory Hodapp is the father</p>	<p>All Years: Shane Gregory Hodapp is the father</p>
<p>Juneteenth National Freedom Day Holiday Children 5 to 18 years of age (Utah Code 30-3-35)</p>	<p>(1) Holiday begins (a) the day before Juneteenth National Freedom Day at 6 p.m. if the day before Juneteenth National Freedom Day is <u>not</u> Father's Day; or (b) on Juneteenth National Freedom Day at 9 a.m. if the day before Juneteenth National Freedom Day is <u>Father's Day</u>. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>	<p>Even Years Meredith Lynn Hodapp</p>	<p>Odd Years Shane Gregory Hodapp</p>
<p>Summer Break Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)</p>	<p>Meredith Lynn Hodapp will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Meredith Lynn Hodapp. Meredith Lynn Hodapp will have an additional two weeks of extended Summer Parent-time at the option of Meredith Lynn Hodapp, subject to weekday parent-time for Shane Gregory Hodapp, but not weekends normally exercised by Shane Gregory Hodapp. Meredith Lynn Hodapp will notify Shane Gregory Hodapp of the summer break extended parent-time by May 1 each year. Shane Gregory Hodapp will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Shane Gregory Hodapp. Shane Gregory Hodapp will notify Meredith Lynn Hodapp of the summer break extended parent-time by May 15 each year. If the notification by Meredith Lynn Hodapp is not timely, Shane Gregory Hodapp may determine the schedule for extended parent-time for Meredith Lynn Hodapp, so long as Shane Gregory Hodapp has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.</p>	<p>Odd Years Meredith Lynn Hodapp</p>	<p>Even Years Shane Gregory Hodapp</p>

Independence Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd Years Meredith Lynn Hodapp	Even Years Shane Gregory Hodapp
Pioneer Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even Years Meredith Lynn Hodapp	Odd Years Shane Gregory Hodapp

Parent-time transfers

5. Pick-up and drop-off (“transfers”) of the children for parent-time will be as described below:

Olivia can drive herself.

Decision-making

6. The following applies to the Parenting Plan:

- Each parent will make day-to-day decisions for the children during the time they are caring for the children.
- Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education Plan

7. The school the children will attend is based on **Shane Gregory Hodapp's** home residence.

8. **Meredith Lynn Hodapp** has authority to check the children out of school.

9. **Shane Gregory Hodapp** has authority to check the children out of school.

10. **Meredith Lynn Hodapp** has access to the children during school.

11. **Shane Gregory Hodapp** has access to the children during school.

Communication with each other

12. Parents will communicate with each other by any method.

Communication with the children

13. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

Parents and children may communicate with each other whenever the children choose.

By any method

Records and information sharing

14. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

15. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

Relocation of a parent (Utah Code 30-3-37)

16. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

If the moving parent does not give the non-moving parent a Notice of Relocation, the

moving parent will be in contempt of the Court's order.

17. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 30-3-37)

- a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:
 - i. Thanksgiving holiday beginning Wednesday until Sunday; and
 - ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
 - i. the entire winter school break period; and
 - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.
- d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
 - i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
 - ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
 - iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be

included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

18. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

Reimbursement the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

19. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

Resolving disputes

20. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court: **Counseling**

Additional parenting responsibilities, expectations or commitments

21. **no additional provisions**

Military service by a parent (Utah Code 78B-20-4)

22. Neither parent is a servicemember.

23. A joint physical custody arrangement may result in denial of cash assistance under

the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

Income: Meredith Lynn Hodapp (Utah Code 78B-12-203)

24. **Meredith Lynn Hodapp's** gross monthly income for child support purposes is **\$6,125.00**. Her base child support amount using the joint custody calculation is **\$0.00** per month. She receives the following gross monthly income:

- a. **Meredith Lynn Hodapp** is employed at **Northrop Grumman Corporation**. She earns **\$6,125.01** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Shane Gregory Hodapp (Utah Code 78B-12-203)

25. **Shane Gregory Hodapp's** gross monthly income for child support purposes is **\$7,861.00**. His base child support amount using the joint custody calculation is **\$89.00** per month. He receives the following gross monthly income:

He receives the following gross monthly income:

- a. **Shane Gregory Hodapp** is employed at **Rockexotica**. He earns **\$7,861.29** gross (pre-tax) monthly income working a 40-hour a week job or less.

Child Support (Utah code 78B-12-202 et seq.)

26. **Shane Gregory Hodapp** will be ordered to pay child support to **Meredith Lynn Hodapp** as follows:

- a. **\$89.00** per month base support. This amount complies with the Utah Child Support Act.

Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

27. Child support payments will start the month immediately following entry of the order.

The payment schedule will be:

- one half by the 5th day of each month, and

- the other half by the 20th day of each month.

Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

28. The issue of past-due child support may be decided by future court or administrative action.

29. The parties must notify each other within 30 days of any change in their income.

30. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- 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,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

(Utah Code 78B-12-210(8)).

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 26b-9-211).

31. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

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

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 78B-12-210(7)).

Dependent children for tax purposes

32. **Shane Gregory Hodapp** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Meredith Lynn Hodapp** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 78B-12-212)

33. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 78B-12-102(13).

The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Meredith Lynn Hodapp's** insurance will be primary coverage.
- **Shane Gregory Hodapp's** insurance will be secondary coverage.

b. 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 coverage will be as follows:

- **Meredith Lynn Hodapp spouse's** insurance will be primary coverage.
- **Shane Gregory Hodapp spouse's** insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Public assistance statement – Office of Recovery Services (ORS)
(Utah Code 78B-12-113)

34. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code 30-3-5)

35. All personal property not addressed in the divorce should be divided as the parties have already divided it.

36. The following vehicles will be divided as indicated:

a. **Shane Gregory Hodapp** will receive the following vehicles:

i. Make: **GMC**, Model: **SIERRA**, Year: **2007**, VIN: **Unknown**

Estimated current value: **\$21,000.00**

Owner (before divorce): **Shane Gregory Hodapp**

Lien 1

This vehicle is security for the following loan

Lender: **MOUNTAIN AMERICA CREDIT UNION**

Address: **55 W Antelope Dr
LAYTON UT 84041**

Amount Owed: **\$10,000.00**

Monthly Payment: **\$487.13**

Shane Gregory Hodapp will pay: **The entire debt.**

Person to provide creditor divorce decree: **Shane Gregory Hodapp**

b. The following vehicles will be divided as described.

i. Make: **HONDA**, Model: **ACCORD**, Year: **2018**, VIN: **Unknown**

Estimated current value: **\$16,000.00**

Owner (before divorce): **Meredith Lynn Hodapp**

Ownership and use of this vehicle after the divorce will be as follows:

WE WILL SELL THIS CAR AND DIVIDE THE PROCEEDS

Lien 1

This vehicle is security for the following loan

Lender: **MOUNTAIN AMERICA CREDIT UNION**

Address: **55 W Antelope Dr
LAYTON UT 84041**

Amount Owed: **\$12,682.67**

Monthly Payment: **\$358.92**

The debt will be paid as follows: **WE WILL SELL THIS CAR AND DIVIDE THE PROCEEDS / UNTIL THEN, CAR PAYMENT WILL BE SHARED**

Person to provide creditor divorce decree: **Meredith Lynn Hodapp**

c. **Meredith Lynn Hodapp** will receive the following vehicles:

i. Make: **SUBARU**, Model: **CROSSTREK**, Year: **2017**, VIN: **Unknown**

Estimated current value: **\$13,500.00**

Owner (before divorce): **Meredith Lynn Hodapp**

Lien 1

This vehicle is security for the following loan

Lender: **UFIRST CREDIT UNION**
Address: **1535 N Main St**
Bountiful, UT 84010
Amount Owed: **\$13,570.66**
Monthly Payment: **\$255.00**

Meredith Lynn Hodapp will pay: The entire debt.
Person to provide creditor divorce decree: **Meredith Lynn Hodapp**

37. Bank and credit union accounts are divided as follows:

- a. Account number: **2028**
Name of Institution: **Mountain America Credit Union**
Address: **955 W Antelope Dr**
Layton, UT, 84041
Account Balance: **\$900.00**
Names on Account: **Meredith Lynn Hodapp**
Shane Gregory Hodapp
Divide as follows: **equally**

Life insurance policies owned by Meredith Lynn Hodapp

38. The life insurance policies owned by **Meredith Lynn Hodapp** will be divided as follows:

- a. Life Insurance Company: **Unknown**
Account Number: **Unknown**
Address: **Unknown, Unknown**
Face Value: **\$75,000.00**
Cash Value: **\$75,000.00**
Divide as follows: **Don't divide.**

Life insurance policies owned by Shane Gregory Hodapp

39. The life insurance policies owned by **Shane Gregory Hodapp** will be divided as follows:

- a. Life Insurance Company: **Lincoln Financial Group**
Account Number: **Unknown**
Address: **Unknown, Unknown**
Face Value: **\$25,000.00**
Cash Value: **\$25,000.00**
Divide as follows: **Don't divide.**

Other personal property

40. **Meredith Lynn Hodapp** will receive the following property:

**My road bike
My mountain bike
My books and book shelves
My two paddle boards
My sewing and craft supplies
4 kitchen chairs
fireplace console
1 backpacking tent
my backpacking supplies
Piano
cedar chest
plants
air compressor
chop saw
nail gun
blue couch console
green cabinet that holds the games
my bow
my gun
my exercise equipment
grey couch
big TV**

41. Shane Gregory Hodapp will receive the following property:

**mountain bike
archery equipment
leather couches
deep freezer with food
ice fishing and camping stuff
smoker
Shane's guns
big tent
1 backpacking tent
Shanes weights and exercise equipment
tiller**

Debts

42. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit card debt

- a. Credit Card: **DISCOVER**
Credit Card Number: **Unknown**
Amount owed on debt: **\$19,296.62**
Credit Card Owner: **Shane Gregory Hodapp**
Shane Gregory Hodapp will pay: **The entire debt.**
Person to provide creditor divorce decree: **Shane Gregory Hodapp**

- b. Credit Card: **DISCOVER**
Credit Card Number: **Unknown**
Amount owed on debt: **\$7,104.90**
Credit Card Owner: **Meredith Lynn Hodapp**
Shane Gregory Hodapp will pay: **The entire debt.**
Person to provide creditor divorce decree: **Meredith Lynn Hodapp**

- c. Credit Card: **BARCLAYS**
Credit Card Number: **Unknown**
Amount owed on debt: **\$13,011.20**
Credit Card Owner: **Meredith Lynn Hodapp**
Meredith Lynn Hodapp will pay: **The entire debt.**
Person to provide creditor divorce decree: **Meredith Lynn Hodapp**

- d. Credit Card: **VISA**
Credit Card Number: **Unknown**
Amount owed on debt: **\$928.94**
Credit Card Owner: **Meredith Lynn Hodapp**
Meredith Lynn Hodapp will pay: **The entire debt.**
Person to provide creditor divorce decree: **Meredith Lynn Hodapp**

- e. Credit Card: **VISA**
Credit Card Number: **Unknown**
Amount owed on debt: **\$1,875.01**
Credit Card Owner: **Shane Gregory Hodapp**
Shane Gregory Hodapp will pay: **The entire debt.**
Person to provide creditor divorce decree: **Shane Gregory Hodapp**

Other debt

- f. Debt owed to: **US GOVERNMENT**
Street: **Unknown**
City, State, Zip: **Unknown**
Description of debt: **2022 TAXES**
Amount owed on debt: **\$7,104.90**
Shane Gregory Hodapp will pay: **The entire debt.**
Person to provide creditor divorce decree: **Shane Gregory Hodapp**

Real property

43. The parties acquired the following real property during the marriage:

a. **residential home:**

- i. Address: **138 Dixie Ave, Layton, UT 84041;**
- ii. Tax Identification Number: **XXXXX0039;**
- iii. Legal description: **selling house and will divide equity / no deed transfer.**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**

Lender: **PNC BANK**

Address: **PO BOX 1820 DAYTON OH 45401-1820**

Amount Owed: **\$196,489.96**

Monthly Payment: **\$1,170.31**

This mortgage will be paid as follows after the divorce:

We will pay together until the house is sold: 55% (Shane) 45% (Meredith)

Meredith Lynn Hodapp will provide a copy of the divorce decree to the lender.

This mortgage is: **Second Mortgage**

Lender: **Mountain America Credit Union**

Address: **955 W Antelope Dr, Layton, UT 84041**

Amount Owed: **\$70,545.55**

Monthly Payment: **\$569.2**

This mortgage will be paid as follows after the divorce:

We will pay together until the house is sold: 55% (Shane) 45% (Meredith)

Meredith Lynn Hodapp will provide a copy of the divorce decree to the lender.

b. This property will be sold as soon as possible. **Meredith Lynn Hodapp** and **Shane Gregory Hodapp** will be equally responsible for payments, taxes, and insurance until the property is sold.

Until the property is sold, **Meredith Lynn Hodapp** and **Shane Gregory Hodapp** will have equal use and possession of this property.

The proceeds of the sale will be applied as follows:

- First, pay expenses of sale.
- Second, pay all mortgages and liens. If there is money still owed on mortgages and liens, the parties will each be responsible for one half of

- each payment.
- Third, pay all marital debts and obligations.
- Finally, divide any remaining balance equally between the parties.

Alimony

44. Neither party will pay alimony.

Retirement money – retirement accounts

45. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

- a. Company: **fidelity investmants**
 - i. Account Type: **401K**
 - ii. Street: **Unknown**
City, State, Zip: **Unknown**
 - iii. Plan Administrator **Unknown**
 - iv. Account Number **Unknown**
 - v. This plan is in the name of **Meredith Lynn Hodapp**
 - vi. Plan Value: **\$59,769.16**
 - vii. The entire account is awarded to **Meredith Lynn Hodapp**.

- b. Company: **CHARLES SCHWAB**
 - i. Account Type: **401K**
 - ii. Street: **Unknown**
City, State, Zip: **Unknown**
 - iii. Plan Administrator **Unknown**
 - iv. Account Number **Unknown**
 - v. This plan is in the name of **Shane Gregory Hodapp**
 - vi. Plan Value: **\$108,216.83**
 - vii. The entire account is awarded to **Shane Gregory Hodapp**.

Duty to sign documents

46. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

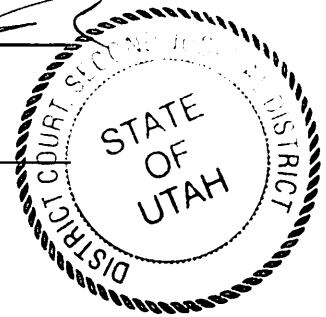
Judge's signature may instead appear at the top of the first page of this document.

DATED 11/18/24


District Court Judge

DATED _____

District Court Commissioner



Shane Gregory Hodapp
Approved as to Form

Certificate of Service			
I certify that I filed with the court and am serving a copy of this Divorce Decree and Judgment on the following people.			
Person's Name	Service Method	Service Address	Service Date
Shane Gregory Hodapp Respondent	Hand Delivery	138 Dixie Ave Layton, UT 84041	11/27/2023

11/27/2023
Date

Sign here Meredith Lynn Hodapp
Meredith Lynn Hodapp