

Jade S LoPatriello Levy  
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1181 E 7450 S  
Address  
Sandy, Utah 84093  
City, State, Zip  
801-634-5710  
Phone  
jade.lopatriello@gmail.com  
Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

<p>In the Matter of (select one)</p> <p><input checked="" type="checkbox"/> the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)</p> <p>Jade S LoPatriello Levy (name of Petitioner)</p> <p>and</p> <p>Benjamin J Levy (name of Respondent)</p> <p>Other parties (if any)</p>	<p><b>Divorce Decree</b></p> <p>264901198 Case Number</p> <p>Todd M Shaughnessy Judge</p> <p>Russell Minas Commissioner (domestic cases)</p>
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The court decrees:

### Divorce

1. Jade S LoPatriello Levy is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Jade S LoPatriello Levy. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Jade S LoPatriello Levy and Benjamin J Levy** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

**Minor Children**

a.

Child Name: **Hope Marileen Levy**

Date of Birth: **May 24, 2023**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Hope Marileen Levy**

Date of Birth: **May 24, 2023**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Apr 12, 2024**

Address: **1181 E 7450 S, Sandy, Utah 84093 United States**

(1).

Caretaker at this address: **Jade LoPatriello Levy**

Caretaker current address: **1181 E 7450 S, Sandy, Utah 84093 United**

**States**

(2).

Caretaker at this address: **Benjamin Levy**

Caretaker current address: **1181 E 7450 S, Sandy, Utah 84093 United**

**States**

ii.

Move-out Date: **Apr 12, 2024**

Move-in Date: **May 27, 2023**

Address: **6404 Mount Cedar Court, West Valley, Utah 84118 United States**

(1).

Caretaker at this address: **Jade LoPatriello Levy**

Caretaker current address: **1181 E 7450 S, Sandy, Utah 84093 United**

**States**

(2).

Caretaker at this address: **Benjamin Levy**

Caretaker current address: **1181 E 7450 S, Sandy, Utah 84093 United**

**States**

## Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Jade S LoPatriello Levy** and **Benjamin J Levy**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Jade S LoPatriello Levy** and **Benjamin J Levy** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

## PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Jade S LoPatriello Levy** and **Benjamin J Levy**.

### Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Jade S LoPatriello Levy** be awarded Sole Legal and Sole Physical custody **Benjamin J Levy** should have parent-time at reasonable times and places.

The parents will follow a custom parent-time schedule.

a. **Jade S LoPatriello Levy** will have the child full time and every night, until **Benjamin J Levy** has appropriate sleeping arrangements (including child's own room and bed) in an appropriate home environment. **Benjamin J Levy** will have the child beginning on the first weekend after the entry of the decree (or other agreed upon starting time between parents) (a) one weekday (Thursdays unless work day off changes and is discussed with Jade prior to the visitation day change taking place) beginning at 5:30 p.m. (or otherwise picked up from daycare) and ending at 8:30 p.m. (b) alternating weekend day visitations beginning at 8 a.m. and ending at 8:30 p.m. the same day; for both Saturday and Sunday (until overnights are able to begin) (c) each holiday granted to the noncustodial parent in accordance with the holiday schedule described in

**Subsection (15) or otherwise agreed to by both parents at the time of the Holiday; and (d) extended parent-time for two one-week periods, separated by at least four weeks, at the option of the noncustodial parent (once overnights begin), as follows: (i) one week of uninterrupted parent-time for the noncustodial parent; and (ii) one week of interrupted parent-time where the custodial parent may have an equal amount of weekday parent-time as the noncustodial parent on the same day on which the noncustodial parent is granted weekday parent-time under Subsection (7)(a).**

**FOR CHILDREN UNDER 5 MONTHS OF AGE (Utah Code 81-9-304):**

**Weekly:** Three two-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

**Holidays:** Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

**FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:**

**Weekly:** Three three-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

**Holidays:** Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

**FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:**

**Weekly:** One 8 hour visit every week and one 3 hour visit every week.

**Holidays:** Eight hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table, and

**Electronic Communication:** Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

**FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:**

**Midweek:** One weekday evening from 5:30 p.m. to 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the

child to the custodial parent by 8:30 p.m.

**Alternate Weekends:** Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. Friday until 7:00 p.m. Sunday.

**Holiday Parent-time:** Holidays as specified below in the Special Occasion table.

**Extended Parent-time:** Two one-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one week shall be uninterrupted time for the parent granted the extended parent-time;
- b. the remaining week shall be subject to weekday parent-time for the custodial parent on the same day as the parent exercising the extended parent-time has during the other weeks of the year; and
- c. the custodial parent shall have an identical one-week period of uninterrupted time for vacation.

Notification of extended parent-time or vacation weeks with the child shall be provided at least 30 days in advance to the custodial parent.

**Electronic Communication:** Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

#### **FOR CHILDREN 3 YEARS TO UNDER 5 YEARS OF AGE (81-9-304):**

**Midweek:** One weekday evening from 5:30 - 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

**Alternate Weekends:** Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. on Friday until 7:00 p.m. on Sunday continuing.

**Holiday Parent-time:** Holidays as specified below in the Special Occasion table.

**Extended Parent-time:** Two two-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one two-week period shall be uninterrupted time for the parent granted the extended parent time;
- b. the remaining two-week period shall be subject to an equal amount of weekday parent-time that the parent exercising the extended parent-time has during the other weeks of the year; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time for vacation.

A parent shall notify the custodial parent at least 30 days in advance of extended parent-time or vacation weeks.

**Electronic Communication:** Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

### Parent-time for special occasions

8. 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 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins 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 previously discussed time (c) until 8:30 p.m.	Odd years	Even years
Columbus Day	(1) Holiday begins 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 previously discussed	Even years when parent is not working	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	time (c) until 8:30 p.m.		
Fall Break	<p>(1) Holiday begins at the time of school dismissal (or 5:30 p.m.) on the day that school dismisses for fall break and (2) ends the each day at 8:30 p.m. until school resumes (a) Each week day visitation will begin at 5:30 p.m. or when noncustodial parent is off work for the day (b) During the weekends, visitation will begin at 8 a.m. Once Noncustodial parent (Benjamin J Levy) has a private room and private bed for the child, in appropriate home, and has given at least 24 hours notice to custodial parent (Jade S LoPatriello Levy) of such arrangements, overnights may take place for the extended Holiday. The overnight schedule for this holiday will be: Once overnights take place the following schedule will be: (1) Holiday begins 6 p.m. on the day that school dismisses for fall</p>	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	break. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) and the parent can be with the child; (b) at the time school is regularly dismissed; or previously discussed time (c) until 10 p.m.	Even years	Odd years
Veterans Day	(1) Holiday begins 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 previously discussed time (c) until 8:30 p.m.	No years	All years
Thanksgiving Break	(1) Holiday begins Wednesday or the time school is regularly dismissed for Thanksgiving (or 5:30 p.m.) and (2) ends each day at 8:30 p.m. until the day before school resumes (a) Each week day visitation will begin at 5:30 p.m. or when noncustodial parent is off work for the day (b) During the weekends,	Even years	Odd years



Holiday	Period	Noncustodial Years	Custodial Years
	visitation will begin at 8 a.m. Once Noncustodial parent (Benjamin J Levy) has a private room and private bed for the child, in appropriate home, and has given at least 24 hours notice to custodial parent (Jade S LoPatriello Levy) of such arrangements, overnights may take place for the extended Holiday. The overnight schedule for this holiday will be: Once overnights take place the following schedule will be: (1) Holiday begins 6 p.m. on the day that school dismisses for Thanksgiving break. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Winter Break (First Half)	(1) Holiday begins Wednesday or the time school is regularly dismissed for Thanksgiving (or 5:30 p.m.) and (2) ends each day at 8:30 p.m. until the day before school resumes (a) Each week day	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	visitation will begin at 5:30 p.m. or when noncustodial parent is off work for the day (b) During the weekends, visitation will begin at 8 a.m. Once Noncustodial parent (Benjamin J Levy) has a private room and private bed for the child, in appropriate home, and has given at least 24 hours notice to custodial parent (Jade S LoPatriello Levy) of such arrangements, overnights may take place for the extended Holiday. The overnight schedule for this holiday will be: Once overnights take place the following schedule will be: (1) Holiday begins 6 p.m. on the day that school dismisses for winter break. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 8:30 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	December 25th at 8 a.m. (2) Holiday ends on December 25th at 8:30 p.m.		
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on December 31st at 10 p.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 8 a.m. (2) Holiday ends on January 1st at 8:30 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins 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 previously discussed time (c) until 8:30 p.m.	Odd years when parent is not working	Even years
President's Day	(1) Holiday begins 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 previously discussed time (c) until 8:30 p.m.	Even years when parent is not working	Odd years
Spring Break	(1) Holiday begins Wednesday or the time school is regularly dismissed for Spring Break (or 5:30 p.m.) and (2) ends each day	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>at 8:30 p.m. until the day before school resumes (a) Each week day visitation will begin at 5:30 p.m. or when noncustodial parent is off work for the day (b) During the weekends, visitation will begin at 8 a.m. Once Noncustodial parent (Benjamin J Levy) has a private room and private bed for the child, in appropriate home, and has given at least 24 hours notice to custodial parent (Jade S LoPatriello Levy) of such arrangements, overnights may take place for the extended Holiday. The overnight schedule for this holiday will be: Once overnights take place the following schedule will be: (1) Holiday begins 6 p.m. on the day that school dismisses for Spring Break. (2) Holiday ends at 8:30 p.m. on the day before school resumes.</p>		
Memorial Day	<p>(1) Holiday begins at: (a) 9 a.m. if school is not in session and the</p>	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	parent can be with the child; (b) the time that school is regularly dismissed; or previously discussed time (c) until 8:30 p.m.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 8:30 p.m.		All Years: Jade S LoPatriello Levy is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 8:30 p.m.	All Years: Benjamin J Levy is the father	
Summer Break	Once Benjamin J Levy has a private room and private bed for the child, in appropriate home, and has given at least 24 hours notice to Jade S LoPatriello Levy of such arrangements, overnights may take place for the uninterrupted extended summer Parent-time. Benjamin J Levy will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Benjamin J Levy. Benjamin J Levy will have an additional two	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>weeks of extended Summer Parent-time at the option of Benjamin J Levy, subject to weekday parent-time for Jade S LoPatriello Levy (not including normal weekends exercised by Jade S LoPatriello Levy). Benjamin J Levy will notify Jade S LoPatriello Levy of the summer break extended parent-time by May 1 each year. Jade S LoPatriello Levy will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Jade S LoPatriello Levy. Jade S LoPatriello Levy will notify Benjamin J Levy of the summer break extended parent-time by May 15 each year. If the notification by Benjamin J Levy is not timely, Jade S LoPatriello Levy may determine the schedule for extended parent-time for Benjamin J Levy, so long as Jade S LoPatriello Levy has provided timely notice</p>		

Holiday	Period	Noncustodial Years	Custodial Years
	<p>(3 weeks prior). If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent. Until overnights take place, this time will begin each day of the prearranged dates at 8 a.m. and end each day at 8:30 p.m. Child will return to Jade S LoPatriello Levy's home to sleep each night.</p>		
Juneteenth National Freedom Day	<p>(1) Holiday begins 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 previously discussed time (c) until 8:30 p.m. If the day falls on father's day, that holiday will take precedence.</p>	Even years when parent is not working	Odd years
Independence Day	<p>(1) Holiday begins July 4th 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 previously discussed</p>	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	time (c) until 10 p.m.		
Pioneer Day	(1) Holiday begins July 24th 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 previously discussed time (c) until 10 p.m.	Even years when parent is not working	Odd years
Day of Child's Birthday	(a) Holiday begins at 12 p.m. (b) Holiday ends at 9 p.m. (c) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Jade S LoPatriello Levy's Birthday	Jade S LoPatriello Levy will have parent-time each year on Jade S LoPatriello Levy's birthday from 3:00 p.m. until the following morning when Jade S LoPatriello Levy delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except		All years



Holiday	Period	Noncustodial Years	Custodial Years
	<p>Mother's Day and Father's Day.</p> <p>Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time (may not be two consecutive years in a row).</p>		
Benjamin J Levy's Birthday	<p>Benjamin J Levy will have parent-time each year on Benjamin J Levy's birthday from 3:00 p.m. (or once parent is able to be with the child) until 8:30 p.m. Once approved for overnights, the time may be extended until the following morning when Benjamin J Levy delivers the child to school, or 8:00 a.m. if there is no school.</p> <p>Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day.</p> <p>Birthdays do not take precedence over</p>	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time (may not be two consecutive years in a row).		

### **Parent-time transfers**

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

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

### **Curbside transfers**

10. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

### **Decision-making**

11. 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.

### **Education plan**

12. The school the children will attend is based on **Jade S LoPatriello Levy's** home residence.

13. Jade S LoPatriello Levy and Benjamin J Levy has authority to check the children out of school. Jade S LoPatriello Levy and Benjamin J Levy has access to the children during school. If the parents cannot agree, education decisions will be made by Jade S LoPatriello Levy.

### **Communication with each other**

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

## Communication with the children

15. 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.

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

- By any method

17. Other terms about communication with the children: **At no time will the other parent ask the child what the other is doing or put them in a position to share information they do not want to. Each parent will not talk ill about the other parent while talking to the child. Each parent will not force the child to talk while it is not their parent time if they wish to end the call and will notify the other parent if there are concerns that arise during and/ or after the communication with the child has ended.**

## Records and information sharing

18. 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

19. 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.

20. If the children will be travelling for more than 4 days, the parent arranging the travel will notify the other parent at least 30 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 14 days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **All individuals traveling with the parent will be listed and their phone numbers included in list of contacts (for emergency use only). Parent traveling must ensure child has own sleeping arrangements (including own private bed) and when age appropriate (own room) or other appropriate travel arrangements to ensure safety. Parent traveling is required to cover all travel costs and daily expenses for the child. If there are any emergencies, the parent traveling will notify the nontraveling parent as soon as physically possible and provide all information and reasonable accommodations for them to join emergency discussions, appointments, and other necessities. If travel is 5 days or longer, this time may be considered for part of uninterrupted parent time for that year unless otherwise agreed upon and in the best interest of**

**the child. This does not include funeral or other single life events.**

### **Child care**

**22. A child care provider for our children must be:**

**A licensed child care provider.**

**A relative, friend, or neighbor.**

**Over the age of 25.**

### **Relocation of a parent**

**23. Neither parent may relocate with the minor children more than 100 miles from their current residence without a written agreement signed by the parties or further court order.**

**24. 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 paid by the the parent who moved.**

**25. 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.**

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

### **Changing the plan**

**This plan remains in effect until changed. A change comes from a modification of a court order.**

## **END OF PARENTING PLAN**

**Income: Petitioner (Jade S LoPatriello Levy) (Utah Code 81-6-203)**

**27. Jade S LoPatriello Levy's gross monthly income for child support purposes is \$6434. Jade S LoPatriello Levy base child support amount using the sole custody calculation is \$650. Jade S LoPatriello Levy receives the following gross monthly income:**

**a. Jade S LoPatriello Levy is employed at State of Utah. Jade S LoPatriello Levy earns \$6434 gross (pre-tax) monthly income working a 40-hour a week job or less.**

**Income: Respondent (Benjamin J Levy) (Utah Code 81-6-203)**

**28. Benjamin J Levy's gross monthly income for child support purposes is \$4374. Benjamin J Levy receives the following gross monthly income:**

**a. Benjamin J Levy is employed at Loomis . Benjamin J Levy earns \$4374 gross (pre-tax) monthly income working a 40-hour a week job or less.**

**29. The adjusted gross monthly income for Benjamin J Levy is \$4374.**

## Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

30. It is in the best interest of the children that **Benjamin J Levy** be ordered to pay child support to **Jade S LoPatriello Levy** as follows:

a. **\$433.00** per month base support. This amount complies with the Utah Child Support Act.

31. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

32. The **sole** custody worksheet was used to calculate child support.

**Jade S LoPatriello Levy's** base child support amount is **\$650** per month.

**Benjamin J Levy's** base child support amount is **\$434** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

## Child support reduction for extended parent-time

33. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

34. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

35. The person ordered to receive child support can request mandatory income withholding (Utah Code 62A-11 parts 4 and 5). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.

- a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to:  
450 South State Street Salt Lake City, Utah 84114  
unless ORS gives notice that payments should be sent elsewhere.

36. If ORS begins mandatory income withholding, child support is due on the first day of each month and will be past due on the first day of the next month.

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

38. **Benjamin J Levy** will pay any ORS fees. If **Jade S LoPatriello Levy** is the ORS applicant and the fees are withheld from payments to **Jade S LoPatriello Levy**, **Benjamin J Levy** will reimburse **Jade S LoPatriello Levy**.

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

40. 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.

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 62A-11-306.2).

41. 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 81-6-202 and 81-6-212)

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 81-6-202(8))

42. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

## Dependent children for tax purposes

43. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

44. **Benjamin J Levy** may claim the parties' children as dependents/exemptions for tax

purposes in odd numbered years. **Jade S LoPatriello Levy** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

#### Child health care (Utah Code 81-6-208)

45. 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 81-6-101(14),

46. **Jade S LoPatriello Levy** 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:

- **Jade S LoPatriello Levy's** insurance will be primary coverage.
- **Benjamin J Levy'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:

- **Jade S LoPatriello Levy's** spouse's insurance will be primary coverage.
- **Benjamin J Levy's** 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.

#### Child care expenses (Utah Code 81-6-209)

47. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written

verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

#### **Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))**

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

#### **Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)**

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

#### **Vehicles**

50. Vehicles will be divided as follows:

a.

**Year: 2019**

**Make: Hyundai**

**Model: Tucson**

**VIN: KM8J3CAL0KU883630**

**Owner (before divorce): Jade LoPatriello Levy**

**Current value: \$25,000.00**

**Amounts Estimated: yes**

**Basis of Estimation: Cost of vehicle in recent loan**

**Ownership After Divorce: Jade S LoPatriello Levy**

**I.**

**Lender: America First Credit Union**

**Address: P.O. Box 9199 Ogden, UT 84409**

**Date Acquired: N/A**

**Amount Owed: \$25,495.45**

**Amounts Estimated: no**

**Monthly Payment: \$402.00**

**The debt will be paid as follows: Jade S LoPatriello Levy will pay the entire debt. Jade S LoPatriello Levy will provide a copy of the divorce decree to the lender.**



b.

Year: **2017**

Make: **GMC**

Model: **Sierra**

VIN: **1GT12TEG2HF120591**

Owner (before divorce): **Benjamin Levy**

Current value: **\$30,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Cost of vehicle in recent loan**

Ownership After Divorce: **Benjamin J Levy**

I.

Lender: **Canyon View Credit Union**

Address: **P.O. Box 58025 Salt Lake City Utah, 84158**

Date Acquired: **N/A**

Amount Owed: **\$32,483.00**

Amounts Estimated: **no**

Monthly Payment: **\$492.72**

The debt will be paid as follows: **Benjamin J Levy will pay the entire debt.**

**Benjamin J Levy will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

51. Bank and credit union accounts will be divided as follows:

a.

Account Number: **4410**

Account Type: **Checking and Savings**

Institution Name: **AFCU**

Address: **PO Box 9199 Ogden, UT 84409**

Date Opened: **N/A**

Balance (US Dollars): **\$1,000.00**

Estimated: **yes**

Estimation basis: **This amount changes regularly with paying bills**

Owner: **Jade S LoPatriello Levy**

Co-Owner(s): **N/A**

Divide as follows: **Jade S LoPatriello Levy should be awarded the entire balance of \$1,000.00 from this money.**

b.

Account Number: **0664**

Account Type: **Checking and Savings**

Institution Name: **AFCU**

Address: **PO Box 9199 Ogden, UT 84409**

Date Opened: **N/A**

Balance (US Dollars): **\$300.00**

Estimated: **yes**

Estimation basis: **This amount changes regularly with paying bills**

Owner: **Benjamin J Levy**

Co-Owner(s): **N/A**

Divide as follows: **Benjamin J Levy should be awarded the entire balance of \$300.00 from this money.**

c.

Account Number: **1511**

Account Type: **Credit Account**

Institution Name: **Chase Bank**

Address: **270 Park Avenue, New York, NY 10017**

Date Opened: **N/A**

Balance (US Dollars): **\$0.00**

Estimated: **no**

Owner: **Jade S LoPatriello Levy and Benjamin J Levy**

Co-Owner(s): **N/A**

Divide as follows: **Jade S LoPatriello Levy should be awarded the entire balance of \$0.00 from this money.**

52. This other property will be divided as follows:

a.

Description: **Wedding band and Ring**

Date acquired: **N/A**

Current value: **\$1,000.00**

Estimated: **yes**

Basis of estimation: **A little less than cost of ring(s) years ago**

Ownership after divorce: **Jade S LoPatriello Levy**

Loan: **N/A**

53. **Jade S LoPatriello Levy will receive the following property:**

**a. Patio furniture, Tall dresser, entry way coat and shoe rack, mirrors (large circle and large rectangular), Living room couch, TV trays, Fireplace, Dog kennel, Stools (4), Dumbbells and other weights, floor vaccum, spot cleaner, water table and splash pads, child cars (red and yellow, tractor, motor car), washer, dryer, desks (2), book shelves (2) and books, Futon, Futon mattress, Garage TV, Master bed room set and mattress, Master room TV, Bathroom**

**organizer, Child crib/ bed, Child changing table, child toys and clothing**

**54. Benjamin J Levy will receive the following property:**

**a. BBQ, Ladders (all), Generator, SAFE, living room TV, Soundbar, blower and other power tools, shark vacuum, carpet cleaner, Guest bedroom set and mattress, Guest TV**

**55. This other property will be divided as follows:**

**Sparx (dog) will remain full time with Jade S LoPatriello Levy and go with child on all overnight visitation.**

## **Debts**

**56. 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.**

**Account Number: 7472**

**Institution Name: Discover Card**

**Address: N/A**

**Amount owed on debt (in US Dollars): \$6,000.00**

**Minimum Monthly Payment (in US Dollars): \$200.00**

**Owner: Benjamin Levy**

**Estimation Basis: Unsure of current amount, rough idea of current spending**

**The debt will be paid as follows: Benjamin J Levy will pay the entire debt.**

**Benjamin J Levy will provide a copy of the divorce decree to the lender.**

### **Installment Loan Debt**

**a.**

**Account Number: 4410**

**Institution Name: AFCU**

**Address: N/A**

**Amount owed on debt (in US Dollars): \$18,691.12**

**Minimum Monthly Payment (in US Dollars): \$570.00**

**Owner: Jade S LoPatriello Levy**

**The debt will be paid as follows: Jade S LoPatriello Levy will pay the entire debt. Jade S LoPatriello Levy will provide a copy of the divorce decree to the lender.**

b.

Account Number: **0664**

Institution Name: **AFCU**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$19,000.00**

Minimum Monthly Payment (in US Dollars): **\$565.00**

Owner: **Benjamin Levy**

Estimation Basis: **Compared to Jade's loan (got them at the same time for about the same amounts).**

The debt will be paid as follows: **Benjamin J Levy will pay the entire debt. Benjamin J Levy will provide a copy of the divorce decree to the lender.**

#### **Other Debt**

a.

Account Number: **4410**

Institution Name: **America First Credit Union (AFCU)**

Address: **P.O. Box 9199, Ogden, UT 84409**

Amount owed on debt (in US Dollars): **\$30,958.13**

Minimum Monthly Payment (in US Dollars): **\$336.91**

Owner: **Jade L LoPatriello Levy and Benjamin Levy**

The debt will be paid as follows: **Benjamin J Levy will pay the entire debt (until able to refinance into his name only and/ or sell the item, Wolfpup Travel Trailer) Jade S LoPatriello Levy will provide a copy of the divorce decree to the lender.**

#### **Real property**

57. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

#### **Alimony**

58. Neither party will pay alimony.

#### **Retirement money**

##### **Retirement money – retirement accounts**

59. 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).

60. If 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.

Account Number: **6928**

Plan Name: **401K, roth IRA**

Plan Administrator: **Unknown**

Company Name: **Utah Retirement Systems**

Address: **unknown**

Date Opened: **Nov 23, 2020**

Plan Value: **\$19990.42**

This plan is in the name of: **Jade S LoPatriello Levy**

Divide as follows: **The entire account should be awarded to Jade S LoPatriello Levy.**

b.

Account Number: **unkn**

Plan Name: **401k**

Plan Administrator: **unknown**

Company Name: **Loomis**

Address: **unknown**

Date Opened: **Sep 7, 2020**

Plan Value: **\$15000**

This plan is in the name of: **Benjamin J Levy**

Divide as follows: **The entire account should be awarded to Benjamin J Levy.**

### Additional provisions

61. The parties will adhere to the following additional provisions:

a.


**Additional Provision: RIGHT OF FIRST REFUSAL: Parent must offer to the other parent the chance to watch the child before hiring a babysitter or allowing another party (including family) to watch the child. SICK TIME: If child is sick and unable to go to school or other events, custodial parent will arrange for other childcare or stay home with the child. Right of First Refusal will apply. If child requires medical care, noncustodial parent will be invited to attend the appointment(s) in a timely manner. If child requires long-term medical care/ inpatient, both parents will be allowed to stay in the hospital at any time. All medical costs will be divided equally. HOME ENVIRONMENT: Child will be allowed (and provided) a calendar with all visitation listed and photo frame of other parent at each home. RELATIONSHIPS: Parent may not introduce a new partner to the child until at least 6 months of dating and**

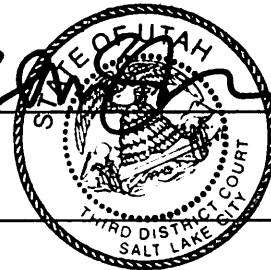
without first, introducing them to the other parent, without the child present. **ALCOHOL AND TOBACCO:** No excessive drinking and no smoking when the child is present. **MENTAL HEALTH SUPPORT:** Due to prior history of impulsive behaviors and decisions, both parents agree that prior to extended visitation and overnights taking place, both parents will ensure a working child WIFI monitor is set up in the child's room for both parents to access at any time the child will be present in that room. Both parents agree that Benjamin J Levy will not stay out later than 11:59pm the night before having the child and will not at any time during the weekend he has his child will drive for Uber or Lyft or attend events that otherwise will impair his ability to be awake and alert during his parent time. Both parents agree that no comments about the child being better off without them should be made to or around the child at anytime. **DEFAULT CLAUSE:** If one parent fails to follow the agreed upon plan then the other parent will document the concern in writing, and if it is not changed within a reasonable timeframe, then the offending party will need to initiate mediation to reevaluate/ reinstate orders at the full cost of the offending party. **DISPUTE RESOLUTION:** All parties will attend mediation before returning to court to handle disputes.

### Duty to sign documents

62. 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.

4/17/26  
Date \_\_\_\_\_ Signature ▶  \_\_\_\_\_  
Judge \_\_\_\_\_  
Signature ▶ \_\_\_\_\_  
Date \_\_\_\_\_  
Commissioner \_\_\_\_\_



Approved as to Form.

Other Party

 \_\_\_\_\_

Signature ►

Other Party Name Benjamin J Levy

### Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Benjamin J Levy**

Method of service: **Hand Delivery**

Address: **1181 E 7450 S, Sandy, UT 84093**

Date of Service: **Apr 10, 2026**

04/10/2026

Date

Signature ►

*Jade S Levy*

Printed  
Name

Jade S LoPatriello Levy