

The Order of the Court is stated below:

Dated: April 22, 2024
02:05:09 PM

/s/ JOANNA SAGERS
District Court Commissioner



Dated: April 24, 2024
09:59:07 AM

/s/ KENT HOLMBERG
District Court Judge



Sheri L. Throop (14499)
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Attorney for Petitioner

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In the District Court of Utah

Third Judicial District, Salt Lake County

In the matter of the marriage of
CHRISTAL LOPICCOLO
Petitioner,
and
BRYAN LOPICCOLO
Respondent.

**DECREE OF DIVORCE AND
JUDGMENT**

Civil No. 224903003

Judge Kent Holmberg

Commissioner Joanna Sagers

The above-entitled matter came before the Honorable Joanna Sagers for an Informal Trial on April 2, 2024. The Petitioner was represented by Sheri L. Throop. The Respondent was represented by Gregory Smith. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, hereby enters the following:

ORDERED, ADJUDGED AND DECREED:

1. Petitioner is hereby awarded a Decree of Divorce from the Respondent, such to become final upon signature and entry herein.

Information Relating to the Children of the Parties

2. There is one minor child born as issue of this marriage, to wit:

CLL born November 2013.

3. There are two older children born as issue of this marriage who are no longer minors.
4. There are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court pursuant to Utah R. Civ. P. 100.
5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 78B-13-101 *et seq.* in that Utah is the home state of the minor child at the time of commencement of this proceeding.

Child Custody and Parent-time

6. Both parties shall be awarded joint legal custody and joint physical custody of the minor child of the parties pursuant to the parenting plan below.

Parenting Plan

Custody Provisions

7. Custody and residency shall be exercised as the parties agree. If the parties do not agree, Father shall exercise parent-time in accordance with Utah Code Ann. § 30-3-35.1.
8. Each party shall be entitled to a two-week period of period of uninterrupted parent time. Notice shall be provided at least 30 days in advance of the uninterrupted parent-time. In the event the uninterrupted parent-time schedules conflict, Mother shall have priority in odd years, and Father shall have priority in even years.
9. Regardless of the above schedule, the holiday provisions contained in Utah Code Ann. § 30-3-35(2)(f) through -35(2)(g) will take priority over any other rights to custody or residency. These rights shall be interpreted using Utah Code Ann. § 30-3-35 in general, where it does not conflict with this parenting plan. For the purposes of this paragraph, Mother shall be considered the custodial parent, and this designation will not be changed, regardless of any change in custody. This is intended to make sure that the holiday schedule remains the same.
10. Unless otherwise provided in statute or by order, parent-time exchanges shall take place at 9 a.m. This is used primarily when school is not in session.

Decision-Making Authority and Future Disputes Provisions

11. Emergency decisions shall be made by the parent with physical custody of the child at the time of the emergency.
12. Disagreements about issues not covered by an applicable order or statute shall be discussed between the parties, and the reasonable best interests of the minor child will be the basis on which decisions are made at all times.
13. In the event that the parties are unable to agree regarding a decision, Petitioner shall be the presumptive final decision maker. However, Respondent may compel one session of mediation to try and address the issue. If mediation is unsuccessful, Respondent may seek review of the decision by the Court, by motion.

Additional Co-Parenting Provisions

14. The party gaining custody shall be responsible for transportation.
15. When school is not in session, exchanges shall occur curbside. The party transporting the child will drop the child off at the curb or other suitable position, and watch to make sure that the other parent is available to receive the child. The parent transporting shall not get out of the vehicle, and the parent receiving shall not leave the residence.

16. When transporting the child, each party will be at the appointed place at the time the parent is to receive the child, and have the child ready to be picked up at the appointed time and place, or have made reasonable alternate arrangements for the other parent to pick up the child. Unless otherwise agreed, exchanges will occur at a party's home.

17. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a child is participating or being honored, and the other parent shall be entitled to attend and participate fully.

18. Pursuant to Utah Code Ann § 30-3-36, for emergency purposes, whenever any child travels and will be away for more than 2 nights, all of the following will be provided to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the child or traveling parent can be reached; and
- d. the name and telephone number of an available third person who would be knowledgeable of the child's location.

19. Each parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

20. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change or knowledge of an impending change.
21. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
22. Special consideration shall be given by each parent trade time to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

*Notice and Parent-Time Responsibilities in the Event of the Relocation of
Either Party*

23. In the event that either party relocates, said party shall provide notice to the other party of the relocation as soon as practicable, but no less than 60 days prior to the relocation. If it is not possible to provide the full 60 day notice, notice shall be given as soon as is practicable.

24. The notice shall be written, or in another format easily presentable at a court hearing.

25. The notice shall state the following:

- a. Where the party is moving to;
- b. When the party will be relocating;
- c. The reason for the relocation;
- d. Whether or not the relocating party thinks that the current visitation plan will continue to be tenable; and
- e. If the notice was provided less than 60 days prior to the relocation, a statement as to why the notice could not have been provided in a timely manner.

26. The intent of this notice is to give both parties an opportunity to assess whether or not the change will require a modification of the current custody order.

27. In the event that a party relocates 150 miles or more from the residence of the other parent, the provisions of Utah Code Ann. § 30-3-37 are rebuttably presumed to be in the best interest of the minor child.

Mutual Restraining Order

28. The parties are mutually restrained from doing the following:

- a. The parties must not say or do anything that would tend to diminish the love and affection of the minor child for the other party.
- b. The parties must not harass or threaten each other or the minor child.
- c. The parties must not make disparaging remarks to one another or about one another in a child's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other, whether one believes it to be true or not.
- d. The parties must not speak with the child about litigation between the parties or the issues of this matter in any way, shape, or form.
- e. The parties must not attempt to influence a child's preference regarding custody or parent-time.
- f. The parties must not make parent-time arrangements through the child, or use the child as a messenger.
- g. When the children are under either party's care, that party has an affirmative duty to use their best efforts to prevent third parties from doing what the parties themselves are prohibited from doing under all of the aforementioned mutual restraints. In

the event that they are unsuccessful, that party must remove the child from the presence of those third parties.

- h. The parties must not post any stories, pictures, or statements about the other party on any website, blog, or social media site.

Miscellaneous Provisions

29. Prior to obtaining any affirmative relief regarding modification of custody or of the parenting plan, the parties will attempt to resolve the issues through mediation. This will not apply in an emergency.

The parties may file pleadings or other paperwork prior to mediation to frame the issues or otherwise protect potential rights, but no hearing will be scheduled, nor will affirmative relief be granted.

30. Any mediation required under the parenting plan will be scheduled with the mediator within 1 week of the mediation being requested in writing. The mediation will occur within 3 weeks of the request, unless the requesting party agrees otherwise. The parties will exchange a brief description of the issues to be discussed at mediation one week prior to mediation. The party requesting mediation may determine the mediator, and any fees shall be shared equally at the time of mediation.

31. The Court may review the allocation of costs and attorney fees if the Court determines that the right to request mediation is being

inappropriately used. Examples of inappropriate use include intention to harass or annoy, to use the financial consequence of mediation to inappropriately pressure the other party to reach an agreement, or choosing a mediator that is not financially compatible with the parties' financial capabilities.

32. Mediation may be waived if both parties agree in writing that none of the issues can be resolved in mediation.

End Parenting Plan

Provisions Relating to Support Payments

33. For purposes of child support, Petitioner is imputed at \$5000 per month.
34. For purposes of child support, Respondent is imputed at \$5417 per month.
35. Pursuant to Utah Code Ann. 78B-12-202 et seq. Respondent is ordered to pay child support to commence April 2024.
36. Base child support for the minor child of the parties is \$360 per month pursuant to the Uniform Child Support Guidelines.
37. As a result of the joint physical custody and pursuant to U.C.A. 78B-12-102(13) both parents shall contribute to the expenses of the child in addition to paying child support by maintaining sufficient clothing and personal items at the individual houses to meet the needs

of the kids while they are with the parent. Any necessary educational expenses shall be shared equally, with each party paying their portion directly to the educational institution. If the parties agree to enroll a child in an extracurricular activity in writing (email, text, etc), then they shall share the expense of the extracurricular activity. Consent will not be unreasonably withheld, but the finances and time constraints of the parties are always relevant considerations.

38. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. 62A-11 Parts 4 and 5 (1953 as amended). This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services.
39. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Respondent in addition to the base child support obligation.
40. Until such time that income withholding is commenced by the Office of Recovery Services, Respondent shall make child support payments directly to Petitioner.
41. Pursuant to Utah Code Ann. 30-3-10.5, all monthly payments of child support provided in the order or decree shall be due on the first day of each month, unless otherwise specified.

42. The issue of child support arrearages may be determined by further judicial or administrative determination. Arrearages relating to the parties' adult child NAL born 2004 will be factored into this determination even if the parties wait for the bankruptcy case to be resolved.

43. The child support obligation shall continue through the month that the child turns 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Unless otherwise terminated by a statutory factor, that month shall be the final child support payment.

44. Pursuant to Utah Code 78B-12-210(8), the parties have a right to adjust this child support order by motion after 3 years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not a of temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

45. Pursuant to Utah Code § 78B-12-210(7) and (9), either party has a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of a child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

Provisions Relating to Health Insurance

46. Pursuant to Utah Code Ann. 78B-12-212, if health insurance for the benefit of the minor child is available to either party, that party shall be required to maintain said insurance.

47. Both parties will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.
48. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties.
49. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services if applicable, upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.
50. A parent who incurs unreimbursed medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

51. A parent incurring unreimbursed medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the verification provisions above.

52. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

53. In the event that there are two insurance policies for the minor child, the policy with the lowest deductible will be the primary policy, unless the parties agree otherwise in writing.

Provisions Relating to Debts and Obligations

54. Each party will assume and pay, and hold the other harmless from liability on, all debts and obligations incurred by the parties in their own names.

Provisions Relating to Personal Property

55. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties shall be awarded said property as they have heretofore divided it.

Provisions Relating to Real Property

56. During the course of the marriage, the parties acquired a home

located at 5094 Valmont Way, Herriman, Utah 84096, more

particularly described as 32-12-253-105-0000

57. This property is currently subject to a bankruptcy case, case #

24-20375 in the United States Bankruptcy Court for the District of

Utah.

58. Counsel for Respondent will contact Respondent's bankruptcy

attorney and obtain the pertinent documents relating to the marital

home, and provide these documents to counsel for Petitioner.

59. When the bankruptcy case is concluded, or when the house is

available to be subject to the jurisdiction of the instant court, the

parties will divide the marital portion of the equity. If necessary,

either party may bring this matter before the court by motion.

Provisions Relating to Alimony

60. Neither party shall be awarded alimony.

Provisions Relating to Pension and Retirement Related Assets

61. If one or both parties have pension and/or profit sharing plans

or other retirement benefits through a party's place of employment,

the other party shall be awarded one-half of all benefits accrued

pursuant to such plans during the period of the parties' marriage from

the date of marriage until the date of the entry of the Decree of Divorce herein.

62. Should a Domestic Relations Order be required to divide such benefits, the parties will cooperate in disclosing information and will share the cost of having such orders prepared.

Tax Exemptions

63. The parties will alternate who claims the minor child as exemptions for the purposes of filing federal and state income tax returns, with Petitioner claiming the minor child for ODD tax years, and Respondent claiming the youngest child for EVEN tax years.

64. A noncustodial parent will not be entitled to claim any exemption for the purposes of filing federal and state income tax returns, unless the custodial parent agrees, if the noncustodial parent is delinquent in any child support obligation, pursuant to Utah Code Ann. § 78B-12-217. This includes reimbursable medical expenses.

Attorney's Fees

65. Each party will assume his/her own costs and attorney's fees incurred in prosecuting this action.

Other

66. For the purposes of the Soldiers' and Sailors' Civil Relief Act, 50 U.S.C. § 520, neither party is a member of the military.

67. Petitioner shall be restored the use of her former name, **CHRISTAL DAWN LECLAIR**, if she so desires.

68. The provisions of the Decree of Divorce shall be interpreted using the principles of good faith and fair dealing and principles of reasonableness as determined by the Court.

69. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

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

Approved as to form

/s/ Gregory Smith
Attorney for Respondent
(signed by Sheri L. Throop with
permission from Gregory Smith on April 8, 2024)

Certificate of Service

I certify that on April 2nd, 2024, I caused the forgoing Decree of Divorce and Judgment to be served on the individuals below by the method noted, in accordance with Utah R. Civ. P. 5:

Gregory Smith
gs@justiceinutahnow.co
m
Via Email

/s/Sheri L. Throop