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IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH
IN AND FOR DAVIS COUNTY, FARMINGTON DEPARTMENT

In the Matter of the Marriage of;	
ALISON D'ANGELO,	DECREE OF DIVORCE
Petitioner,	
and	CIVIL NO. 264700802
RICHARD D'ANGELO,	JUDGE: JOSEPH BEAN
Respondent.	COMMISSIONER: JULIE WINKLER

This matter came before this Honorable Court on Petitioner, Alison D'Angelo Verified Petition for Divorce for the Court to make *Findings of Fact and Conclusions of Law*; and with good cause appearing it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

JURISDICTION AND VENUE

1. The parties are actual and bona fide resident of Davis County, State of Utah for the 90 days preceding the filing of this action. See Utah Code §81-4-402(1)(a).

2. Utah is the home state of the minor children on the date of the commencement of the proceeding or was the home state of the children within six months before the commencement of the proceeding and the children are absent from this state but a parent or person acting as a parent continues to live in this state. A Court of another state does not have jurisdiction of the children or has declined jurisdiction. Substantial evidence is available in this state concerning the children's care, protection, training, and personal relationships. The children and the children's parents have a significant connection with the State of Utah other than mere physical presence. *See Utah Code Ann. §81-11-201.*

3. There are no other parties that are entitled to notice under the law of this state regarding child custody. *See Utah Code Ann. §81-11-205.*

4. The Petitioner and Respondent are husband and wife, having been married on June 26, 2021, in Davis County, Utah.

DIVORCE

1. The Parties are granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

CUSTODY AND PARENT-TIME

2. Children. These orders pertain to the following children: C.S.D. born 11/2017 and C.J.D born 11/2017.

3. Physical custody. The parties are awarded joint physical custody with Petitioner having 145 overnights and Respondent having 220 overnights.

4. Legal custody. The parties are awarded joint legal custody as outlined in the Parenting Plan section herein.

5. Parent-time. Petitioner's parent-time shall be on the following two-week rotating basis:

a. Week 1: Petitioner's parent-time shall begin Tuesday at 7:30 p.m. and end on Friday at 8:00 a.m. with Petitioner delivering the children to school when school is in session.

b. Week 2: Petitioner's parent-time shall begin Tuesday at 7:30 p.m. and ends on Thursday at 8:00 a.m. with Petitioner delivering the children to school when school is in session.

6. Holiday/extended parent-time. The parties are awarded holiday and extended parent-time as outlined in Utah Code Ann. § 81-9-303.

7. Transportation. The parties shall equally divide transportation. Each shall deliver and retrieve the children directly from school if in session. If school is not in session, then the receiving parent shall retrieve the children at the other's parties' residence unless agreed otherwise.

8. Relocation. A party moving more than 150 miles from the child's current primary residence shall comply with Utah's Relocation Statute.

PARENTING PLAN

The following parenting plan shall govern the parties:

9. Definitions:

i. **Adult issues:** Child related issues surrounding finances, parent-time, subjects beyond the child's maturity, changes to parenting responsibilities, any issue which child has no control over that will reasonably cause stress.

- ii. **Advance Notice:** 72 hours in advance of an actual event.
- iii. **Confer:** Actively seeking the opinion/advice of a co-parent and conveying any decision made as a result of said communication to a co-parent.
- iv. **Co-parent:** The other parent of the children.
- v. **Co-parenting:** Working together for the goal of raising the children to be the best, most well-adjusted, and happiest child possible, transitioning into the best, most well-adjusted, and happiest adult possible.
- vi. **Day-to-day decisions:** Any and all routine parental decisions that do not interfere with decisions designated “major” or “moderate.”
- vii. **Gate keeping:** When one parent controls the flow of information about the children. This can only occur when one parent does not have access to the source of information.
- viii. **Major decisions:** non-emergency surgery, long-term prescription medication, school/teacher selection, and other life-altering decisions.
- ix. **Moderate decisions:** Religious ordinances, emergency medical treatment, extra-curricular activities that affect a co-parent’s awarded time, haircuts, piercings and similar decisions.
- x. **Parent-time:** The actual time awarded to a parent to care for a child.
- xi. **Reply Notice:** 36 hours in advance of an actual event.

10. Restraining Orders:

- i. The parties shall not bother, harass, annoy or threaten each other.
- ii. The parties shall never use the children as a confidante or counselor on adult issues.

- iii. Any modifications of the parties' orders or parenting plan shall be written and signed by both parties.
- iv. The parties shall prevent anybody from disparaging the other Co-parent or other individual significantly bonded to the children. The parties shall control their own extended family and make sure that their conduct and behaviors are consistent with these terms.
- v. The parties shall prevent the children from having contact with Vincent D'Angelo, or Shawnie Coleman. The children shall only have contact with David Murray and Ashley Rhoades at the children's therapist's recommendation. Petitioner shall have full access to the therapist and the children's records. Petitioner is permitted to contact the therapist at will to discuss important life changes, updates, or occurrences regarding the children. The Petitioner is permitted to meet with the therapist to get necessary updates and notices of when contact with Ashley Rhodes and David Murry can resume.

11. Communication / Information:

- i. Communication about adult Issues shall occur between the parties only. This means that in the event that one or both of the parties remarries, the parties will continue to communicate with one another and not communicate instead through their new spouse or any other third party. In the event that communication with the children regarding adult Issues becomes necessary, it shall be done jointly as co-parents.
- ii. Communications between the parties shall be peaceful, civil, and non-abusive.

- iii. Communication with the children shall not disparage, harm or alienate the other party. Communication with the children shall positively reinforce the good qualities of the other co-parent.
- iv. The parties shall confer regarding Major Decisions and Moderate Decisions and utilize Advance Notice and Reply Notice.
- v. The parties shall create their own relationships with the children's teachers, doctors, coaches and friends. The parties shall freely exchange this information with each other.
- vi. The parties shall notify each other immediately in the event of a medical emergency. They shall notify their Co-parent when the children are ill and shall not utilize it as a means to interfere with parent-time. The parties are competent to care for the children during illness. The parties shall share details on medication for the children and any dosages necessary. The parties will administer properly prescribed medication as instructed.
- vii. The parties shall allow the children to have liberal phone/virtual contact with the other co-parent during reasonable hours. This shall not be abused by either parent.

12. Decision Making / Dispute

- i. With regard to major and moderate decisions, the parties shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, they will seek input from treating physicians/educators. The parties shall both be provided the input.

- ii. The parties shall attend one good faith session of mediation prior to bringing the issue before the Court.

13. Transportation, Travel, and Relocation

- i. The parties shall have the children ready and able to leave with the other Co-parent at the scheduled time for pick-up. The parties shall be considerate of each other by demonstrating routine timeliness. The parties shall make the transition quickly and without delay or drama.
- ii. If the parties travel with the child beyond 150 miles, they will give the other co-parent at least 14 days advance notice and provide them with a phone number and address for emergencies. When travelling with the child the parties will make reasonable efforts to facilitate communication with the other Co-parent. If the child requires a passport for travel the parties will both assist in obtaining the child's passport.
- iii. The parties shall provide the other Co-parent current contact information within 24 hours of any local change of address.

14. Activities and Special Events

- i. Both parties have the right to know about and attend all school, religious, and extracurricular activities of the children. The children shall continue to attend their current religious place of worship and activities.
- ii. The parties shall make reasonable efforts for the children to attend special family functions. The parties shall not abuse this privilege by making excessive requests or

unreasonably withholding permission, especially where the event is unalterable by a parent, such as weddings, funerals, family reunions, etc.

- iii. The parties can enroll the children in activities that do not require involvement of the other Co-parent. By doing so they recognize the other Co-parent will not be sharing the cost and understand that the activity and shall not interfere with their parent-time.
- iv. The parties shall discuss any proposed changes to the parent-time schedule with their Co-parent prior to talking with their children about any activity that they want them to be involved in.
- v. The parties shall help their children to complete any homework their children have received during their parent-time.
- vi. The parties shall make their children's activities comfortable and enjoyable for their child; their own needs are inferior.

15. Environment

- i. While caring for the children, the parties shall not consume any intoxicant or other substance to impairment.
- ii. The parties shall not smoke or vape in the presence of the child nor permit third parties
- iii. The children shall have their own rooms and beds for privacy.

16. Surrogate Care

- i. Parental care is better for the children than surrogate care.

- ii. If a party is unable to care for the children for more than a 3-hour period, because of a work-related obligation, then they shall offer the opportunity to the other Co-parent.
- iii. The party offered the opportunity to care for the children shall provide transportation.

17. Stepparent or Other Romantic Partners

- i. The parties shall ensure that any stepparent or other romantic party that they are introducing to the children does not overstep their limited role. They are not the children's parents. The role of a stepparent or other romantic partner is to support, not supplant, the other Co-parent.

18. Sanctions

- i. If the court finds either parties' actions to be dishonest, deceptive or frivolous, or in violation of the Court's Orders they shall be subject to sanctions and other corrective measures by the Court.
- ii. The parties shall routinely review every provision of this parenting plan.
- iii. Neither party shall claim ignorance of these provisions.

CHILD SUPPORT

- 19. Petitioner's gross monthly income is \$1257.
- 20. Respondent's gross monthly income is \$4255.
- 21. Child support from Petitioner to Respondent shall be \$60 per month based on a joint physical custody calculator with Petitioner having 145 overnights and Respondent having 220 overnights beginning September of 2026.

22. Each of the parties are obligated to pay ½ of the child’s extra-curricular activities agreed upon by the parties, school fees, school lunches, and other such similar costs and expenses that directly benefit the child. The reimbursement of costs and expenses shall be consistent with the terms outlined in the Health Insurance section below.

23. The child support is due ½ by the 5th and ½ by the 20th of each month. *See Utah Code §78B-12-112.*

24. The child support obligation shall continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child’s normal and expected year of graduation - whichever occurs later. Commencing the following month the parties shall automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child on the Officer of Recovery Services’ online child support calculator.

25. There shall be an automatic reduction in child support for extended parent-time unless the parties have joint custody. *See Utah Code § 78B-12-216.*

26. An order through the Office of Recovery Services authorizing Universal Withholding of Relief may be issued if the obligor becomes thirty days delinquent in the payment of child support. *See Utah Code § 62A-11-403.*

CHILDCARE

27. The parties shall equally share any out-of-pocket childcare costs.

28. If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon 1) presentation of reasonable but verifiable

proof of the out-of-pocket childcare expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.

29. The parent incurring the childcare expense shall provide written verification of the cost and identity of a provider to the other parent upon initial engagement of a provider. The custodial parent shall notify the other parent of any change in provider or expense within 30 calendar days of the change.

30. The parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

HEALTH INSURANCE

31. The parties shall maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment. See Utah Code Ann. § 78B-12-111.

32. Each party shall pay one-half of the minor child's portion of the medical, dental, and vision insurance premium.

i. This is calculated by dividing the insurance premium amount by the number of people covered under the policy and multiplying the result by the number of minor children.

ii. The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance carrier,

premium or benefits within 30 days from the date of the change and provide an annual updated medical card.

33. Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the child.

34. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within 30 days of payment. The other party shall reimburse their one-half within 30 days of receipt of the verification.

35. The party incurring 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 the party incurring the expenses fails to comply with this section.

36. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Petitioner shall be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums are offset and neither party shall pay a portion of the other party's premium—regardless of any disparity in the premium cost.

CHILD RELATED INCOME TAX DEDUCTIONS

37. That the Respondent is awarded the right to claim one child each year and Petitioner is awarded the right to claim the one child each year.

38. If the non-custodial parent is not current in their child support obligation the tax exemption shall automatically revert to the custodial parent. If the custodial parent believes the non-custodial parent is not current in their child support obligation, then they shall send a written notice of delinquency to the custodial parent by no later than December 5. The notice shall state a) that the non-custodial parent is delinquent; b) the amount of the delinquency with a brief description of how determined; c) that if not cured by December 31 then the custodial parent is entitled and intends to claim any minor child that would have been awarded the non-custodial parent. This shall be presumed to be sufficient if the matter is brought before the Court for a later determination of delinquency.

39. That upon reasonable advance notice and request - each party shall provide the other party a signed Internal Revenue Service 8332 form or any other necessary forms for any year where the other party is awarded the child for tax purposes.

REAL PROPERTY

40. The parties have no real property or home.

PERSONAL PROPERTY

41. Respondent is awarded the personal property currently in his possession including the Nissan Sentra.

42. Petitioner is awarded the personal property in her possession. In addition, she is awarded the Jeep Liberty and Dodge Caravan. The parties shall remove Respondent from

the title of the Dodge Caravan within 30 days. Petitioner is also awarded the containers of beans and rice, and her windchimes.

43. Petitioner shall return Respondent's mother's handicap placard within 30 days.

BANK ACCOUNTS

44. The Respondent is awarded the bank accounts other financial assets currently under his name and control.

45. The Petitioner is awarded the bank accounts or other financial assets currently under her name and control.

DEBTS

46. That the parties shall pay any and all debts incurred in their individual name since the parties' separation.

47. The AFCU credit card with a current balance of \$1,423.71 shall be equally divided between the parties and paid today, the date of the parties' signatures below. Petitioner shall pay her half first and verify payment to Richard and then Richard will pay off the second half. The card shall be immediately closed and neither party shall make any other charges on the card.

48. That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.

49. The payment of the debts set forth above is non-dischargeable in bankruptcy, solely as to the indemnification of the other party.

INSURANCE

50. Petitioner and her children shall be removed from Respondent's health insurance upon entry of the Decree of Divorce.

51. Petitioner shall remain on the Respondent's vehicle insurance until October of 2026.

No uninsured persons shall drive Petitioner's vehicles while on Respondent's insurance.

RETIREMENT BENEFITS

52. The parties shall each be awarded their own retirement.

ALIMONY

53. That no alimony is awarded to either party whether past, present, or future.

MAIDEN NAME

54. That Petitioner is restored to her maiden name, if she so desires.

ATTORNEYS FEES:

55. Each of the parties shall pay their own attorney fees and court costs

56. If either party defaults in his or her obligation hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

BENEFICIARY DESIGNATION

57. That any life insurance, stock, bond, title, retirement, investment, or other governing instrument, wherein the parties are listed as a beneficiary or shall receive benefit, such designation is hereby revoked. The parties shall not receive a beneficial interest in any of the foregoing. See Utah Code Ann. § 75-2-804(2).

TRANSFER OF PROPERTY/NOTICE TO CREDITORS

58. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.

59. Each party shall immediately notify their respective creditors of these terms; the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.

60. Unless otherwise agreed the foregoing shall be completed within 60 days of the entry of the Decree of Divorce.

DECLARATION OF VOLUNTARINESS

60. The parties agree that this agreement represents a complete and total settlement of all claims in the above-captioned matter.

61. The parties affirm that through their respective signatures below, they attest and affirm that they have read and understood the terms of this agreement.

62. The parties affirm that they are entering this agreement voluntarily and that it is not being signed under duress, pressure, or promise that is outside of the terms of this agreement.

63. The parties affirm that this is a full and complete agreement and that the terms and conditions are binding upon them.

64. The parties enter into this Stipulation freely and voluntarily and with the intent to be bound hereby.

65. Each party understands this action affects their legal interest. Each party enters into this Stipulation after being fully advised by legal counsel or after each party acknowledges that they have had an opportunity to consult with legal counsel prior to the execution of this Stipulation, if desired. Both parties declare that they are fully satisfied with the representation and counseling of their counsel; that the fee charged by the attorney is fair, reasonable, and not excessive; and the attorney's fees that each party is responsible for shall be paid pursuant to their individual agreement with their own lawyer.

66. Each party acknowledges that this Stipulation is a legally binding agreement and is entered into by the parties in anticipation that the Court should approve this Stipulation and enter an Order in accordance with the terms of this document.

67. Each party acknowledges that this is the final and only agreement between them, and no other representation, oral or in writing, should be binding upon them unless it is contained in an express written agreement, presented to and ordered by this Court.

68. Each party believes this is a fair agreement and not the result of any fraud, duress or undue influence exercised by the other party. Each party acknowledges and makes this agreement contingent upon the belief both parties have made full disclosure of any debts, assets and accounts that would affect the other's rights or obligations.

69. Each party agrees and acknowledges that this Stipulation should be construed as if all parties had jointly prepared this Stipulation and it should be deemed their joint work product, and each and every provision of this Stipulation should be construed as though all the parties hereto participated equally in the drafting hereof; and any uncertainty or

ambiguity should not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party should not be applicable.

70. Each party agrees and consents to the personal jurisdiction of this Court and agrees that judgment may be entered without further notice in accordance with the terms of this Stipulation.

71. If any provision of this Stipulation or the application thereof is held invalid, the invalidity should not affect other provisions or applications of the Stipulation which can be given effect without the invalid provisions or applications and to this end the provisions of this Stipulation are declared to be severable.

*****THIS DECREE OF DIVORCE WILL BECOME EFFECTIVE UPON THE
COURT'S ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP
OF PAGE ONE*****

Approved as to form and content

/s/ Robert Hanks*

Robert Hanks, Attorney for Respondent

*Signed with permission via email

Respectfully Submitted,

ASCENT LAW, LLC

/s/ Hannah L. Gates

Hannah L. Gates

Attorney for Alison D'Angelo.

Permitted practice in Utah. Authorized from June 25, 2026, to December 25, 2027, under Rule 14-809 of the Rules Governing the Utah State Bar.
Supervised by Ryan Simpson, a member of the Utah State Bar.

CERTIFICATE OF SERVICE

On the 14th day of August 2026, I hereby certify that I caused the foregoing to be filed with the above-entitled Court and caused to be served a true and correct copy of the same on each of the following person(s) via the following method(s):

Robert Hanks
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() Hand Delivery
() Overnight courier ()
() Email

ASCENT LAW, LLC

/s/ Hannah L. Gates

Hannah L. Gates
Attorney for Alison Malan D'Angelo

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