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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of ANGELISA DEGROOT, Petitioner, and ALBERT SAMUEL DEGROOT, Respondent.	DECREE OF DIVORCE CIVIL NO. 244906510 JUDGE: Robert Faust COMM.: Kim M. Luhn
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The parties in this case participated in and reached a settlement on all issues in mediation on January 13, 2026. Immediately following mediation, the parties attended a pretrial conference before Commissioner Kim M. Luhn. The settlement agreement was read into the record, accepted and agreed to by the parties and approved by the Commissioner, the terms of which are incorporated herein.

Based upon the foregoing, the pleadings on file herein, and the Court having made and entered written findings of fact and conclusions of law, including the terms of the petition for divorce and for good cause appearing

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as

follows:

1. **Residency**: Petitioner is a bona fide resident of Salt Lake County, state of Utah, and has been for three (3) months immediately prior to the filing of this action.

2. **Marriage**: The parties married on September 28, 2013, in Salt Lake County, Utah.

3. **Grounds**: The parties are awarded a decree of divorce on the mutual grounds of irreconcilable differences.

4. **Children**: The parties have two minor children born of the parties' marriage, K.R.D, born June 2017, and S.L.D, born January 2022 (The children are referred to herein as the "minor children" or "children").

5. **Legal Custody & Parenting Plan**: Both parties are awarded joint legal custody of the minor children in accordance with the provisions of Utah Code Ann. Section 81-9-203, *et seq.*

The parties will keep each other informed of the activities, events, and appointments in the children's life. Both parties should be entitled to direct access to all of the children's records without limitation and both will be listed as parents and basic contact information provided with all third parties who interact with the children (medical, school, therapeutic, religious, etc.).

a. **Day-To-Day Decisions**: Each parent should make decisions regarding the day-to-day care and control of the minor children while the minor children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of the minor children.

Both parents should have full access to school, day care, medical and other records of the minor children.

Both parents should have equal and independent authority to confer with the minor children's school and other programs with regard to the children's educational, emotional, and

social progress.

b. Major Decisions: It is anticipated that parental decisions will be required for major decisions in raising the minor children, including, but not limited to:

- i. Medical
- ii. Dental
- iii. Psychological treatment or counseling
- iv. Religious
- v. Education
- vi. Childcare

When these issues arise, the parents should address the issues. Each parent should give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from the treating physicians or educators. Both parents should be provided with such input.

If the parents cannot agree after making a good faith effort to come to an agreed upon decision on those listed above, they shall follow the dispute resolution procedure below.

c. Dispute Resolution.

No dispute under this Parenting Plan should be presented to the court without a good faith attempt by both parents to resolve the issue the use of the following:

- a. Counselling;
- b. Mediation or arbitration by a specified individual or agency: or by
- c. Court action.

This requirement should apply to any attempt by either party to clarify or modify the

terms and conditions of this Parenting Plan, or to break an impasse on a specific major decision enumerated above.

These requirements for above do not apply to emergencies that necessitate ex parte orders to protect the minor children.

The cost for counselling, mediation should be equally divided, unless the parties agree or the court orders otherwise.

If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent.

d. School: The minor children should continue to attend their current schools and the appropriate feeder schools. If, in the future, the parties disagree on the new school registration, they should use the dispute resolution procedures outlined herein.

e. Special Events and School: The parents should notify each other of any special events involving the minor children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible. For any event that is not posted online, each party should notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties should be entitled to attend and participate fully. The parties should share passwords for any school website so each can access events and schoolwork online.

f. Communication with Parent: All contact and communication between the parties should be primarily, text message and shall be civil in nature. Medical emergencies should be

communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

g. Communication with Children: Telephone, Skype, Facetime, texting and other forms of electronic communication and contact between the parties and the minor children should be at reasonable hours and for a reasonable duration. If the minor children are not available when a parent calls, then the party with parent time will initiate or have the minor children initiate return contact as soon as possible, but not later than 24 hours. The minor children may initiate contact with either parent at any reasonable times and durations, so long as such communication is not unduly disruptive to the other parent's parent time. Either parent may make reasonable house rules regarding electronics in his or her home and during his or her parent time.

h. Travel: When the minor children are traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time should notify the other parent in advance of the travel with the following information: (a) an itinerary of travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the minor children's location.

6. **Physical Custody:**

a. The parties are awarded joint physical custody of the minor children with Petitioner being awarded primary custody and her residence should be the minor children's primary residence.

b. Temporary Parent Time: Until both this decree of divorce is entered and the conditions set forth in subparagraph 6 d. below are met, Respondent shall have unsupervised parent time

with the minor children two evenings each week from 5:00 p.m. to 8:00 p.m. and every other weekend, Saturday from 9:00 a.m. until 9:00 p.m. and Sunday from 9:00 a.m. until 5:00 p.m.

c. Upon the occurrence of the conditions set forth subparagraph 6 d. below, Respondent's custodial parent time with the minor children shall be unsupervised and in accordance with the optional parent time schedule set forth in Utah Code Ann. Section 81-9-303, amounting to 145 overnights each year. Each party shall share holidays in accordance with Utah Code Ann. Section 81-9-303 (15) with Respondent having the holiday schedule under the designation in name only as the "non-custodial parent" and Petitioner having the holiday schedule under the designation in name only as the "custodial parent."

Respondent's midweek custodial time with the minor children shall commence at 4:00 p.m. and conclude at 4:00 p.m. the following day. Respondent is responsible to transport and drop off the children to school the following morning, if school is in session. For weekend custodial time, Respondent shall commence his custodial time at 4:00 p.m. on Friday and his time shall conclude at 4:00 p.m. the following Monday. Respondent is responsible to transport and drop off the children to school on Monday morning.

d. Respondent's custodial time with the minor children under Utah Code Ann. Section 81-9-303 as set forth in subparagraph 6 c. above is conditioned upon the following:

i. Respondent must have an independent residence located in Salt Lake County, Utah and his residence shall have a least two bedrooms. The bedroom for the minor children shall be separate from his room and shall have at least two beds.

7. **Transportation**: The parties should share transportation of the minor children, equally as the parties may hereafter agree. If the parties are unable to agree, the receiving parent who is

beginning parent time will pick up the minor children curbside at the residence of the other. A stepparent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the sending parent and the child are aware of the identity of the individual.

8. **Relocation:** If a party intends to relocate the minor child more than 150 miles or more from the residence of the other parent, that party should be ordered to comply with the notice of relocation statute, Utah Code Ann. Section 81-9-209.

9. **Child Support:** A child support order should be entered, consistent with Utah Code Ann. Section 81-6-101, et. seq. Petitioner is employed and earns \$3,446 per month gross income. Respondent is employed or has the ability to earn \$2,470 per month gross income. Based thereon and in accordance with the Utah child support guidelines, and the Court's award of custody, Respondent is ordered to pay to Petitioner the sum of \$304 per month as and for child support for the parties' two minor children, commencing with the month of January, 2026.

Commencing with February, 2026 child support is due one-half by the 5th and one-half by the 20th of each month. When a child becomes 18 years old or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with [Title 80, Chapter 7, Emancipation](#), the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

The base child support award shall be:

(a) reduced by 50% for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time; or

(b) 25% for each child for time periods during which the child is with the noncustodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time.

(a) A parent, legal guardian, or the office may at any time petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this Subsection (9).

(b) For purposes of this child support modification, a substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; or
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(c) Upon receiving a petition to adjust child support, the court shall, take into account the best interests of the child:

- (i) determine whether a substantial change has occurred;

- (ii) if a substantial change has occurred, determine whether the change results in a difference of 15% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines; and
- (iii) adjust the payor's ordered support amount to that which is provided for in the guidelines if:
 - (A) there is a difference of 15% or more; and
 - (B) the difference is not of a temporary nature.

Petitioner has waived any claim for child support arrearages and therefore the court makes no orders for such.

10. **Child Care and Sitter:** The Court hereby makes orders regarding child care expenses pursuant to Utah Code Ann. Sections 81-6-209 to include that each party is ordered to pay one-half of the out-of-pocket work-related child-care expenses incurred by a party.

Each party shall have a right of first refusal to care for a child, or children, when the other party is in need of a surrogate, or “baby sitter” care for more than one hour for the children on weekends or weekday evenings, that is not the work-related child care. If a party exercises his or her right of first refusal, that party shall provide all the transportation for that purpose.

11. **Health Insurance and Medical Expenses.**

1. Petitioner is currently enrolled in and maintains a policy of healthcare insurance, for the minor children for the year 2026.

2. Respondent shall have the right to purchase a policy of healthcare insurance for the minor children to replace the coverage Petitioner is maintaining. In order to replace the current policy maintained by Petitioner, the insurance he purchases must be:

a. at least equal in coverages, (medical, dental, vision, etc.) to the healthcare policy coverage being maintained by Petitioner.

b. at least equal in annual deductible, co-insurance and out of pocket requirements to the healthcare policy being maintained by Petitioner.

c. has a premium that is less expensive than the healthcare policy being maintained by Petitioner.

3. The court hereby makes orders for maintenance of health insurance and payment of medical expenses of the minor children, pursuant to Utah Code Ann. Section 81-6-208. It is ordered that:

a. Until such time as Respondent obtains health insurance coverage for the minor children that meets the conditions above, Petitioner is ordered to continue to maintain the current health insurance policy for the minor children. Upon Respondent obtaining that health insurance policy, Petitioner is entitled to terminate the policy she maintains.

b. Both parties are ordered to share equally in the payment of the out-of-pocket costs of the premiums actually paid by the parties for the minor children's portion of the health insurance premium, as well as all reasonable and necessary uninsured medical expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

c. A parent who incurs medical expenses for a minor child shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

d. The parent 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 that parent fails to comply with the foregoing provisions.

e. the parent to whom written verification is provided should 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.

12. **Extracurricular Activities and School Expenses.** Each party is ordered to pay one-half of the school registration fees and required expenses of the minor children. Each party is also responsible to pay one-half of the agreed upon extra-curricular expenses of the minor children. The party incurring the agreed upon school, or extracurricular activity out-of-pocket cost should submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of the other receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

13. **Alimony:** Both parties are able to support themselves independent of the other and therefore neither party is ordered to pay alimony to the other.

14. **Real Property:** The parties have not acquired any real property during the marriage and therefore the court need not make orders regarding real property. Petitioner should be awarded exclusive possession of the home located at 3140 South Patrick Drive Magna, Utah 84044. Respondent is not awarded any interest in the home.

15. **Vehicles**: Petitioner is awarded the awarded the 2011 Chevrolet Impala. Respondent is awarded the Nissan Altima. Neither vehicle has any loan against it.

16. **Debts**. Petitioner is ordered to assume and pay any and all debts in her name and Respondent is ordered to assume and pay any debts in his name. Each party shall assume and pay their debts and hold the other party harmless therefrom.

17. **Personal Property**: Respondent is awarded the 3 cast iron pans, 3 chef knives and barbeque grill, as well as his clothing and personal memorabilia located in the home where Petitioner resides. All other personal property, including household furniture, kitchen items, food storage, yard tools and equipment is awarded to Petitioner.

18. **Dogs**. Petitioner is awarded the dogs “Azzie” and “Hominy”. Respondent is awarded the dog “Grimace”, provided, however, should for any reason, Respondent no longer desires to take care of, or have Grimace, then he should give Petitioner the first option, before any person, or shelter, to have Grimace. Respondent shall initially have “parent time” with Grimace until he feels Grimace is comfortable staying with him permanently. The parties shall execute any registrations to carry out the provisions of this paragraph.

19. **Retirement and Investment Accounts**: There are no stock, retirement, 401(k), pension, IRA, annuities, retirement savings, bonds or investment accounts accrued by the parties.

20. **Bank Accounts**: Petitioner is awarded all bank accounts and sums in those accounts in her name and Respondent is awarded the bank accounts and all sums in those accounts in her name.

21. **Tax Exemptions**: Petitioner is entitled to claim the minor children for the tax year 2025 for all applicable credits and exemptions. Beginning with the 2026 tax year, Petitioner is

entitled to claim the minor child S.L.D. each year and Respondent is entitled to claim the minor child K.R.D. each year for all applicable credits and exemptions with the terms of Utah Code Ann. Section 81-6-210 to apply. At such time when S.L.D. can no longer be claimed, the parties shall alternate claiming K.R.D. until she can longer be claimed.

22. **Attorney's Fees**: Respondent should be ordered to pay Petitioner's attorney fees and costs in this matter.

23. **Protective Order**: Petitioner shall amend her protective order against Respondent in the above court to allow for and be consistent with the terms of the parties' custody provisions herein.

24. **Cooperation**: Each party should be ordered to cooperate with the other, through counsel or otherwise, to effect changes in titles to property ordered to divided, to change the names and responsibilities for payment upon the charge accounts and other debts ordered to be paid by them, and to cooperate in each and every other way necessary or proper to insure that the Decree of Divorce to be entered is carried out in every detail.

END OF DECREE OF DIVORCE

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-righthand corner of the first page of this Order along with the court's seal and the date and time the Order was executed.

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of January, 2026 I caused to be emailed the foregoing
Decree of Divorce, to the following:

Albert Samuel DeGroot
3018 South Breeze Drive
Magna, Utah 84044
platnimpunk@gmail.com
Respondent

/s/Alan R. Stewart