

The Order of the Court is stated below:

Dated: September 10, 2024 /s/ AMBER M. METTLER
10:55:37 AM District Court Judge



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*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

In the matter of the marriage of
HALEY LYNNE FREEMAN,
Petitioner,
and
COLTON JEREMY FREEMAN,
Respondent.

DECREE OF DIVORCE

Case No: 244904435
Judge: Amber M. Mettler
Commissioner: Joanna Sagers

The Petitioner, Haley Lynne Freeman, and the Respondent, Colton Jeremy Freeman, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There was one minor child born or adopted between the parties, to wit: Z.C.F. (DOB 05/10/2022).
2. The parties are awarded joint legal custody of the minor child. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor child. Parent-time with the minor child shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, then they shall follow the parent time schedule as outlined in UCA §30-3-35.1 with Tuesday designated as the mid-week overnight.
4. From now until the summer of 2027 parties shall follow their normal rotating parent-time schedule for summertime. Beginning the summer of 2028 each parent shall be entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor children are free from school. The parents will notify each other by April 15th of each year of the time period he/she will be exercising his/her uninterrupted parent-time. Petitioner will have first option of uninterrupted time period in calendar years ending in an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number. The summer parent-time cannot interfere with the other parent's holiday. If the parent designated to first choose the 2-week period for

the year fails to choose by April 15th, the non-designated parent may designate when the 2-week period will occur.

5. In addition, holiday parent-time shall be as the parties agree. If unable to agree then the parties shall follow the holiday parent-time schedule set forth in UCA §30-3-35.1 and as follows with the Respondent identified as the non-custodial parent for holiday purposes only.

| Holiday | Holiday Time Period | Non-Custodial Parent | Custodial Parent |
|--------------------------------|---|----------------------|------------------|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following MLK day; or (b) at 8 a.m. on the day following MLK day if there is no school. | Odd Years | Even Years |
| President's Day | (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering of the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school. | Even Years | Odd Years |
| Spring Break | (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering of the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school. | Odd Years | Even Years |
| Memorial Day | (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; | Even Years | Odd Years |

| | | | |
|--|--|------------------------|------------------------|
| | <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering of the child to school on the day following Memorial Day; or</p> <p>(b) at 8 a.m. on the day following Memorial Day if there is no school.</p> | | |
| Mother's Day | <p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p> | Every year with Mother | Every year with Mother |
| Father's Day | <p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p> | Every year with Father | Every year with Father |
| Juneteenth National Freedom Day (JNFD) | <p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day before JNFD if the day before JNFD is not Father's Day; or</p> <p>(b) 9 a.m. on JNFD if the day before JNFD is Father's Day</p> <p>(2) Holiday ends at 6 p.m. on the day following JNFD.</p> | Even Years | Odd Years |
| Independence Day | <p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p> | Odd Years | Even Years |
| Pioneer Day | <p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p> | Even Years | Odd Years |
| Labor Day | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering of the child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p> | Odd Years | Even Years |
| Columbus Day | <p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p> <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p> | Even Years | Odd Years |
| Fall Break | <p>(1) Holiday begins at 6 p.m. on the day that school dismisses for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering of the child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p> | Odd Years | Even Years |

| | | | |
|---|--|------------|------------|
| Halloween | (1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community; (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins. | Even Years | Odd Years |
| Veterans Day | (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day. | Odd Years | Even Years |
| Thanksgiving | (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school. | Even Years | Odd Years |
| Winter Break (First Half) | (1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 pm. | Odd Years | Even Years |
| Winter Break (Second Half) | (1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break. | Even Years | Odd Years |
| Day of Child's Birthday | (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. | 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. | Odd Years | Even Years |

6. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.

7. In the event either party moves 50 miles or more away from the other parent then they shall revisit the issue of parent-time and custody.

CHILD SUPPORT

8. Petitioner is currently employed and has a gross monthly income of \$5,540.00 for the purposes of calculating child support.

9. Respondent is currently employed and has a gross monthly income of \$10,083.00 for the purposes of calculating child support.

10. The joint custody worksheet shall be used with the Petitioner's income set at \$5,540.00 with 220 overnights and the Respondent's income set at \$10,083.00 with 145 overnights.

11. Pursuant to U.C.A. § 78B-12-101 et seq. (2008) a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$641.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child become 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child

is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obligee.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §§ 78B-12-210(8), the parties have a right to adjust this child support order by motion after three 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 of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §§ 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (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, and, the change in (i) through (vi) results 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 is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

12. Pursuant to U.C.A. § 78B-12-212 (2008) as amended:
 - a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor child where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan by both parents, the Petitioner's

insurance shall be considered primary coverage and the Respondent's shall be considered secondary.

b. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance.

c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

e. A 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 provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

13. Pursuant to U.C.A. § 78B-12-214 (2008) both parties shall share equally the reasonable work and education related childcare expenses of the parents.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A 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 these provisions.

CHILD RELATED EXPENSES

14. The parties shall share equally the costs associated with the minor child's agreed upon extra-curricular activities and school related fees and costs. Agreements for all activities shall be made in writing. Both parties should pay their one-half share directly to the provider, school or program for and on behalf of the child. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

15. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes with the Petitioner claiming Z.C.F. in odd years and Respondent claiming Z.C.F. in even years.

16. For the Respondent to claim a minor child, he must be current on all his child support expenses prior to the end of the tax year.

PERSONAL PROPERTY

17. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

18. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.

19. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

20. Petitioner shall be awarded the 2014 Mazda CX5.

21. Respondent shall be awarded the 2006 Mercedes Benz E350 and 2004 Dodge Ram 2500.

22. The 2021 Keystone Bullet shall be sold and proceeds divided equally between the parties.

23. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith.

The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.

REAL PROPERTY

24. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

- a. Home located at 566 N. Marion St., Salt Lake City, UT 84116

25. The real property shall be awarded to Respondent subject to Petitioner's claim to a portion of the equity as outlined below.

26. Respondent shall either refinance or assume the mortgage loan by February 1, 2025. Based on an appraised value of \$475,000 (as determined by the appraisal done at the time of refinance), Respondent shall pay Petitioner \$43,440 as her portion of the home equity and marital estate (includes reimbursement for Petitioner's Momnt loan ending 4174 for monthly payments paid by Respondent from April to August 2024, and 50% of the NC retirement account owed to Respondent). If the home appraises for more or less than \$475,000 the gain or loss shall be divided equally between the parties with Petitioner's portion added or subtracted from her portion of the equity as outlined above.

27. If Respondent is unable or does not refinance or assume the home loan by February 1, 2025, then the home shall be placed for sale by March 1, 2025. Upon sale of the home, proceeds shall be divided as follows:

- a. First, all costs associated with the sale of the home shall be paid.
- b. Second, the following loans shall be paid:

- i. Momnt loan, acct ending 5071
- ii. Momnt loan, acct ending 4174
- iii. Solar loan, acct ending 5223

c. Finally, any remaining equity shall then be divided equally between the parties except as outlined below:

- i. From Petitioner's $\frac{1}{2}$ share of the equity, Respondent shall receive \$4,650 for his $\frac{1}{2}$ share of the NC retirement account. Respondent shall also be reimbursed for payments he made to the Momnt loan ending 4174 from April 2024 to when loan is paid in full from equity as outlined above.

28. So long as the home mortgage loan is in both parties' names, Respondent shall cover any costs, repairs, maintenance, and mortgages for this piece of real property. Respondent shall also be responsible for the monthly payments of both Momnt loans and the solar loan.

29. If the home is sold, parties shall follow recommendations of the realtor as to repairs needed in order to sell the home. Any costs of these recommended repairs shall be divided equally between the parties.

30. If there are any debts or obligations associated with these assets, the party awarded the asset shall assume all liability and financial responsibility associated therewith.

31. Once the properties have been divided and awarded, the parties shall sign any quit claim deeds or any other documents necessary to transfer title or ownership of the property.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

32. Parties shall be awarded all bank accounts in their own names, free and clear of any claim by the other party.

33. Parties shall be awarded all retirement, pension, investment and or other accounts in their own names, free and clear of any claim by the other party.

34. Reimbursement check from the renovation company shall be divided equally between the parties.

DEBTS AND OBLIGATIONS

35. During the course of the marriage the parties incurred certain marital debt. These debts shall be divided as set forth below

| Debt Description | Petitioner's Responsibility | Respondent's Responsibility | Other |
|----------------------------------|------------------------------------|------------------------------------|--|
| Bank of America card ending 1940 | | 100% | |
| Momnt loan, acct ending 5171 | | 100% | If the home is sold, this loan shall be paid in full with proceeds from the sale as outlined above |
| Momnt loan, acct ending 4174 | | 100% | If the home is sold, this loan shall be paid in full with proceeds from the sale as outlined above |
| Solar loan, acct ending 5223 | | 100% | If the home is sold, this |

| | | | |
|----------------------------------|------|--|--|
| | | | loan shall be paid in full with proceeds from the sale as outlined above |
| Bank of America card ending 7924 | 100% | | |

36. Pursuant to Utah Code Ann. §§ 15-4-6.5, 30-2-5 and 30-3-5(1)(c)(1953 as amended), the parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

37. Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the Decree of Divorce to each creditor he or she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party
- c. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for the payment on the party who is not required to pay the debt.

ALIMONY

38. Both parties waive any claim to spousal support from the other, now or forever.

TAX RETURN

39. The parties shall file taxes for the 2024 tax year as each deem appropriate.

ATTORNEY'S FEES

40. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

41. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

42. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

43. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

44. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."

45. Each party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree

hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

46. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

47. Petitioner may be restored to her maiden name of Galimore if she so desires.

FREEMAN and FREEMAN
JOINT CUSTODY PARENTING PLAN

Each parent has a loving and valuable relationship with the child and shall work together cooperatively with regard to the child's physical care and financial and emotional support. The parents shall adhere to the following parenting plan provisions:

1. The parties shall make reasonable efforts to be effective co-parents. Each parent shall focus on the needs and interests of the child. Each parent shall give the child the opportunity to have a meaningful relationship with both parents.
2. The parties believe civil communication is essential for an effective parenting relationship. The parties shall take steps to adopt procedures to ensure that they communicate in a civil manner. Except for time sensitive matters and in the event of an emergency, the parties shall communicate primarily through text or email. The parties

shall be civil in all communication; name calling shall never be considered civil communication.

3. The parties recognize the importance of the child spending quality time with both parents and shall cooperate with each other and adjust the time-sharing arrangement when changes may be appropriate due to the travel or other commitments of the parties.

4. The parents shall reasonably share information regarding school, social, and other areas of the child's life that could assist both parents in making the best decisions for them. If information is available through websites, email list, etc., each party shall obtain the information directly from these sources.

5. Both parents shall have direct access to all school, medical, and other child-related information and shall be notified immediately by the other parent in the event of a medical emergency. Each parent shall notify the other parent if they are taking a minor child to the doctor. Further, each parent shall both permit and encourage communication by the other parent with all doctors, clinics, school nurses, counselors, and other healthcare providers regarding the health and welfare of the child. Both parents shall have reasonable access during the treatment or care of the minor child. Both parties shall provide written authority to the other party to ensure both parties have any and all access to medical, dental, counseling, physiological, and psychological information, diagnoses, and prognoses.

6. Each parent shall be allowed to fully participate in the child's activities, including church functions, athletics events, recitals, school programs, etc.

7. When traveling with the minor child, the parties shall give all information required by Utah Code § 30-3-36 including the following: 1) an itinerary of travel dates; 2) destinations; 3) places where the child or traveling parent can be reached; and, 4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

8. The parents shall mutually decide the significant decisions regarding the child, including but not limited to, the child's education, health care, and religious upbringing. The parties shall confer to make joint decisions regarding the minor child's education, day-care, medical care, dental care, orthodontics, counseling, religious upbringing, extracurricular activities, and other major parenting decisions. In discharging this obligation, the parents shall use the following decision-making procedure: 1) Identify the issues; 2) Develop possible solutions; 3) Choose the most sensible solution that considers the needs of everyone involved.

9. If the parties cannot mutually agree on major decisions including but not limited to the minor child's education, day-care, medical care, dental care, orthodontics, counseling, religious upbringing, extracurricular activities, the parties shall attend mediation with a mutually agreed upon mediator with each party to pay their own mediation fees. Should the parties be unable to agree upon a mediator or mediation service, the party requesting mediation will arrange for mediation through Utah Dispute Resolution. A written record shall be prepared of any agreement reached in mediation and a copy provided to each party. If the parties cannot reach a decision in mediation, the parties may present the matter for decision to the Court. No dispute may be presented to

the Court in this matter without a good faith attempt by both parties to resolve the issue through mediation. If the Court finds that a party has used or frustrated the dispute resolution process without good reason, then that party shall be responsible for all attorney's fees, court costs and mediation fees.

10. The parent with whom the child is residing at the time will make day-to-day decisions regarding the care, control, and discipline of the parties' child. A parent may make emergency decisions regarding the health or safety of the child when the child is in their care.

11. Both parents shall have access to the child during school and shall have authority to check the minor child out of school. Both parties shall be listed as a point of contact for school communications. In the event the parties cannot agree on educational decisions, the parties shall attend mediation in an effort to resolve the matter.

12. Expenditures related to cosmetic surgery, alternative medicine, orthodontia, or other non-life-threatening medical procedures not covered by a child's insurance requires the prior and mutual consent of both parents in writing, with both parents signing the written confirmation. The portions of payment for the procedures are to be negotiated as part of the consent and mutual approval prior to the procedure. The parties shall not inform a minor child of the potential of the procedures and/or have a minor child assess for any of the procedures prior to receiving the consent of the other parent. A minor child shall not receive the cosmetic, surgery, alternative medicine, orthodontia, or other non-life-threatening medical procedures not covered by the child's insurance, prior to

receiving the written consent provided herein. Sanctions for violating this provision include, but are not limited to, a parent being denied reimbursement for said procedure.

13. No insured or uninsured medical or psychological treatment shall be undertaken without knowledge and consent of both parties unless in an emergency. Consent shall not be unreasonably withheld. If parties cannot agree, they shall attend mediation.

14. Special consideration shall be given by each parent 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. The parties agree to cooperate to accommodate such events and to communicate about them a reasonable time in advance.

15. Any parental duties or rights not specifically addressed in this plan will be discussed and mutually decided and agreed upon by both Parties.

16. The parties shall have parent-time with the minor child as set forth above. The receiving parent shall pick up the minor child for their designated parent time. The non-receiving parent shall have the minor child ready for the receiving parent at the time the minor child is to be picked up.

17. Each parent shall provide the other with his current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

18. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of phone, mail privileges

and virtual parent-time if the equipment is reasonably available. The child is allowed to contact either parent at any time. When the child requests to speak with the other parent, each parent shall make reasonable efforts to facilitate the communication.

19. Parental care shall be presumed to be better care for the minor child than surrogate care and both parties shall be awarded the right of first refusal to provide care for the minor child when the other party would require surrogate care for overnight periods.

20. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

21. Both parties are restrained from discussing the case in the presence of the minor child or allowing third parties to discuss the case in the presence of the minor child. Furthermore, both parties shall be restrained from making negative, disparaging, or derogatory comments about the other parent to or in the presence of the minor child and shall use their best efforts to restrain third parties from making any such comments in the presence of the minor child.

22. Neither party shall make social media posts about the other party or publicly disparage the other party.

23. The parties shall not introduce anyone that they are dating to the minor child unless they are in a committed and exclusive relationship. Advance notice shall be given to the other party prior to introducing the child to their significant other.

24. The parties shall create a shared calendar which the parties shall maintain and use to communicate with the other parent about events for the minor child.

25. Both parties are mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the minor child or before transporting the minor child. The parties shall keep all alcohol or drugs locked away from the minor child.

26. If one party fails to comply with a provision of this parenting plan, the other parties' obligations under the Parenting Plan are not affected.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 9th day of September 2024.

*E-signed by Wade Taylor
with permission of Haley Lynne Freeman*

/s/ Haley Lynne Freeman

HALEY LYNNE FREEMAN
Petitioner

APPROVED AS TO FORM this 2nd day of September 2024.

*E-signed by Wade Taylor
with permission of Colton Jeremy Freeman*

/s/ Colton Jeremy Freeman

COLTON JEREMY FREEMAN

Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 30th day of August 2024, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

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LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR
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