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IN THE FOURTH JUDICIAL DISTRICT COURT OF
UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of

Amanda Freeman,
Petitioner

&

Jeremy Freeman
Respondent

Decree of Divorce

Civil No. 234402494

Judge: Kraig Powell

Commissioner: Marla Snow

Petitioner, Amanda Freeman, by and through counsel, Bradley Voss, and Jeremy Freeman who is self-represented have reached a stipulation and settlement agreement which is on file with the Court, which the parties intend to be entered into a Decree of Divorce.. The Court, having reviewed the pleadings on file, having entered its Findings of Fact and Conclusions of Law, and being otherwise advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. **DECREE OF DIVORCE.** The parties are granted a Decree of Divorce on the grounds of irreconcilable differences to become final upon entry.
2. **JURISDICTION AND VENUE:** Jurisdiction and Venue in this case are proper in Utah

County, State of Utah, on the basis that the parties have resided in Utah County for at least the three months immediately preceding the filing of this divorce action.

3. On May 8, 2018 the parties married. The parties separated on 6/23/2019, and do not reside together.

4. **MINOR CHILDREN:** The parties have born three minor children as natural issue of their marriage, as follows: C.R.F. (born June 2013); A.R.F. (born Feb. 2015) and A.L.F. (born Dec 2016).

5. No other children are expected of the marriage.

- 1 Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor children and has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

Parenting Plan

- 2 The parties shall share joint legal and joint physical custody, with mother having primary physical custody. Mother shall have the children for 193 overnights per year and Jeremy shall have the children for 172 overnights per year.
- 3 **Parent-Time:** Parent-time should be as the parties agree. If the parties do not agree, then The visitation schedule is as follows:
 - 4 Father has the children for 3 weekends each month.
 - 5 Mother has the children for the last full weekend (Friday, Saturday, and Sunday) each month, and when there are five weekends in a month, mother also has the

children for the second weekend of that month. The weekends will be from Friday after school (or as Utah Code 81-9-303 states) until Monday morning when the parent relinquishing the children delivers them on-time to school or to the other parent by 9 AM.

·6 Jeremy's midweek overnight is on Wednesday, pursuant to Utah Code 81-9-303

·7 **Holidays and Summer Parent-Time:** The holiday and summer parent-time visitation should be as the parties agree. If the parties cannot agree, then holiday parent-time should be consistent with Utah Code 81-9-305 with Jeremy being designated as the non-custodial parent for holiday purposes only. The parties should give each other at least thirty (30) days' advance notice of their choice of extended parent-time. In the event of a conflict, Jeremy should have first choice of extended parent-time in all odd-numbered years and Amanda should have first choice of extended parent-time in all even-numbered years.

·8 The holiday parent-time schedule provided in Utah Code 81-9-305 is as follows:

Holiday	Holiday Time Period	Jeremy	Amanda
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 minor 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 minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. 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	Even years	Odd years

	<p>parent can be with the minor 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 the minor 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.</p>		
Spring Break	<p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor 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.</p>	Odd years	Even years
Memorial Day	<p>(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.</p>	Even years	Odd years
Mother's Day	<p>(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.</p>		All years
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.</p>	All years	
Juneteenth National Freedom Day	<p>(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p>	Even years	Odd years

	(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st 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:	Even years	Odd years

	(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 the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
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 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor 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 Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

- 9 **Transportation:** Wherever possible, parent-time exchanges should occur through the children's school/daycare, wherein the parent ending their parent-time timely drops the children off at school/daycare and the parent beginning their parent-time picks the children up from school/daycare. In all other instances, the parent beginning his or her parent-time should be responsible for transportation and the exchanges should occur at the Lehi Police Station, 128 N 100 E. Lehi UT 84043

- 10 The parties should not discuss child-related issues at the exchange or in front of the children. The parties should be mindful of the importance of promptness when parent-time exchanges occur.
- 11 If either party is unavailable to personally transport the children for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the children, the parent who elected that individual should immediately provide the other parent with that third party's name and contact information.
- 12 Either party will make day to day or emergency decisions while a child is in their care. The other party shall be informed as soon as possible regarding any emergency medical decisions or situations.
- 13 The parties shall communicate in writing by email or text messaging. Phone calls may be used only in a medical emergency. All communications shall be civil and child related.
- 14 The children shall be permitted to communicate with the other parent whenever they want to., at reasonable times and for reasonable duration.
- 15 The parties may contact the children while in the other's care at reasonable times and for reasonable duration.
- 16 Dispute Resolution: If the parties have a dispute over an important child related issue, they'll first consult with one another and discuss the most reasonable and effective resolutions. If they cannot agree, they'll then invoke the assistance of a professional in the area of the dispute. If that doesn't resolve the problem, they'll then schedule and attend mediation – with each paying half of the mediator fees. If they still cannot agree, they'll

then present the issue to the court for final decision based on the best interest of the child or the children.

- 17 There shall be no corporal punishment of the children, and each party will prevent other care providers from using any physical punishments.
- 18 The parties shall not disparage the other parent in the hearing of a child, nor on social media. Disparagement means communication of anything negative regarding the other parent – regardless of whether true or false.
- 19 Neither party shall use a child as a messenger or an intermediary. Any change to a scheduled visitation shall be discussed and agreed upon by the parties before any event or plan is discussed with a child.
- 20 Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained.
- 21 The parties shall not harass, bother, threaten, or annoy the other party and shall not contact or go to the other party's home, church, workplace, school or extended family without the written invitation of the other party.
- 22 Neither party shall permit or encourage third parties to do anything that they themselves are not permitted to do. If any such things are happening in the presence of the children, each of the parties has an affirmative duty to remove the children from the environment.
- 23 If either parent wishes to relocate more than 150 miles from the other parent, they shall comply with Utah Code 81-9-209 "The Relocation Statute" including the notice requirements.
- 24 **Address and Phone Number:** The parties should keep each other informed of their

address and telephone number at all times and notify each other of any local move within 24 hours.

·25 **Medical Information:** Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

·26 **Educational Information:** Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

·27 **Child Support:** Jeremy shall pay child support according to statutory guidelines beginning May 1, 2025. Jeremy's income shall be imputed at \$12,000 per month, and Amanda's income is \$2,947 per month. The joint custody worksheet should be used to calculate child support, Jeremy will have the children for 172 overnights and Amanda will have the children for 193 overnights per year.

·28 In accordance with Utah Code 81-6-203 and the joint custody worksheet, Jeremy shall pay \$971 per month as and for child support to Amanda.

·29 The child support will be paid until (1) a minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 et seq.

·30 Child support will be paid in two increments each month; half on the 5th and half

on the 20th of each month.

- 31 Jeremy is obligated to make timely payments regardless of whether the Office of Recovery Services is garnishing his pay or otherwise collecting the child support.
- 32 Jeremy shall pay arrearages of child support from 9/6/2023 (the date of filing of the petition) through April 30, 2025 at the same rate. Payments will be made through the Office of Recovery Services until child support is current, including arrearages.
- 33 Unless and until Jeremy is current on all child support obligations including arrearages, Amanda shall have the right to claim the children for tax purposes. If Jeremy is current as of December 31 of the subject year, then they will each claim one child, and the third child will be claimed on an alternating year basis. When there are only two minor children, then they will each claim one. And then when there's one child, they'll alternate claiming of that child on a yearly basis. To prevent disagreements, If Jeremy is current on all support obligations as of December 31st of the tax year, then he will be entitled to claim the only child or the third child in tax years that end in an even number. Amanda will Amanda will claim the only or the third child in all other tax years.
- 34 Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded a child for tax purposes.
- 35 **Medical Insurance Coverage:** The party with the best coverage should be ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children.
- 36 If at any time the children are covered by the insurance plans of both parents, Amanda's

plan should be designated as primary coverage and Jeremy's plan should be secondary coverage for the children.

·37 If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and should retain the same designation for primary or secondary insurance as described above.

·38 If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

·39 Reasonableness of the cost;

·40 Availability of a group insurance policy;

·41 Coverage of the policy; and

·42 Preference of the primary physical custodial parent.

·43 The party who carries the insurance on the children should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent children, and after initial enrollment on or before January 2 of each calendar year. That party should notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

·44 **Medical Insurance Premiums:** In accordance with Utah Code 81-4-501, both parties

should share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is 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. The insurance premium should be automatically added to or subtracted from the child support obligation above.

·45 **Out-of-Pocket Medical Expenses:** Each party should pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent.

·46 Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor children should provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. *Utah Code 81-6-208.*

·47 **Notice to Medical/Dental Expense Creditors:** Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code 81-4-204, or 81-6-208 or an administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

·48 Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;

·49 Notify the particular creditor of that party's current address; and

·50 Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

- 51 **Childcare:** Pursuant to Utah Code 81-6-209, Each party should be responsible and liable for one-half of the reasonable work-related childcare costs actually paid out-of-pocket. Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. If a family member is providing childcare, then it should be presumed that those services are being provided free of charge. The parties should provide written verification of the cost and identity of the childcare provider to the other party, and should promptly notify the other party of any changes. (See statute for further details.)
- 52 **Extracurricular Activities:** If the parties have agreed to the children's participation in an extracurricular activity, then they should equally share the costs associated therewith. Neither party is obligated to facilitate the children's participation in an extracurricular activity during their parent-time if they did not agree to the children's involvement.
- 53 **Education-Related Expenses:** The parties should be equally responsible for any and all of the children's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

End of Parenting Plan

- 54 All of the marital assets have previously been divided.
- 55 Each party should keep as his/her own separate property any vehicle currently in his/her possession and should be solely responsible for all costs and expenses related thereto.
- 56 Each party should be awarded his/her own personal bank account(s).
- 57 Neither party claims to have contributed to a retirement account during the marriage.

- 58 Neither party should pay the other party alimony.
- 59 Respondent will be awarded the business (Performance Diesel) and will indemnify and hold Amanda harmless for all debts or obligations associated therein.
- 60 **Delivery of Documents and Duty to Sign Documents:** Each party should be 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. Should a party fail to execute a document within 90 days of the entry of their divorce decree or as specifically designated herein, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.
- 61 **Interpretation/Applicability:** This order should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.
- 62 **Severability:** If a provision of the order is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

CONCLUSIONS OF LAW

- 63 This Court has jurisdiction over this action and the parties.
- 64 A Decree of Divorce should be entered on the grounds of irreconcilable differences,

consistent with the foregoing Findings of Fact, the same to be final upon entry.

END OF ORDERS

**EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THE FIRST PAGE**

1/22/2026

/s/ Bradley W. Voss, Attorney for Amanda Freeman

APPROVED AS TO FORM

/s/ Jeremy Freeman

01/22/2026

Jeremy Freeman

Date

Electronic Signature affixed by Brad Voss with permission by email on the listed date

**NOTICE PURSUANT TO Rule 7(j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE
TO ALL THE CONCERNED PARTIES AND COUNSEL:**

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared above shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd of January, 2026, I caused to be served a true and correct copy of the foregoing **DECREE OF DIVORCE**, via email to the following:

Jeremy Freeman by email to freemanmotorsports20@icloud.com

/s/ Bradley W. Voss, Attorney for Amanda Freeman