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IN THE SECOND JUDICIAL DISTRICT COURT, WEBER COUNTY OGDEN DEPARTMENT, STATE OF UTAH	
In the Matter of the Marriage of: LONDON FREW, Petitioner, and ISAAC RAY FREW, Respondent.	DECREE OF DIVORCE Case No.: 244901547 Judge: ORTEGA Commissioner: WILSON

Pursuant to the Court's Findings of Fact and Conclusions of Law, incorporated herein by this reference, and after having reviewed the file in this matter and determined that the Settlement Agreement read in to the record between Petitioner and Respondent is fair and reasonable and after having been fully advised in the premises,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1. **Jurisdiction.** Petitioner is an actual and bona fide resident of the County of Weber, State of Utah, and has been for more than three months immediately prior to the commencement of this action.

2. **Marriage Relationship and its Termination.** Petitioner and Respondent are husband and wife, having been married on January 3, 2017 in Ogden, Utah. Petitioner shall be awarded a Decree of Divorce from the Respondent upon the grounds of irreconcilable differences divorcing and dissolving all bonds of matrimony heretofore existing between Petitioner and Respondent. The Decree of Divorce shall become absolute when signed by the Court and entered by the clerk in the Register of Actions.

3. **Marital Child.**

The parties have one (1) minor child from the marriage, to wit:

<u>Initials</u>	<u>Date of Birth</u>
W.L.F.	05/29/2022

4. **Custody and Parent-time.** The parties are awarded joint legal and joint physical custody of the minor child subject to the parent-time schedule specified in the Parenting Plan as follows:

**PARENTING PLAN
(Joint Legal and Joint Physical Custody)**

- A. The parties believe in good faith that joint legal and joint physical custody of the minor child is in the best interests of the minor child.
- B. **Legal Custody.** The best interests of the minor child, including their physical, psychological, emotional needs and development are best served by the parties having joint legal custody of the minor child, and with Petitioner having presumptive final say

on matters regarding education, non-emergency medical, and religion after following the dispute resolution process set forth herein.

- C. Addresses. Each party should keep the other informed of their current residence, telephone number, email address, and work address at all times and will notify the other immediately upon any change.
- D. Information on the Child. The parties should generally exchange information about the child, parent time and other matters as set forth herein. Each parent should be entitled to equivalent access and information concerning the child, such as records on education and health. Any necessary and appropriate releases will be signed by the parties to insure access to such records. In any official registration, the other parent will be listed as an alternative person to be notified in case of an emergency and to receive equivalent information as the registering parent.
- E. Communication. Each party should encourage and support the relationship of the child with the other parent in all respects. The parties should communicate directly concerning any matter relating to the minor child by text or email. Neither party should use the minor child as messenger or conduit for information to be exchanged between the parties.
- F. The parties should be restrained and enjoined from harassing, threatening, or maliciously contacting the other in person, by phone, in writing, or online. Both parties should be restrained from harassing, threatening, or maliciously contacting family members of the other party or the other party's employer.

G. The parties should be polite and civil in their communications. The parties should limit their communication to issues regarding the care, education and parent-time with the minor child.

H. Education Costs and Extracurricular Activities.

- i. The parties should share equally in all mandatory educational and extracurricular activity costs that the parties mutually agree to beforehand in writing. If a party does not agree to the child's participation in an extracurricular activity, then the other party may enroll the child and bear the expense.

I. Out of State Travel. Any parent intending to take the child out-of-state should provide a brief itinerary to the other parent including a telephone number and address where the child may be reached at least one (1) week prior to the trip. The parties are encouraged to schedule their travel on their parent time. The non-traveling parent may request make up parent time, if their parent time is interfered with due to the traveling parent's travel.

J. Parent-Time. The best interests of the minor child, including their physical, psychological, emotional needs, and development, are best served by the Petitioner having primary physical custody of the minor child and Respondent having parent time based on a two week schedule.

- i. On week one, Respondent will have parent time beginning on Wednesday from 5:00 p.m. to Friday at 5:00 p.m.

- ii. On week two, Respondent will have parent time beginning on Wednesday from 5:00 p.m. until Saturday at 5:00 p.m.
- iii. The parties agree the this will give Petitioner 220 overnights and Respondent 145 overnights.
- iv. Parent-time on holidays should be as the parents can agree. If the parents cannot agree then parent-time on holidays should be, pursuant to Utah Code §81-9- 303, with Petitioner designated as the “custodial” parent for the determination of holiday parent time only.
- v. At the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the minor child, which may be consecutive, when school is not in session for summer break. Two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent. Two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time. A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks, which may be consecutive, when school is not in session for summer break.
- vi. The parties understand that the Petitioner availability for vacation time is restricted by her seniority status. Petitioner will inform the Respondent about her vacation schedule within seven days after she received notice of her allotted

vacation times. If Respondent has not already scheduled a vacation at the same time, Respondent will endeavor not schedule his extended time during the Petitioner's scheduled vacation. Unless Petitioner has provided prior notice of her scheduled vacation, in odd numbered years, Petitioner will notify Respondent of her extended time by May 1 and Respondent will notify Petitioner of his extended time by May 15. In even numbered years, Respondent will notify Petitioner of his extended time by May 1 and Petitioner will notify Respondent of her extended time by May 15.

- vii. Transportation. The parent starting their parent time will provide transportation. Both parents will have a proper, age and weight appropriate safety seat for the minor child.
- viii. Communication with child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of phone calls and virtual parent-time if the equipment is reasonably available. The parties agree that they will make the child available at reasonable times for a call from the other parent.
- ix. Parent time restrictions:
 - a. Guns must be locked up during a party's parent time.

- b. Neither parent will enter the home of the other during any parent time exchange. Once the child is able to safely move from car to house/house to car by himself the parties should adopt curbside pick up.
- x. BACtrack (these provisions shall apply only for three months beginning February 2nd, 2026:
 - a. Petitioner will pay the monthly subscription fee with BACtrack for the next three months.
 - b. Respondent will test prior to the start of his parent time and every 12 hours of his parent time.
 - c. If Respondent tests positive for alcohol, a missed test is the same as a positive test, Petitioner may pick up the child and Respondent's parent time will restart at his next scheduled parent time, so long as he does not test positive prior to the parent time. If the test is inconclusive, Respondent may retest until a result is provided, but no more than 3 times within a 15-30 minute window. If the test remains inconclusive, Petitioner may pick up the child.
 - d. If Respondent wishes to pay the monthly subscription, he may also have Petitioner test on a 12-hour basis during her parent time.
 - e. During the exchange of the minor child either party suspects the other party of being intoxicated, they may request a drug or alcohol test at

their expense and pay for the test initially. If the test is positive, the tested party shall be responsible for the cost of the test and shall have their parent-time suspended until the parties can arrange for a system to ensure that the party is alcohol and drug free during parent-time.

- K. Advisory Guidelines. The provisions of the Advisory Guidelines of Utah Code §81-9-202 should apply to govern all parent-time arrangements.
- L. Mutual Restraining Order. Both parents should be restrained from making disparaging remarks about the other in the presence of the parties' minor child. Furthermore, both parents should be restrained from allowing the child to be in the presence of third parties making disparaging remarks about the other parent. Neither party will make derogatory comments about the other parties' family members in front of the minor child.
- M. Relocation. The parties should follow the relocation statute in Utah Code Ann. §81-9-209.
- N. Decision Making and Mediation.
 - i. The parent who has actual custody of the child during the time-shared block may make those minor day-to-day decisions without having to consult with the other parent.
 - ii. Should a dispute arise regarding the education, non-emergency medical, and religious care of the minor child, the parties agree that they should first seek the advice of a knowledgeable third party; the parties will attend mediation. If they

still disagree, Petitioner may make the presumptive decision. Each party should pay for one-half (1/2) of the costs of mediation. If no agreement is reached, pending court involvement, Petitioner has final say on education, nonemergency medical, and religious care of the minor child.

O. Child Care:

- i. Under Utah Code §81-9-202, parental care is presumed to be better for the child than surrogate care. Each parent should provide all surrogate care providers with the name, current address, and telephone number of the other parent, and should provide the other parent with the name, current address and telephone number of all surrogate care providers.
- ii. Pursuant to Utah Code §81-6-209, both parties should share equally the reasonable work-related, career or occupational training child care expenses. The paying parent should provide written verification of the cost and identity of a child care provider to the non-paying-parent upon initial engagement of a provider, and thereafter on the request of non-paying-parent. The paying-parent should notify the non-paying-parent of any change of child care provider, or the monthly expense of child care, within thirty (30) calendar days of the date of the change. The paying-parent may be denied the right to receive credit for the expenses or to recover the non-paying-parent's share of the expenses if the paying-parent fails to comply with these provisions.

- P. **Roommates:** Both parties will notify the other party when they have roommates residing with them. To the extent possible, they will provide the roommates legal name, birthdate and any known criminal background.
5. **Child Support.** Respondent is ordered to pay \$130.00 in child support to Petitioner.
6. **Income Taxes.** For State and Federal tax purposes, Petitioner shall claim the child for even years and the Respondent shall claim the child for odd tax years. A party may not claim any minor child unless they are current on child support as of December 31 of the year they intend to claim. Respondent was current through 2025 on his obligations.
7. **Health, Accident, and Dental Expenses of the Minor Child.**
- a. Petitioner is ordered to maintain insurance for medical and dental expenses for the benefit of the minor child, if available through her employment at a reasonable cost. If no such insurance is available through her employment at a reasonable cost, then the Respondent is ordered to maintain insurance for medical and dental expenses for the benefit of the minor child, if available through his employment at a reasonable cost. If health insurance is not available to either party through their employment at a reasonable cost, then both parties are ordered to obtain the same privately and share the cost equally.
 - b. Both parties are ordered to share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance. Both parties are ordered to share equally all reasonable and necessary uninsured medical,

dental, orthodontic, chiropractic, and any other medically necessary expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties.

- c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date that parent first knew or should have known of the change. The parent ordered to maintain insurance shall provide a list, or other information necessary for the other parent to access a list, of in-network providers.
- d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half (1/2) of the amount of the out-of-pocket costs within thirty (30) days of receipt of the written verification. If both parties obtain medical insurance for the benefit of the minor child, then both parties shall be solely responsible for their own monthly premium costs.
- e. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance

plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be 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 step-parent'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. During the time when any dependent child is covered by both parties' health or dental insurance plans, neither party shall be ordered to pay one-half of the insurance premium paid by the other party.

8. **Personal Property.** Respondent will return Petitioner's laptop. Each party should be awarded their individual vehicles. The parties will work together to remove each other from their respective vehicles. Unless otherwise addressed above, each party should be awarded the property in their possession.
9. **Real Property.** During the court of the marriage the parties acquired real property located at: 718 9th Street Ogden Utah 84404. The parties are ordered to sell the property and divide any equity subject to credits as provided below, after payment of all mortgages on the house and costs associated with the sale of the home. The property, including secondary water rights which shall be sold with the property. The parties should use Nathan Poulson as their realtor and are ordered to listen to their realtor's advice on listing

price, repairs, and offers. The parties are ordered to execute any necessary documents to list the property within 7 days of their stipulation. Respondent shall vacate upon the sale of property or April 1, 2026, whichever occurs first. Petitioner will be entitled to \$21,000.00 from the equity for the payment of the mortgage during the parties' separation. After the initial payment of the \$21,000, the remaining equity shall be split 50%/50%.

10. **Debts and Obligations.** During the course of the marriage, Petitioner and Respondent acquired certain individual debts. Each party is ordered to assume the debts in their names. Each party shall indemnify and hold the other party harmless from all debts and obligations he/she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.
11. **Notice to Creditors Regarding Debts.** As authorized by U.C.A. §81-4- 406(4), the parties shall notify respective creditors or obliges, regarding the divisions of debts, obligations, or liabilities herein and the parties separate, current addresses.
12. **Financial Accounts.** The parties have separate financial accounts and no joint accounts. The parties are awarded their individual financial accounts free and clear from any claim from the other.
13. **Retirement Accounts.** The parties each have retirement accounts. The parties shall divide their retirement accounts according to the *Woodward* formula.
14. **Alimony.** Neither party is awarded alimony from the other now or in the future.

15. **Attorney's Fees.** Each party is ordered to pay their own attorney fees and costs of court in this matter.

16. **Miscellaneous.**

- a. Petitioner is returned to her former name of London Peeples.
- b. The minor child's last name is changed to Peeples-Frew.
- c. Petitioner and Respondent are jointly ordered to cooperate with each other and to execute and deliver any and all documents necessary to effectuate the terms and conditions of any divorce decree entered in this action.

*******END OF ORDER*******

*****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE STAMP
AND SEAL AT THE TOP OF THIS PLEADING*****

JUDGE'S SIGNATURE

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven (7) days, unless written objection is filed within that time period.

**CERTIFICATE OF SERVICE AND CERTIFICATE OF COMPLIANCE WITH RULE
4-202.09 OF THE UTAH RULES OF JUDICIAL ADMINISTRATION RE: NON-PUBLIC
INFORMATION**

I hereby certify that, upon information and belief, all non-public information has been omitted or redacted from this public record. I also hereby certify that on the 15th day of September, 2026 a true and correct copy of the foregoing Decree of Divorce was served upon the following via email:

Russell Monahan (UT-09016) <i>Attorney for Petitioner</i> Cook & Monahan, LLC 323 S 600 E Ste 200 Salt Lake City, UT 84102 Tel: (801) 595-8600 Email: russ@cooklawfirm.com	

/s/ Sarah Darling
Paralegal of Matt Wadsworth

