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**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF UTAH, IN AND FOR THE COUNTY OF MILLARD
Fourth District Court, 765 S Hwy 99, Fillmore, UT 84631**

In The Matter of the Marriage of:

RICKY DALLIN MANIS,

Petitioner,

v.

SHANTEL LOREE MANIS,

Respondent.

DECREE OF DIVORCE

Civil No.: 264700039

Judge: Shawn R. Howell

Pursuant to the Court's Findings of Fact and Conclusions of Law and after having reviewed the documents in this matter and determining that the Stipulated Settlement Agreement 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.** Utah has jurisdiction to determine child support under the Utah Uniform Interstate Family Support Act (Utah Code 78B-

14-101 et. seq) in that both Parties and their child are residents of Utah.

2. Marital Relationship. Petitioner and Respondent are husband and wife, having been married on June 5, 2004, in Delta, Millard County, Utah. Husband is hereby awarded a Decree of Divorce from Wife upon the grounds of irreconcilable differences, divorcing and dissolving all bonds of matrimony heretofore existing between Wife and Husband.

3. Marital Children.

a. The Parties have one (1) minor child as issue of their relationship (hereafter, the “minor child”) as follows:

<u>Name</u>	<u>DOB</u>
D.C.M	6/04/2013

b. The Parties reside in Millard County, Utah. The Parties’ minor child has resided in Millard County, Utah since birth or for at least six (6) months and Utah is the home state of the minor child.

c. Neither Party knows of a person not a party to this proceeding who has physical custody of the Parties’ minor child or who claims to have custody or parent-time rights with respect to the minor child.

4. Custody. The Parties are hereby awarded **joint legal custody** of the minor child and **joint physical custody**. The Husband’s

residence shall be considered the primary residence of the child for school purposes. Custody shall be on a 50/50 time sharing arrangement.

5. Parent-Time. Parent time shall be as the parties agree. In the event they don't agree, the Parties' are ordered to have 50/50 parent-time, following a 7-day schedule, with exchanges occurring at school drop off and pickup when school is in session, and 9 a.m. when school is not in session.

a. The parties shall alternate holidays in accordance with U.C.A. §81-9-302. Father shall be designated as the non-custodial parent for purposes of holiday allocation only.

d. Should either parent relocate such that this current parent time plan becomes unworkable the parties are ordered to return to mediation to rework the parent time.

6. Parenting Plan. The Parties shall adopt the advisory guidelines found in U.C.A. §81-9-205 as their parenting plan, in addition to the following provisions:

a. *General Conditions.*

i. The child must have a clean, comfortable home, and his quality of life from one parent's home to the other should be constant and consistent. During parenting time, both Parties shall provide an appropriate and safe environment for the minor child.

- ii. Each Party shall provide all surrogate care providers with the name, current address, and telephone number of the other Party and shall provide the non-custodial Party with the name, current address, and telephone number of all surrogate care providers.
 - iii. The Parties shall support each other in their respective parenting roles and say positive words about the other parent to the child and be restrained from saying anything negative about the other parent to the child and restrain third parties from doing the same.
 - iv. The Parties shall immediately notify the other parent of any change of address, e-mail address, cell phone number and telephone number.
- b. *First Right of Refusal.*** Parental care shall be presumed to be better than surrogate care. Each Party is ordered to give the other Party the first right of refusal to provide care for the child if the Party will be away from the child for any time that consists of an overnight during his or her parent time.
- c. *Transportation.*** Transportation expenses for all parent time are ordered to be shared equally by the Parties. The receiving party shall pick up the children.

d. *Communication.* The Parties shall communicate primarily with one another by email and text message except in an emergency. All communication shall be civil and related to the child. Name-calling shall never be considered civil.

e. *Travel.* In accordance with UCA 30-3-36, each Party shall be responsible to provide the other with an itinerary and contact information before travelling with the child overnight.

f. *Virtual Communication.* Each Party may have reasonable and uncensored phone contact with the child while they are with the other parent. The child may call either parent at any reasonable time.

g. *Joint Decision-Making.* The Parties are ordered to consult with each other regarding major decisions for the child, including elective medical care, education, and religious upbringing. If the Parties cannot reach an agreement, the Parties are ordered to return to mediation. In an emergency situation, the parent that is with the child shall make good faith effort to reach the other parent, but if the other parent is not available, the parent with the child shall make emergency decisions and update the other parent as soon as possible.

h. *Sharing Information.*

i. The Parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's school work, school schedule,

- medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent. This specifically includes, but is not limited to schedules pertaining to school, band, sports (including practices and performances), scouts, church activities, and all extracurricular activities.
- ii. Each Party shall be entitled to directly access the child's medical, church, education, counseling, and other records.
 - iii. Both Parties are ordered to be listed as the minor child's parents on all school records, registrations, medical records, religious records and any other significant documents. Both Parties shall be allowed full access to the child's school records and medical records.
 - iv. The Parties shall notify the other parent of injury or illness involving the child as soon as reasonably possible. Whenever either Party takes the child to a health care provider, they shall communicate the status of that appointment within two hours to the other parent by text and if more details are necessary, by email within 24 hours.
 - a. *Extracurricular Activities.* The parties are ordered to share equally the cost of extracurricular activities mutually agreed upon in writing. The parents agree to cooperate on deciding the child's

extracurricular activities.

- i. If a party does not agree to an extracurricular activity, the child may still participate in the activity if the other party pays all costs and fees and provides all transportation regarding that activity, even if the activity may be during the opposing party's parent time.
- ii. There can only be one activity that the parties do not agree to, per parent, at a time, such that the child is not overscheduled.

i. *Relocation.* If either parent moves such that the current parenting plan becomes unworkable, the Parties shall attend mediation. If an agreement cannot be reached, and the relocation results in the current parent time schedule being unfeasible, UCA 30-3-37 will apply with the relocating parent being designated the "non-custodial" parent.

j. *Religious Upbringing.* Both parties are ordered to respect the beliefs of the other parent and allow each parent to teach and discuss their religion with the child. Neither parent will prevent the child from participating in organized religion. Both parties are ordered to allow the child to choose his own beliefs and progression in the religion of his or her choice. The child may choose who participates in any special events.

7. Mutual Restraining Order.

- a.** Both Parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the child.
- b.** Both Parties shall be supportive of the other Party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.
- c.** Both Parties are restrained from discussing custody and parenting issues in front of the child or allowing a third party to do so. The Parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.
- d.** Both Parties are mutually restrained from harassing, annoying, or

otherwise bothering the other Party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Both Parties are restrained from using the likeness, image or credit of the other Party for any purpose.

f. Both Parties are mutually restrained from allowing third Parties to do in front of the child what they themselves are prohibited from doing under this section and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or should remove the child from such circumstances.

8. Child Support.

a. For purposes of child support, the Mother is employed , and earns a gross monthly income of approximately \$2,880.00 per month.

b. Father is employed full time at IPSC and makes a gross monthly income of \$10,700 per month.

c. Father is hereby ordered to pay child support to Mother in the amount of \$375.00 per month. Support shall be due in equal parts within 3 days of father receiving a paycheck, beginning in July 2026 (Father is currently paid bi-weekly, but in no circumstance shall a full monthly amount not be paid by the end of the month it is due.)

d. *Income Withholding.* Should any child support be paid late (after the end of the month). Mother shall be entitled to withholding income

as a means of collecting child support, pursuant to Utah Code Ann. §§ 30-3-5.1 and §62A-11-401, et seq., as amended. Any processing fees shall be paid equally by the Parties.

e. *Reduction When Child Becomes 18.* In accordance with Utah Code Ann. § 78B-12-219, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, child support shall automatically terminate.

9. Medical Expenses. In accordance with U.C.A. §78B-12-212, insurance for the medical and dental expenses of the minor child shall be provided by the Party who can obtain the best coverage, if it's available at reasonable cost.

a. Each parent is ordered to share equally the out-of-pocket costs of the premium actually paid by a Party 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. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

b. Each Party is ordered to share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care,

counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the Parties.

c. The Party ordered to maintain insurance shall provide verification of coverage to the other Party upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The Party shall notify the other Party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

d. The Party who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other Party within 30 days of payment. The other Party is ordered to remit payment within 30 days of receipt of the verification. If neither Party is able to secure said insurance at a reasonable cost, each Party is ordered to be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

10. Tax Exemptions: The Parties are entitled to each claim the child for tax purposes. The parties shall alternate years to claim the child with Mother claiming the child in even numbered years, and Father claiming the child in odd numbered years. If a Party will not receive a benefit from claiming his or her child tax exemption during any given year, the

exemption shall be awarded to the other Party for that year. Father may not claim the child for tax purposes in any given year if he is not current on child support by the last day of the tax year.

a. In order for each Party to claim the minor child as a tax dependent, the IRS requires that Form 8332 be executed by both Parties and submitted with your Tax Returns in lieu of submission of the Decree of Divorce. Therefore, each Party is ordered to download, complete, sign and supply the other Party with IRS Form 8332 by February 1st each year the Parties claim the minor child as a dependent.

11. Personal Property. The parties have already separated their personal property and each party is hereby awarded all personal property already in their possession.

12. Titled Vehicles.

a. Mother is hereby awarded:

- i. 2015 Jeep Wrangler
- ii. 2017 Ford Explorer

b. Father is hereby awarded:

- i. 2023 impact fusion camp trailer
- ii. 350 Truck
- iii. Ford Ranger
- iv. Polaris Razr

13. Banking Accounts. Each Party is hereby awarded all standard savings and checking accounts that are held solely in the party's name, and their contents. Both parents will remain having access to accounts held for the children, with Father managing the accounts, but Mother having full access to view activity of the accounts.

14. Retirement Plans. The Father has retirement accounts, including at least two 401Ks and pension, through his employment. The retirement accounts are ordered to be divided equally, pursuant to the Woodward Formula, as of June 29, 2026. The parties are ordered to obtain a Qualified Domestic Relations Order from the Court to separate the retirement accounts within 1 year of the date of entry of a final Decree of Divorce, any costs associated with a QDRO will be split between the Parties.

15. Separate Property. It is hereby ordered that any separate property held by the Parties, such as inheritance, or gifts shall remain their separate property free and clear of any claims by the other.

16. Real Property.

a. REAL PROPERTY.

i. Marital Home is awarded to Husband. The Parties agree that there is \$150,000.00 equity in the property, and that Husband is hereby awarded all the equity in the home free from any claim by Wife. However, Should Husband sell the home

within 5 years of the entry of the final Decree of Divorce, it is ordered that Wife shall be paid \$75,000 as her portion of the equity. Any sell of the home outside of 5 years of the entry of a final Decree of Divorce, Father shall be entitled to all proceeds and Wife will have no claim to any equity and expressly waives such claims herein. Father shall assume all debts in connection with the marital home and shall make his best efforts to refinance the home and remove Wife from the loans and title. Until Husband is able to refinance he shall safeguard Wife's credit and ensure that all mortgage payments are made on time and he shall indemnify wife for any damage to her credit as a result of Husbands failure to make payments on time.

17. Debts. The parties have incurred certain debts during the course of the marriage and those debts are hereby divided and assumed as follows:

a. DEBTS ASSUMED BY PETITIONER. Husband is hereby ordered to assume and pay, and to defend and hold harmless Wife herefrom, the following debts and obligations:

- i. Any and all debts associated with the Camp trailer, & 350 truck
- ii. Any and all debts associated with the Marital Home

- iii. One half $\frac{1}{2}$ of any medical debt for which the parties are liable from Chateau Recovery
- iv. Any debts associated with property awarded to him or more specifically setout herein.

b. DEBTS ASSUMED BY RESPONDENT. Wife is hereby ordered to assume and pay, and to defend and hold harmless Husband therefrom, the following debts and obligations:

- i. Any and all debts associated with the 2015 Jeep Wrangler
- ii. Any and all debts from the Maurices credit card, the Buckle Credit Card, the Old Navy Credit Card, the Chase Credit Card, and the Citi Credit Card
- iii. One Half $\frac{1}{2}$ of any medical debt for which the parties are liable from Chateau Recovery
- iv. Any debts associated with property awarded to her or more specifically setout herein.

c. DEBTS UNDISCLOSED OR UNKNOWN: Each party shall be responsible to pay any other debt or accounts he or she individually incurred. If any other debts incurred during the marriage are late discovered and not stated and divided herein, the person incurring the debt shall be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

d. NOTICE TO CREDITORS REGARDING DEBTS. Pursuant to Section 81-4-406(3)(b), Section 15-4-6.5, and Section 15.4-8.7 of Utah Code Ann., as amended, Petitioner and Respondent are each ordered to notify their respective creditors or obligees of the fact that they are divorced and of the Court's division of debts, obligations, or liabilities. The parties shall also provide their respective creditors or obligees of their separate and current addresses. The Court further orders the parties to each notify their respective creditors or obligees by service of a copy of the final Decree of Divorce in this action and to request that the creditors or obligees provide them each individually all statements, notices, and other similar correspondence on their debts as required by law or by any contract. The individual parties shall notify the creditors or obligees that, regarding joint debts, the creditor or obligee may only make a negative credit report under Section 70C-7-107 U.C.A. (1953), as amended, or any report of repayment practices or credit history under Chapter 14, Title 7, Credit Information Exchange, concerning the party ordered by the Court to be responsible for the joint debt unless the creditor has made a demand upon the other party to pay the debt because of the failure to make payments by the joint obligor ordered by the Court to make the payments.

18. Alimony.

a. Husband is hereby ordered to pay Wife a monthly spousal support amount of \$625 a month for a period of eleven (11) years beginning July 1, 2026.

19. Attorney's Fees and Costs: The parties are ordered to pay their own attorney fees and costs of court in this matter.

20. Dispute Resolution. If a dispute arises between the Parties, they are ordered to return to mediation prior to filing an action in court other than an enforcement action.

21. Miscellaneous Terms.

a. *Additional or Further Documents; Cooperation:* Each Party agrees that he or she will sign and execute any further or additional documents as may be necessary to put into effect the intended purposes hereof. Each Party shall execute, acknowledge and deliver to the other Party any and all instruments and assurances that the other Party may reasonably require or find convenient, expedient, or businesslike for the purpose of giving full force and effect to the provisions of this Agreement.

b. *Costs and Attorneys' Fees.* Should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provisions of this Agreement or a final Divorce Decree, the prevailing Party shall be entitled to recover all costs of suit, including reasonable attorney fees incurred therein.

----- END OF ORDER-----

By the Court:

Signature, seal and date of entry on top of Order

Honorable Fourth District Court Judge

APPROVED AS TO FORM

/s/ Shantel Loree Manis, original on file with Anderson Law Center, P.C.

Shantel Loree Manis

Respondent

/s/Ricky Dallin Manis, original on file with Anderson Law Center, P.C.

Ricky Dallin Manis

Petitioner