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Petitioner's Attorneys

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

IN THE MATTER OF THE MARRIAGE
OF:

JENTRY JO LARSEN,

Petitioner,

&

DAVID RAY ALLEN MANESS,

Respondent.

DECREE OF DIVORCE

Case No. 254901718

Judge Patrick Corum

Commissioner Kim Luhn

Petitioner, Jentry Jo Larsen, through her attorney, Amber McFee, and Respondent, David Ray Allen Maness, through his attorney, Kevin B. Call, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, T.R. Morgan, on 1 July 2026. From the records, files, and papers in this matter, the Court being fully advised now makes and enters its Findings of Fact and Conclusions of Law, as follows:

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is hereby awarded a Decree of Divorce from Respondent, to become absolute and final upon entry by the Court.

CHILD

2. There has been one child born of the parties' marriage, to wit: DMM, born May 2024 (age 2).

3. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the parties agree that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction Act

4. Utah is the home state of the child pursuant to Utah Code § 78B-13-102(7) and/or Utah has jurisdiction over the custody and parent-time issues in this matter pursuant to Utah Code §78B-13-201.

5. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code § 78B-13-101, and The Uniform Interstate Family Support Act, Utah Code § 78B-14-102, the parties agree:

A. They have not been a party or witness to, or participated in any other litigation concerning the custody, child support or parent-time of the parties' minor child nor does he have information about any custody, child support or parent-time proceeding concerning the minor child in this state or any other state.

B. There are no pending criminal cases in any court in this state or any other state or country involving the parties.

C. There are no protective order cases in any court in this state or any other state or country involving a party regardless of whether a child of the parties is involved.

D. There are no protective order cases in any court in this state or any other state involving the parties' child.

E. There are no cases involving the parties' minor child pending in the juvenile court.

F. The parties do not know of any person, not a party to these proceedings who has physical custody of the parties' minor child and who claims to have custody, child support, or parent-time or visitation rights with respect to the child.

CUSTODY AND PARENT-TIME

6. The parties are awarded joint legal custody of the minor child. Joint legal custody is as defined in the Parenting Plan below.

7. The parties are awarded joint physical custody of the minor child. Until May 31, 2027, David shall exercise parent-time pursuant to Utah Code § 81-9-303, with regular parent-time consisting of one overnight each Wednesday until 7:30 p.m. on Thursday and alternating extended weekends from Friday through Monday, together with holiday parent-time as provided in the statute. Commencing June 1, 2027, the parties shall exercise substantially equal parent-time pursuant to Utah Code § 81-9-305 on a 2-2-5-5 schedule with David having the child for regular parent-time each Wednesday and Thursday overnight, Jentry having the child for regular parent-time each Monday and Tuesday overnight, and alternating weekends Friday, Saturday, and Sunday overnight, together with holiday parent-time as provided in the statute.

8. Changes may not be made to the parent-time schedule under this section, except that if a

conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- A. the holiday schedule for Mother's Day or Father's Day under Subsection (15);
- B. the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (7) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;
- C. the holiday schedule for any holiday under Subsection (15) that is not Father's Day, Mother's Day, or the minor child's birthday;
- D. extended parent-time under Subsection (7); and
- E. the schedule for weekday or weekend parent-time.

9. The following table is the holiday schedule for parent-time under this section.

Holiday	Holiday Time Period	David's Years	Jentry's Years
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or	Odd years	Even years

	(b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.		
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 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.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years Mother	All years Mother
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years Father	All years Father
Juneteenth National Freedom Day	(1) Holiday begins on Friday at 5:30 p.m. and ends on Saturday at 5:30 p.m., if Juneteenth National Freedom Day is on the day before Father's Day. (2) Holiday begins on Sunday at 8:30 p.m. and ends on Tuesday at 8:30 p.m., if Juneteenth National Freedom Day is on Father's Day or on the day following Father's Day. (3) Holiday begins at 5:30 p.m. on the day before Juneteenth National Freedom Day and ends at 8:30 p.m. on the day following Juneteenth National Freedom Day, unless Juneteenth National Freedom Day is on Father's Day, the day before Father's Day, or the day following Father's Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years

Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of	Odd years	Even years

	the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 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 8:30 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 8:30 p.m.	Odd years	Even years

10. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

- A. One parent may make a designation at any time and the other parent may make a designation after May 1.
- B. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.
- C. David shall designate his two week parent time in odd numbered years with Jentry designating in an even numbered years.
- D. The two consecutive weeks described in Subsection (5)(a) take precedence over all holidays except for Mother's Day and Father's Day.

PARENTING PLAN

11. In addition to the parent-time set forth above, the parties shall be governed by the advisory guidelines contained in Utah Code § 81-9-202, including the childcare provisions listed in Utah Code § 81-9-202(13).

Ground Rules

12. Both parents shall exchange information concerning the health, education and welfare of the child, and, where possible, confer before making decisions.

Decision Making

13. The parent who has physical custody of the child during the time-shared block may make minor day-to-day decisions without having to consult with the other parent.

14. The parents shall consult with one another and reach agreements on major issues concerning the developmental, medical, dental, psychological treatment, and education of the child.

15. In the event the parties are unable to agree regarding legal custody matters, the parties shall seek assistance from an involved or apprised third party concerning the subject of the dispute (i.e., a teacher, counselor, or principal regarding an education dispute, medical provider regarding a medical dispute) in an attempt to reach an agreed upon decision.

16. If the parties are unsuccessful in reaching an agreement, the parties shall cooperate in scheduling mediation, equally sharing the cost of mediation.

17. Once an issue has been identified, the parties shall endeavor to resolve the issue or have mediation scheduled within two weeks.

18. If the parties are unable to resolve the disagreement in mediation, either party may seek court involvement.

19. Either party may make emergency decisions to sustain the child's life and notify the other parent as soon as safely possible to do so.

Communication Plan

20. The parents shall use their best efforts to communicate and share information about the child with each other.

21. The parents shall use their best efforts to communicate with each other as needed through Our Family Wizard Co-Parenting App. The parties will communicate regarding their child via OurFamilyWizard® (“OFW”). The parties will maintain an OFW Parent Account. The parties will not e-mail, text, or telephone but will post all communication exclusively on OFW. The parties will be allowed to communicate by telephone only in an emergency regarding the child, which must be acted upon in less than 24 hours. In case of such an emergency, the subject and general content of such communication will be memorialized in a Moment entry in the OFW Journal. Whenever an entry requires a response, the receiving parent will respond within 48 hours unless it indicates that a longer time frame is acceptable. Topics of communication between the parties will be limited to child-related ones, e.g., school, healthcare, extracurricular activities, and parent-time exchange logistics. All communications will meet the BIFF communication criteria, which means short and civil messages free of blaming, name-calling, accusations, or other inappropriate content. The parties will take advantage of the tools in the Expense Log in the OFW app to record and formalize all potentially reimbursable expenses to mitigate the necessity of further litigation over such matters. An electronic file of the receipt will be attached to each expense entry. There will be a presumption that unless a party objects to the validity of a requested reimbursement item within thirty days of receiving notice of the item in OFW, the expense will be deemed valid. The parties may utilize Venmo or the OFWpay™ in the Expense Log to initiate e-payments for reimbursements.

22. The parties may use a different co-parenting application if they agree in writing and will

not suspend the use of a co-parenting application without mutual written agreement.

23. The parents shall be flexible with each other when minor changes are necessary and give as much advance notice as possible if changes are necessary.

School

24. The parents will each initiate and maintain relationships with the child's teachers in order to keep apprised of the child's progress in school.

25. The parents will make arrangements with the child's school for each parent to receive copies of the child's report cards, school calendars, etc.

26. The parents shall have full access to school records and shall keep each other informed of school activities.

27. The parents shall attend parent-teacher conferences and participate with the child in school functions together, if possible.

Significant Occasions

28. The parents shall notify one another of any special occasions or events that involve the child such as extracurricular activities, social and sports events, graduations, community functions, etc.

29. Special consideration should 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 either parent.

Medical and Professional Appointments

30. A parent shall notify the other parent of significant illnesses involving the child and any information relating to the child's medications. In the case of an emergency, the parent will

inform the other parent as soon as safely possible.

31. The parent that provides medical insurance for the child shall give the other parent a duplicate insurance card in order for her/him to present such to medical providers.

32. The parents are entitled to initiate his/her own relationship with all of the child's medical providers and have complete access to their records.

Vacations/Non-Routine Travel

33. Neither parent shall engage in non-routine travel with the child without the written consent of the other parent or an order of the Court unless the following information has been provided to the other parent: (1) an itinerary of travel dates and destinations, (2) how to contact the child or traveling party, and (3) the name and telephone number of an available third person who will know the child's location.

34. The parties shall cooperate in obtaining duplicate original or certified copies of the child's important records, including the child's birth certificate, Social Security card, passport, immunization records, and other significant records. Each parent shall promptly provide copies of newly obtained records to the other upon request.

Miscellaneous

35. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided on by both parents.

36. If a parent fails to comply with a provision of the above Parenting Plan, the other parent's obligations under the Parenting Plan are not affected.

37. Either parent may require the other parent to submit to a drug test not more than once every thirty (30) days by making a written request. The requesting parent shall arrange for the

testing through a well-recognized testing facility and shall initially pay the cost of the test. The requested parent shall submit to testing within twenty-four (24) hours, excluding Saturdays, Sundays, and legal holidays, after receipt of the request. If the test is negative for all illicit substances, the requesting parent shall bear the cost of the test. If the test is positive for any illicit substance or for any controlled substance not prescribed to the tested parent, the tested parent shall reimburse the requesting parent for the full cost of the testing within thirty (30) days.

38. A positive drug test is grounds to immediately request relief from the court regarding parent time and address safety needs of the child.

39. Neither party shall allow the use of tobacco or illicit substances around the child. Both parties shall have the affirmative duty to remove the child from the presence of those smoking tobacco, are impaired by the use of illicit substances, or are otherwise exposing the child to harmful substances.

40. Neither parent shall knowingly leave the minor child unsupervised or in the sole care of Respondent's father, Respondent's mother, either of Respondent's brothers, or either brother's spouse, partner, or significant other. Nothing herein shall prohibit the child from having contact with those individuals while either parent is personally present and supervising the child.

CHILD SUPPORT

41. For purposes of child support, the parties stipulate that David's gross monthly income is \$7,948.00 and that Jentry's gross monthly income is imputed at \$8,433.00, consistent with the findings contained in the temporary order entered August 15, 2025. Because Jentry is presently unemployed, David shall continue paying base child support in the amount of \$688.00 per month, payable in two equal installments on the 5th and 20th of each month, until Jentry obtains

employment. Within seven (7) days after commencing employment, Jentry shall provide David with the name of her employer, the date employment commenced, and sufficient income information to calculate child support, specifically, two paystubs if Jentry is paid bi-monthly, or three paystubs if paid bi-weekly. Upon Jentry obtaining employment before June 1, 2027, David's child support obligation shall automatically become \$432.00 per month, based upon the parties' stipulated incomes and a parent-time schedule of approximately 145 overnights for David and 220 overnights for Jentry, unless the parties otherwise agree in writing. Effective June 1, 2027, when parent-time converts to the equal parent-time schedule set forth herein, neither party shall owe ongoing child support to the other, based upon the parties' stipulated incomes and substantially equal parent-time. Except as specifically modified herein, the remaining provisions of Utah Code Title 81 governing child support shall apply.

HEALTH INSURANCE

42. Pursuant to Utah Code § 81-6-208:

- A. The parents shall provide health care coverage for the medical expenses of the child;
- B. The parents shall provide health insurance for the medical expenses of the child if health insurance is available to the parents at a reasonable cost;
- C. If at any time the child is covered by both parents' health insurance plans, the health insurance plan of the Petitioner shall be primary and the health insurance plan of the Respondent is secondary;
- D. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of health insurance; and

E. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the child, including co-payments, co-insurance, and deductibles.

F. In the event that both parties carry insurance for the child, each will pay their own premium costs for the child.

ALIMONY

43. Both parties are able-bodied, educated, experienced, qualified, and capable of meeting their own financial needs through gainful employment. Therefore, neither party is awarded alimony.

DEBTS AND OBLIGATIONS

44. The parties are each ordered to assume and pay all debts in their respective names and indemnify and hold the other party harmless from liability or loss associated with said debts.

PERSONAL PROPERTY

45. During the course of the marriage, the parties acquired certain items of personal property. The parties are each awarded the personal property in their respective possession as presently divided.

46. The items of personal property belonging to the parties prior to the marriage or received by a party during the marriage by gift or inheritance is awarded to that party as their sole and separate property.

REAL PROPERTY

47. The real property located at 7104 Ponderosa Drive, Salt Lake City, Utah 84121 (“marl home”) is awarded to Jentry as her sole and separate property free and clear from any claim of

interest by David. Jentry shall assume and pay all obligations associated with the property and indemnify and hold David harmless from liability or loss relating to the property.

FINANCIAL ASSETS

48. The parties are awarded the financial assets in their respective names, including all deposit and investment accounts.

RETIREMENT ACCOUNTS

49. The parties are awarded any retirement accounts in their respective names.

TAX CREDIT

50. The parties shall alternate claiming the child each year as a dependent for tax purposes with David claiming the child in even-numbered tax years and the Jentry claiming the child in odd-numbered tax years. The parent claiming the child for federal and state income tax purposes shall be current on his or her child-related obligations, if any, as of December 31 of the applicable tax year.

EXECUTION OF DOCUMENTS

51. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the Decree of Divorce. In the event a party fails to execute a document within sixty (60) days of the entry of the 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 Utah Rule of Civil Procedure 70. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

MODIFICATION

52. Prior to the modification of any provision of the final decree of divorce, the parties shall attempt to resolve the issue through mediation before seeking the court's assistance.

ATTORNEY'S FEES

53. Each party is responsible for his/her own attorney fees and costs, unless the court determines that an award of fees is warranted in an action to enforce an order of custody, parent-time, support, or the division of property.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Kevin B. Call

Kevin B. Call (signed with permission given via email on 7.29.26)

Respondent's Attorney

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: RESPONDENT

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court’s signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 2 July 2026.

McFEE LAW, LLC

/s/ Amber McFee

Amber McFee

Petitioner’s Attorney

CERTIFICATE OF SERVICE

I hereby certify on 20 July 2026 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Kevin B. Call
kcall@bondcall-law.com
Respondent's Attorney

/s/ Melanie Cramer Manarite

Melanie Cramer Manarite
Lead Paralegal, McFee Law