



CHRISTOPHER J. MARTINEZ #14464
LEGAL AID SOCIETY OF SALT LAKE
960 South Main Street
Salt Lake City, Utah 84101
Telephone: (801) 328-8849
Email: cmartinez@lasslc.org
Attorney for Petitioner

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

In the Matter of the Marriage of RICHARD PRESTON LAVINE, Petitioner, and RUTH ALICE LAVINE, Respondent.	DECREE OF DIVORCE AND JUDGMENT Civil No. 254906523 DA Judge ADAM MOW Commissioner RUSSELL MINAS
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The above-entitled matter came before the Honorable Judge ADAM MOW. RICHARD PRESTON LAVINE, Petitioner (herein after referred to as “Richard” or “Petitioner”) was represented by Christopher J. Martinez, LEGAL AID SOCIETY OF SALT LAKE. Respondent, RUTH ALICE LAVINE, (herein after referred to as “Ruth” or “Respondent”) was pro se. The Court received the parties' written Stipulation and Settlement Agreement and Ruth's consent to enter her default without further notice. The parties have attended the Mandatory Divorce Education Course. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The Parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

2. **Children.** The parties are the legal parents of the following children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. The initials, birth month and birth year of each children are:

<i>Child's Initials</i>	<i>Birth Month and Year</i>
E.L.	January 20, 2010
B.L.	April 20, 2016

PARENTING PLAN

JOINT PHYSICAL CUSTODY / PARENT-TIME

3. **Custody.** The Parties are awarded joint physical and legal custody of their minor children, as set forth herein, with Ruth being designated as the residential parent. The minor children shall continue to attend their current schools.

4. **Parent-time.** Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent-time shall be defined as follows:

a. Parent-time shall be pursuant to Utah Code §81-9-305. The parties shall exercise 50/50 physical custody, such that each parent receives one week with the exchanges occurring on Sundays at 7 p.m.

5. **Extended Parent-time.** During the summer, each party will receive two (2) uninterrupted weeks of parent-time.

6. **Notification of Extended Time.** Both parents shall provide notification of extended parent-time or vacation weeks with the child by May 1 each year with Ruth having first

choice of extended time in even numbered years and Richard having first choice of extended time in odd numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

7. **Holidays.** The parties shall exercise holiday parent-time as they can agree, but in the event they cannot agree, they shall follow Utah Code §81-9-303 with Ruth acting as the “Custodial Parent” and Richard acting as the “Noncustodial Parent” for interpreting the statute, as follows:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
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 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.	Richard	Ruth
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 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.	Ruth	Richard

Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering 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.	Richard	Ruth
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; (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 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.	Ruth	Richard
Ruth's Day	(1) Holiday begins on Ruth's Day at 9 a.m. (2) Holiday ends on Ruth's Day at 7 p.m.	Ruth	Ruth
Richard's Day	(1) Holiday begins on Richard's Day at 9 a.m. (2) Holiday ends on Richard's Day at 7 p.m.	Richard	Richard
Juneteenth National Freedom Day	(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 Richard's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Richard's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Ruth	Richard
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Richard	Ruth
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Ruth	Richard

Labor Day	<p>(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 the 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.</p>	Richard	Ruth
Columbus Day	<p>(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.</p>	Ruth	Richard
Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the 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.</p>	Richard	Ruth
Halloween	<p>(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.</p>	Ruth	Richard
Veterans Day	<p>(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.</p>	Richard	Ruth
Thanksgiving	<p>(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 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.</p>	Ruth	Richard

Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; 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.	Richard	Ruth
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Ruth	Richard
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Ruth	Richard
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Richard	Ruth

JOINT LEGAL CUSTODY

8. **Joint Legal Custody.** The parties shall share joint legal custody of the children.

a. With respect to minor day-to-day decisions, the parent in charge of the children during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the children, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

b. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in

good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the children, the parties shall adhere to the following dispute resolution procedure:

- i. **Notice**: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
- ii. **Information**: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
- iii. **Discussion**: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
- iv. **Consultation**: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
- v. **Mediation**: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
- vi. **Court Review**: If the parties still cannot agree either party may bring the issue before the Court.
- vii. **No Undue Delay**: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

c. **Right to Other Relief:** In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court.

COMMUNICATION

9. **Communication.** The parties will discuss all parenting concerns via e-mail or text and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

10. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

MISCELLANEOUS PARENTING PROVISIONS

11. **Relocation.** If either party moves more than 150 miles, the parties will be bound by Utah Code §81-9-209.

12. **Travel.** When the children travel with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

13. **Change of Contact Information.** Each party shall provide the other with a current address, telephone number, and/or email address within 24 hours of any change.

14. **Notification of Children's Events.** The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in.

15. **Special Events.** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. **Mutual Restraining.**

a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the children and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children.

b. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

c. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent is being disparaged in any way.

17. **First Right of Refusal.** Each parent will have first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

19. **Activity Costs.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity

out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

20. **School Fees.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

21. **Transportation for the Children.** The parties will utilize school-to-school or childcare exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

22. **Child Support.** Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq. Ruth's gross monthly income is \$6,000.00 per month. Richard's gross monthly income is \$2,833.00 per month. Ruth has 183 overnights and Richard has 182

overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Ruth's child support obligation shall be \$258.00 per month. Child support shall commence April 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

23. **Medical/Dental Expenses.** The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Richard is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall 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 parents.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will 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 should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Ruth shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Richard shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are 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 children.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

f. A parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

24. **Childcare Expenses.** The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

25. **Dependency Exemption.** The parties will share the dependency exemption for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption. Ruth will claim the oldest child and Richard will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption for the minor child. Ruth will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and Richard will claim the minor child as a dependency exemption for even-numbered tax years.

26. **Taxes.** The parties will file joint tax returns for 2025. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.

27. **Real Property.** The parties do not presently own an interest in real property. Ruth shall be entitled to stay in the home that the parties are currently renting. Richard shall move from the property no later than April 1, 2026.

28. **Personal Property.** During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Grandmother's furniture	Ruth
Ruth's father's Tools	Ruth
Children's belongings	Ruth (to stay with kids)

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

29. **Debts.** The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debt in Ruth's name	Ruth
Debt in Richard's name	Richard
Renatus real estate debt (Ruth will pay the debt directly to the creditor until paid off in full and Richard shall not have access to the material)	Ruth
Student loans	Each take own
Debt to landlord	Ruth
Debt to Ruth's mother	Ruth
Tax debt 2022-2024	Filing cost and tax refund or tax liability to be split evenly between the parties

a. **Accumulation of Debt.** Neither party will incur any additional liability on joint credit cards.

b. **Other Debts.** The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. **Delinquency in Payments.** If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

30. **Checking and Saving Accounts.** Each party is awarded monies in their own separate checking and savings accounts. The joint accounts shall be closed within 14 days of the stipulation.

31. **Retirement Accounts.** Each party is awarded the retirement accounts in their own respective name and will waive all claim to the other party's retirement.

32. **Name.** Ruth will have the option of restoring her name to Ruth Alice Adair.

33. **Alimony.** Neither party is awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

34. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

35. **Attorney's Fees and Costs.** Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

Approved as to form:

/s/ Ruth Alice Lavine

RUTH ALICE LAVINE, Respondent

Signed by Christopher J. Martinez with permission of
RUTH ALICE LAVINE given via email on March 23, 2026

CERTIFICATE OF SERVICE AND*NOTICE OF RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, I hereby certify that on the 23rd day of March 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served ☐ via the court's electronic filing system, ☐ by mail postage prepaid, ☐ via hand-delivery, ☐ via facsimile, ☒ via e-mail, as addressed, to:

RUTH ALICE LAVINE, *Respondent*
ruthlavine35@gmail.com

/s/ Kristie Cowman

Kristie Cowman, Paralegal to
Christopher J. Martinez, Attorney for
Petitioner

*Notice of objections to this order must be submitted to the Court and counsel within seven days after this service. Should no objection to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.