

IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH	
In the Matter of the Marriage of	
RALPH NEAL CAINES, II,	DECREE OF DIVORCE
Petitioner,	Civil No. 244901614
and	Judge Todd Shaughnessy
THORNE ANN ROBERSON-CAINES,	Commissioner Russell Minas
Respondent.	

The above-entitled matter came before the Honorable TODD M SHAUGHNESSY for trial on March 23, 2026, and March 24, 2026. Petitioner, RALPH NEAL CAINES, II (hereinafter referred to as "Petitioner" or "Neal"), was present and appearing pro se. Respondent, THORNE ANN ROBERSON-CAINES (hereinafter referred to as "Respondent" or "Thorne"), was present and appearing pro se. 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 bona fide residents of Salt Lake County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. The Parties resided in the marital relationship in the State of Utah and therefore this Court has long-arm jurisdiction over the Parties pursuant to Utah Code § 78B-3-205.

Provisions Relating to the Child of the Marriage

3. There is one (1) minor child born of the marriage: T.N.C., born February of 2011.

Provisions Related to Legal Custody

4. It is in the best interests of the Parties' minor child that the Parties are awarded joint legal custody of the minor child.

Provisions Related to Physical Custody and Parent-Time

5. It is in the minor child's best interests that the Parties are awarded joint physical custody, with **Neal** awarded primary physical custody. **Neal** is designated as the custodial parent for school, the holiday schedule, and any other statutory purposes.

6. **Thorne** is awarded parent-time pursuant to Utah Code Ann. § 81-9-303 as the Parties have been exercising, unless otherwise agreed to in writing.

7. The Parties shall comply with all other requirements of Utah Code Ann. § 81-9-303, including the summer and extended parent-time schedules.

8. Unless otherwise agreed in writing by the Parties, the Parties shall follow the holiday parent-time schedule outlined in Utah Code Ann. § 81-9-303 with **Neal** designated as the custodial parent.

9. **Thorne's** midweek parent-time shall be Wednesday on weeks she is not exercising weekend parent-time and Thursday on weeks she is exercising weekend parent-time.

- a. **Thorne's** Wednesday midweek parent-time may begin as early as noon when school is not in session.

b. **Thorne's** alternating weekend parent-time ends Monday at noon when school is not in session.

PARENTING PLAN

10. The following provisions based upon the Advisory Guidelines of the Utah Code §§ 81-9-203 and 81-9-202 should apply to govern all parent-time arrangements.

Parent-Time

11. A parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution.

12. A parent-time schedule shall be used to maximize the continuity and stability of the minor child's life.

13. Parental care is presumed to be better care for the minor child than surrogate care.

a. The parties shall cooperate in allowing the noncustodial parent, if willing and able to transport the minor child, to provide the child care.

b. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge.

14. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers.

15. Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays,

important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

16. Each parent is entitled to an equal division of major religious holidays celebrated by the parents.

a. The parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the minor child on the religious holiday.

17. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the minor child, in the form of virtual parent-time if the equipment is reasonably available.

18. Parent-time exchanges shall occur at school whenever possible. If a school exchange is not possible for whatever reason, parent-time exchanges shall occur curbside at the relinquishing parent's home with the receiving parent remaining in his or her vehicle at all times and the relinquishing parent remaining in his or her home at all times.

a. Unless mutually agreed otherwise in writing by the Parties, neither parent shall approach the other parent's home.

b. The minor child shall be ready to go at the designated time and neither parent should remain in the location for any period of time longer than necessary for the exchange to occur. The Parties shall otherwise stay away from each other's residences.

19. A parent shall not interrupt regular school hours for a school-age minor child for the exercise of parent-time.

20. Both parents shall have access to the minor child during school and authority to check the minor child out of school.

21. Should the minor child be enrolled in traditional school, the minor child shall attend school based on **Neal's** residence.

22. A parent shall not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

Decision Making

23. Each parent shall make decisions regarding the day-to-day care and control of the minor child while the minor child is residing with that parent.

24. All major life decisions regarding education, healthcare, and religious upbringing regarding the minor child shall be discussed in good faith and, where possible, agreed to by the Parties.

25. If the Parties are unable to agree, they shall consult professionals in the relevant field including, as appropriate, the Parties' family systems therapist, to assist them in reaching an agreement.

26. If the Parties are still unable to agree, **Neal** shall have final decision-making authority, subject to **Thorne's** right to seek relief from the Court.

27. The Parties shall mediate any such issue before bringing the matter to Court. A written record shall be prepared of any agreement reached in mediation and provided to each party.

28. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney fees and financial sanctions to the prevailing parent.

29. Either parent may make emergency decisions affecting the health or safety of the minor child.

30. Each parent may make decisions regarding the day-to-day care and control of the minor child while the minor child is residing with that parent.

Information Sharing

31. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency.

32. If either parent changes any of his or her contact information as indicated above, that parent shall notify the other parent in writing within twenty-four (24) hours of the change. Both parents shall also provide their contact information to all third parties who are important in the child's life, such as day care providers, educators, doctors, dentists, and both parents should be listed as emergency contacts with those providers.

33. Both parents shall have access to all records of the child, including, but not limited to, school and medical records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the child.

34. The custodial parent shall notify the noncustodial parent within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored.

35. The noncustodial parent is entitled to attend and participate fully in the school, social, sports, and community functions in which the minor child is participating or being honored.

36. The noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records.

37. A parent shall immediately notify the other parent in the event of a medical emergency.

38. The Parties shall share information about and access to the minor child's social media accounts and other online activities.

Co-Parenting Conduct

39. The Parties shall use Our Family Wizard for all communications regarding matters related to the minor child until such time they mutually agree it is no longer necessary.

a. The Parties shall respond promptly to requests for information made via Our Family Wizard.

40. The Parties shall treat each other with dignity and respect at all times.

41. The Parties shall not use the minor child to relay messages or information.

42. Both parents are restrained from speaking derogatorily about the other party or their family or other known associates to or in the presence of the minor child, or in any such way that the child may become aware of such comments, such as on any social media platforms, blog posts, or other electronic format, or otherwise broadcast any such negative thoughts and feelings and should actively prevent third parties from doing the same.

43. Both parents shall support each other in their respective parenting roles and encourage a positive relationship between the child and the other parent and encourage third parties to do the same. The Parties shall respect the child's rights to have a meaningful bond with each parent, stepparents, and other relatives.

44. The Parties shall impress on the minor child the importance of school and completing all requirements for grade advancement.

a. If the minor child is being homeschooled, he shall have a regular, consistent, and predictable school schedule and corresponding sleep schedule.

b. If the minor child is attending traditional school, the Parties shall ensure that he arrives on time and attends all required classes, absent good cause.

45. The Parties and the minor child shall continue with family systems therapy until the therapist recommends termination.

a. Currently, it appears the therapist is recommending therapy occur on an as-needed basis. The Parties shall pay for therapy in the same manner as it is currently being paid.

Relocation

46. If either parent moves to a location that is more than one hundred and fifty (150) miles from the other parent, or out of Utah, the Parties shall follow all the provisions required by Utah Code Ann. § 81-9-209.

47. The moving parent's parent-time shall be as set forth under Utah Code Ann. § 81-9-209 until mutually agreed upon in writing by the Parties or addressed by the Court.

48. Either party has the right to petition the Court to modify custody and parent-time on the relocation of either parent.

Travel

49. For emergency purposes, whenever either parent travels with the minor child, the parent shall provide the following information to the other parent:

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

50. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan order are not affected.

51. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

END OF PARENTING PLAN

Provisions Relating to Child Support

52. **Neal's** monthly income for child support purposes is **\$13,545.00**.

53. **Thorne's** monthly income for child support purposes is **\$2,083.00**.

54. Pursuant to Utah Code Ann. § 81-6-202, et seq. **Neal** is ordered to pay child support to **Thorne** commencing April 1, 2026, the sum of **\$65.00** per month as base support for the minor child of the Parties pursuant to the Uniform Child Support Guidelines using the Joint Physical Custody Worksheet with **Neal** awarded 220 overnights and **Thorne** awarded 145 overnights per year, due on the first (1st) day of each month.

a. Child support shall continue until said child becomes eighteen (18) years of age or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

b. There is no retroactive award of child support or award of any amounts for unpaid child support.

c. The obligee is entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 62A-11 Parts 4 and 5 (1953 as amended). This income withholding procedure applies to existing and future payors, and all withheld income should be submitted to the Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, **Neal** should make child support payments directly to **Thorne**.

d. Pursuant to Utah Code § 81-7-102, unless otherwise specified, all monthly payments of child support, maintenance or alimony provided in the Order or Decree should be due on the first (1st) day of each month. However, any party may subsequently pursue income withholding through the Office of Recovery Services upon the date payment of child support becomes delinquent, the obligor or obligee requests, or the date the court or administrative body so modifies the order.

e. All child support payments should be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

f. Under Utah Code § 81-6-212(5), the Parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 62A-11-306.2, if the child receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

g. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4), the Parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the Parties; (3) material changes of

30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both Parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

Provisions Relating to Health Insurance

55. Pursuant to U.C.A. § 81-6-208, et seq., the parent(s) shall provide health care coverage, as defined by Utah Code § 78B-12-102, for the medical expenses of the dependent child.

a. Both Parties 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 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 in this case.

i. If both parents maintain health insurance for the minor child for which a premium is paid, each parent shall be solely responsible for their own premium without contribution from the other.

b. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of payment.

e. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraph "d" above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within thirty (30) days of receipt of the written verification.

56. 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 Neal shall

be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **Thorne** 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 stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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.

Provisions Relating to Child Care Expenses

57. Pursuant to Utah Code § 81-6-209, both Parties shall share equally the reasonable work-related or career or occupational training related childcare expenses of the custodial parent.

a. The non-custodial parent shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

58. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Debts and Obligations

59. Neither party is awarded any amounts for costs incurred in connection with family systems therapy as both sides have spent essentially the same amount.

a. Going forward, the costs for family therapy shall be paid as set forth in the Parenting Plan above.

60. The so-called **\$40,000.00** issue was previously resolved by the Parties by agreement. **Neal** shall continue to comply with the terms of that agreement until performed in full.

61. **Thorne** is not awarded any amount for the Cadillac.

62. **Thorne** is entitled to repayments from **Neal** in the following amounts for the following items:

- a. **\$481.03** for car repairs;
- b. **\$370.00** for storage unit fees;
- c. **\$750.00** for one-half (½) of the current balances of the savings and similar accounts owned by **Neal**; and,
- d. **\$884.00** for one-half (½) of the cash value of the whole life policy.

63. The Court previously entered Orders regarding the Parties' premarital agreement and ownership for the Passenger Lane home. **Thorne** paid certain remodeling and related expenses for the Passenger Lane home for which she should be entitled to reimbursement given the home is owned by and awarded to **Neal**. **Thorne** is entitled to **\$16,134.73** plus **\$1,830.88** in net Home Depot and Lowe's charges on Trial Exhibit A (after credits and returns), for a total of **\$17,965.61**.

a. **Thorne** is entitled to record an equitable lien on the Passenger Lane property in that amount until it is paid in full.

64. The amounts owed to **Thorne** by **Neal** set forth in paragraphs sixty-two and sixty-three (§§ 62-63) above shall be paid in full, if possible, within ninety (90) days.

a. If **Neal** is unable to pay those amounts in full within ninety (90) days, he shall make monthly payments of **\$1,000.00**, which are in addition to the payments on the so-called **\$40,000.00** issue and in addition to child support.

65. All remaining debts and obligations are the responsibility of the party who incurred the particular debt.

a. Pursuant to Utah Code § 81-4-406(3)(b) the Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the Parties' separate, current addresses.

Provisions Relating to Personal Property

66. Certain personal property belonging to **Thorne** is being held in a storage unit.

a. Neal shall promptly prepay for three (3) additional months at the storage unit, starting in April 2026, change the owner of the unit to **Thorne**, who shall thereafter be solely responsible, and promptly turn the key to the unit over to **Thorne**.

b. Neal shall make one delivery of contents identified by **Thorne** from the storage unit to a location of **Thorne's** choosing in the Salt Lake Valley.

c. Neal shall have no other responsibility with respect to **Thorne's** personal property.

Provisions Relating to Retirement Accounts

67. Neal's retirement account shall be divided pursuant to the Woodward formula (Woodward v. Woodward, 656 P.2d 431, 433-434 (Utah 1982)) for the period of the marriage, from June 4, 2022 through March 24, 2026. The parties shall prepare a Qualified Domestic Relations Order (QDRO) within ninety (90) days; they may prepare it themselves, through the plan administrator, or with the assistance of counsel, sharing equally any cost of counsel for its preparation.

Provisions Relating to Life Insurance

68. Neal shall maintain his two (2) life insurance policies, naming the minor child as beneficiary, until he no longer has a child support obligation.

Provisions Relating to Taxes

69. Neal is entitled to claim the minor child as a dependent/exemption for the purpose of state and federal taxes for the 2026 tax year and every even tax year thereafter until the child is no longer eligible to be claimed.

70. **Thorne** is entitled to claim the minor child as a dependent/exemption for the purpose of state and federal taxes for the 2027 tax year and every odd tax year thereafter until the child is no longer eligible to be claimed.

71. **Thorne** is not awarded an amount for her tax obligations for the period from 2023 onward because such amounts are speculative.

Provisions Relating to Name Restoration

72. **Thorne** is restored to her previous name if she so chooses.

Provisions Relating to Attorney's Fees

73. Each party is responsible for his or her own attorney's fees and costs related to this action.

74. Both Parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this Decree of Divorce. Should a party fail to execute a document within 60 days of the entry of this Decree of Divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court 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.

75. Each party is 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.

//END DOCUMENT//

Commissioner's or judge's signature may instead appear at the top of the first page of this document.

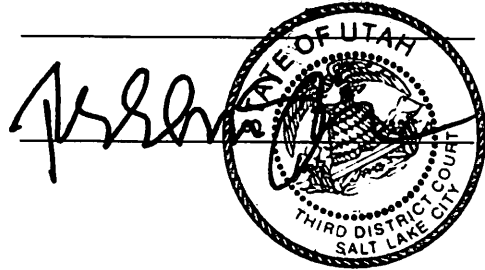
Date Commissioner

Signature ►

6/24/20

Date Judge

Signature ►



Approved as to form.

Date Petitioner, Attorney or
Licensed Paralegal Practitioner

Signature ►

Date Respondent, Attorney or
Licensed Paralegal Practitioner

Signature ►