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**IN THE SECOND DISTRICT COURT  
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

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In the matter of the marriage of:

**JULIE LYNN BABBONI,**  
Petitioner,

and

**JOSEPH BABBONI,**  
Respondent.

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**DECREE OF DIVORCE**

**Civil No. 244701283**

**Judge Jennifer Valencia  
Commissioner Julie Winkler**

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Based on the Findings of Fact and Conclusions of Law entered by the Court, and  
for good cause appearing, the Court enters the following Decree of Divorce:

**JURISDICTION**

1. Julie is a bona fide resident of Davis County, State of Utah, and has been for  
three (3) months prior to the filing of this action. |

2. Julie and Joseph were married on July 5<sup>th</sup>, 2004 in Sheffield, Illinois, State of  
Utah. |

3. The parties' minor children have resided in Utah for more than six months prior  
to the date of filing and Utah is the Home State of the children. |

**FOUNDATIONS**

4. The parties shall be granted a divorce upon the grounds of irreconcilable differences. █

5. Julie and Joseph do not live in the same residence. █

### **CHILDREN** █

6. There are four minor children born of the marriage: B.B. born 5/27/06, J.B. born 2/22/08, N.B 5/15/09, L.B. 8/22/2015. No additional children are expected. The parties' oldest, adult child has special needs and shall be treated as a minor until he turns age 21. The parties have joint guardianship and conservatorship of the parties' oldest, adult child.

7. The parties shall be awarded joint legal and joint physical custody of the children as further outlined in the parenting plan below. █

8. Joseph will have 5 overnights of parent time on alternating Thursdays at 9:00 am or when school gets out until school begins Tuesday Morning every other week. This schedule shall operate on a 14 day rotation so that Joseph shall have the children 5 out of the nights. By the 20th of each month, Joseph shall confirm if he is able to take his Thursday-Tuesday parent time for the following month. If he cannot, he will provide to Julie alternate parent time days and his scheduled work days and the parties shall work together to adjust the parent time schedule so Joseph receives his ten overnights per month. Joseph will take the children to any activities that have been scheduled prior to the providing of his schedule. █

9. The parties shall exercise holiday and extended parent time in accordance with UCA §81-9-303, with the Julie being designated as the custodial parent and the Joseph being designated as the non-custodial parent for purposes of interpreting the holiday schedule, with the exception that during the summer the parties will each only receive

two weeks of summer parent time. Joseph will let Julie know at least 30 days in advance if he is not taking his holiday parent time. If Joseph does not receive a total of ten overnights per month due to adjustments for holiday parent time, the parties shall, consistent with past practices, make their best efforts to adjust the parent time schedule to try to give Joseph his ten overnights per month.

10. The parties shall alternate years for having first choice of the uninterrupted two weeks of summer parent time, with Julie having first choice in even-numbered years, and with Joseph having first choice in odd-numbered years. Both parties shall give notice to the other party of their preferred weeks for uninterrupted time no later than May 1<sup>st</sup> of the year in question. If the parent whose year it is to have first choice fails to give timely notice by May 2<sup>nd</sup> of his or her preferred weeks, and then the other party may give notice of their two weeks of parent time until May 15<sup>th</sup> and have first priority on selecting parent time. If both parties fail to meet the deadlines, then the parties who designate first will receive their choices for summer parent time. Regardless, all summer parent time must be designated by June 1<sup>st</sup>.

11. All pickups and drop-offs of the minor children shall occur as the parties can agree. If they cannot agree, then the parent who is commencing their parent time shall pick up the minor children. The parties minor children may assist in the driving of the children.

### **PARENTING PLAN**

12. **Legal Custody:** The parties shall share joint legal custody of the minor children in accordance with the terms of the parenting plan listed below:

a. Julie's home shall be designated as the children's primary

physical residence for school and church purposes. █

- b. The children will be raised as LDS. The children will elect who will perform their ordinances and both parties shall be informed of the children's choice and all details of the children's ordinances. █
- c. It is important for the children to have a meaningful, loving, caring, nurturing, and positive relationship with each of the parties. █
- d. Each party shall treat the other with respect and shall use his or her best efforts to encourage and foster a mutually loving and bonded relationship between the parents and the children. █
- e. Neither parent shall attempt to harm the relationship between the other parent and the children. The children can call the parents at each other's home at all times and shall have access to smart watches, cell phones and tablets. █
- f. The parties shall respect the children's right to have a meaningful bond with each parent, with step-parents, grandparents and other relatives. █
- g. Where the children's self-esteem is affected by having a positive perception of both parents, the parties shall say only positive things about the co-parent in the children's presence, emphasizing parental strengths as much as possible and both parties shall be restrained from: making any disparaging, derogatory, unkind, or demeaning remarks regarding the other

in the presence of the children; from vilifying the other parent or saying anything that would cast the other parent in a negative light in the presence of the children; and from doing anything that might impair the parent-child relationship; and both parties shall not allow anyone else to do these things as well. The parties shall also be restrained from disparaging or in any way talking negatively about the other party's romantic partner or new spouse.

- h. The parties shall establish and maintain good communication and a cooperative relationship regarding the care of the children. The parties will give each other a reasonable time to reply to messages and will not send messages until they have had a chance to respond especially if the parent is at work and it is not possible to respond, or the messages are sent late at night. █
- i. The parties shall use Our Family Wizard or another mutually agreed upon co-parenting or calendaring app to calendar the parent time schedule and the children's schedules including but not limited to, school schedule, extracurricular activity schedule, doctor, dentist and therapy appointments etc.
- j. The parties shall not discuss the legal proceedings with the children. The parties shall not allow the children to read legal documents related to this case. The parties shall not keep hard copies of legal documents in his or her home and shall ensure

that the children do not have access to any electronic legal documents, pleadings, communications or anything relating to the divorce or the parties' disputes. The parties shall use their best efforts to ensure that no third party engages in any behavior that the party is restrained from in the presence of the children. The parties shall establish and maintain good communication and a cooperative relationship regarding the care of the children. The parties will give each other a reasonable time to reply to messages. The parties will not send duplicative messages until the other party has had a reasonable time in which to respond, taking into consideration such factors as the responding parent's work schedule, the time of day the original message was sent, etc.

- k. At no point should communications between the parties be derogatory or demeaning and address past issues between the parties. The communications shall also not cast blame on each other in an attempt to solve any issues that arise in a business-like manner. There shall never be any name calling.
- l. Where relationship problems are best solved on a one-on-one basis, the parties shall not use the children as a messenger or problem-solver of their problems. █
- m. The parties shall share information and complaints in a factual and respectful manner. █
- n. Either parent may make emergency decisions regarding the

health or safety of the children while in their respective custody. █

- o. Each party shall notify the other party immediately of any healthcare emergency for the children. █
- p. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the child(ren) is/are with at the time. █
- q. The parties shall both have direct access to all of the children's school reports, including preschool and daycare reports, religious, and medical records. █
- r. The parties both have affirmative duties to contact the children's school's extra-curricular activities and make sure that they are signed up for any information and or portals. █
- s. Each party shall provide the other with his or her current address and telephone number, email address, and other virtual parent-time access information within 48 hours of any change. █
- t. The parties shall give special consideration to the other to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies and other significant events in the children's lives or in the life of either parent which may inadvertently conflict with the other parent's time with the children provided that make-up parent-time shall be given to the other party if such would

interfere with the other party's awarded parent-time. █

- u. The parties shall be supportive of the children spending meaningful time with both parents according to the parent-time schedule herein and to enforce, encourage and support said schedule. █
- v. The parties are responsible for providing all of the children's needs including clothing, shoes, hygiene etc during their time. The children may take items back and forth between the two homes, but it is expected that the majority of items should be at the separate residences. █
- w. If the parties cannot agree on a major life decision affecting the child, including schooling, religion or medical decisions, they shall consult with relevant professionals such as teachers or doctors and if they still cannot agree, they shall go to mediation to try to resolve the dispute before seeking relief from the Court. █
- x. The parties will consider the children's wishes regarding parent time given their ages. █
- y. If either party fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected and the court may award attorney's fees to the prevailing party. █
- z. Neither party shall drink alcohol to the point of intoxication while



the children are in their care. |

aa. Neither party will view pornography around the children or when they are present in the home. |

bb. Both parties will be the point of contact for all of the children's extra-curricular activities including all travel arrangements. Both parties are responsible to obtain information from the sports apps. |

### **CHILD SUPPORT/ALIMONY/FAMILY SUPPORT** |

13. The parties shall adhere to the standard child support guidelines, per UCA §81-6 et al. Julie shall be imputed to \$5,000.00 gross per month based on her expected ability to earn and Joseph imputed to \$36,000.00 gross per month. Child support is based on Joseph having 145 overnights and Julie having 220 overnights and four the minor children that the parties currently have (including their 20 years old special needs child who shall be treated as a minor until he turns age 21). |

14. Family support, including child support and alimony shall be paid as follows: |

April 2026 to September 2028: \$11.5k per month |

October 2028 to March 2031: \$11k per month |

April 2031 to September 2033: \$10.5k per month |

October 2033 to April 2034: \$8K per month |

15. Alimony shall automatically terminate upon either party's death or Julie's cohabitations or remarriage. If Julie cohabitates or remarries, child support shall be calculated based on the parties' incomes as set forth herein and 145 overnights for Joseph and 220 for Julie and the number of minor children then existing per the Utah Child Support Worksheet. |

### **HEALTH INSURANCE** |

16. Joseph will continue to provide medical, dental and vision insurance for the minor children through the military and United Airlines at his sole cost so long as it is available through his employer and the military. Otherwise health insurance will be provided by the parties per statute. █

17. Per UCA §81-6-208, each parent shall pay for one-half ( $\frac{1}{2}$ ) of any premiums, co-payments, deductibles, out-of-pocket and non-covered amounts for medical, dental, orthodontic, optical, counseling, and prescription expenses for the minor children that are not paid by the insurance coverage. █

18. All work-related daycare expenses incurred on behalf of the minor children shall be shared equally, in accordance with UCA §81-6-209. The parties shall discuss these expenses especially in the case of Benjamin. If they cannot be mutually agreed upon then they can seek court intervention on the allocation of costs. █

19. Julie and Joseph shall each pay for one-half ( $\frac{1}{2}$ ) of all school fees and extra-curricular expenses of the minor children, including school fees and school lunches. If a party wants to sign up the children for an extra-curricular activity, that party must obtain a written agreement from the other party in order for both parents to be required to pay for one-half ( $\frac{1}{2}$ ) of the extra-curricular activity expense. Otherwise, only the signing up party shall be required to pay for the extra-curricular activity expense of the children. However, the other party shall not unreasonably refuse to agree on reasonable activities and costs that benefit the child and do not unduly impact their parent time. Finally, if a party signs up the children for an extra curricular activity that interferes with other parent's parent-time, the other parent shall not be required to take the children to the extra-curricular activity unless the parties mutually agree otherwise. The children will remain in their current extra-curricular activities including hockey for Noah and

swimming for Jonah and ballet and piano for Luci. The parties will equally split all of these costs. █

### **INCOME TAXES** █

20. The parties shall file a joint income tax for 2025 and share equally in any refund or liability.

21. Joseph shall be entitled to claim all children for tax purposes every year so long as Julie is not working full time. If Julie is working full time, Joseph shall claim the younger two children and Julie shall claim the older two. When only three can be claimed, the parties shall alternate claiming one child and two children, with Joseph claiming two in odd years and Julie claiming two in even years. When two children can be claimed, each party shall claim one. When one child can be claimed, the parties shall alternate years with Joseph claiming the child in odd years and Julie claiming the child in even years. In order for a party to claim children for tax purposes, the parties must be current on all of his/her child support obligations as set forth herein. █

### **REAL PROPERTY** █

22. During the course of the marriage, the parties acquired a marital home and real property located at 281 Willowmere Drive, Kaysville, Utah. Julie shall be awarded the home free and clear of any claim by Joseph. Julie shall refinance the home to remove Joseph's name from the mortgage within three years from entry of the Decree of Divorce or the home shall be sold. Each party shall be allocated \$323,000.00 in home equity to be divided/offset as set forth below. Joseph will sign all necessary paperwork to transfer the title to Julie's name at the time that Julie refinances the home. Joseph will give Julie online access to the mortgage portal. Julie shall timely pay all mortgage

payments. Both parties shall have access to the online mortgage account. If Julie fails to timely make any mortgage payment, Joseph shall make the payment and deduct it from Julie's support. █

### **INVESTMENT AND RETIREMENT ACCOUNTS** █

23. In order to equalize the parties' equity in the home and retirement assets and tax treating the retirement assets so they equal the home equity being awarded to Julie, Joseph shall be awarded the boat, camper suburban and prius with a total value of approximately \$50,000.00 and 100% of the United Airlines Schwab account (current value approx. 405k). Joseph is being awarded the suburban, the prius and the insurance money from the car accident on the suburban to buy the parties' son a better vehicle.

24. The parties shall each receive a ½ share of the Northwestern Mutual Traditional IRA and a ½ share Northwestern Mutual Roth IRA, including gains and losses on both accounts until they are divided. The parties will use Jay Woodall to prepare a QDRO and will work with him to provide all documentation if they cannot merely transfer the funds to their own IRA's. The parties will jointly share in the costs. █

25. Julie shall receive a marital share of Joseph's military retirement and pension. Jay Woodall will prepare this documentation and the parties will equally share the costs of the preparation of this QDRO. Once this division occurs the family support monthly payment shall be reduced by a dollar for dollar amount. █

26. Julie shall remain as the beneficiary on Joseph's life insurance plans in an amount to cover any unpaid alimony and child support. █

27. Julie shall have all of the login information to be able to access the children's and her flights through United Airlines. Starting in 2027, Julie is awarded 6 buddy flight

passes per year until the youngest child turns 18 or graduates from high school, whichever occurs later. Julie will remain with her current status as having flight benefits until she can receive the buddy passes.

### **BANK ACCOUNTS**

28. The following accounts shall be awarded to Julie:

a. USAA

- i. 2369-\$2,368-checking
- ii. 1521-\$850-checking
- iii. 3274-\$50-savings
- iv. 9723-\$900-savings

b. AFCU

- i. 9672-\$1943-checking
- ii. 9672-\$1342-money market
- iii. 9672-\$1-savings

- 1. Lucy-100
- 2. Jonah-100
- 3. Noah-100

iv. MACU-Jonah

29. The following accounts shall be awarded to Joseph: USAA-2649-\$1929-checking

30. The parties shall split the balance of the joint account USAA 5541 checking account.

31. Should there be any hidden accounts in either party's name, the other party shall receive all of the funds in those accounts.

### **PERSONAL PROPERTY**

32. During the course of the marriage, the parties have acquired various items of personal property. The parties shall share equally in the use of the timeshare, sharing equally in the annual maintenance fee and interval membership fees. The parties may agree to sell it and share equally in the value or one party may buy the other out as agreed. █

33. Julie shall receive the following items, except as noted: █

Honda Odyssey █

Dirt Bikes - Noah █

Four wheelers - Jonah █

Antique console table - █

French side board █

Entry bench █

French oak buffet █

Mirror █

Piano █

Apple desk tops █

Entertainment center █

Sleep by number set █

All kids furniture █

Wood computer desk █

Lawn mower █

Projector █

Couches for movie room █

All kitchen items █

Living Room TV

Bedroom TV

Leaf blower

Trimmer/edger

Christmas Decoration

Yellow flower painting

Jewelry – Julie

Paddle Board

Shed

Pool table

Guest room dresser

34. Joe shall be awarded the following items:

Foosball table

Prius

Suburban

All of Joseph's personal items, Military memorabilia/items,

4 bookcases

1 cubby bookcase

Light blue desk

Half of basement storage room shelving

Antique desk

Antique Entry 3-legged table

Octagon antique end tables (2)

Master Bedroom furniture set

Paintings x 2 (Kukenhof, Monet)

InstaPot

Kitchen Aid Mixer

Polish Pottery Dishes

All crystal glasses

All Nove China Set

Work Bench

Power tools

Rugs in Garage

Kayaks

2022 RAM Truck

2016 MB B52 Boat

Sandstorm Travel Trailer RV

All other firearms, ammunition, accessories and gun safe

Tiffany Chandler

### **DEBTS**

35. The parties shall agree to indemnify and hold harmless the other party from all debts that they are responsible to take.

a. Julie is responsible for: Solar panel loans, Costco and Sapphire Credit card.

b. Joseph is responsible for the Ram Truck Loan, RV Camper trailer loans, Hilton Aspire Credit card, Navy Federal Credit card, Home Depot Card Cabelas.



### **ATTORNEYS' FEES**

36. Each party shall pay their own attorney's fees and costs. Should either party be in default of this agreement and has to bring this matter back to court the prevailing party may be awarded their attorneys fees and costs. |

### **MISCELLANEOUS**

37. **Maiden Name:** Julie may change her name to her maiden name of "Carrasca" if she so chooses to do so." |

38. Each party shall be ordered to execute and deliver to the other party any document necessary to implement the provisions of the final decree of divorce entered by this Court. All documents shall be signed within 30 days of the entry of the Decree of Divorce. |

39. Neither party shall threaten, harass, intimidate, or annoy the other, whether directly or indirectly. Neither party shall appear at the other party's residence or place of employment unannounced or without prior consent. Neither party shall access, attempt to access, monitor, or surveil the other party's personal, professional, or electronic information, including but not limited to email, social media, cloud storage, financial accounts, or electronic devices. Any passwords, access credentials, or permissions previously granted are hereby expressly revoked. |

40. Neither party shall track, surveil, or monitor the other by any means, including but not limited to GPS tracking, applications, shared accounts, Ring doorbell cameras, security systems, or similar technology, except as necessary within the security system governing that party's own residence. Neither party shall enter the other party's

residence unless the other party is present and with their permission. █

41. The parties shall immediately delete and permanently destroy all photographs, videos, or recordings of an intimate or private nature involving the other party and shall not publish, distribute, threaten to distribute, or otherwise disclose such materials. The parties further agree not to publish, share, or disseminate false, misleading, confidential, or damaging information about the other party in any forum, including online, social media, or through third parties.

42. The parties agree to a mutual non-disparagement obligation, including refraining from any statements or conduct intended to harm or undermine the other party's personal or professional reputation, business interests, or standing in the community. █

43. Until the Decree is entered the stipulation becomes a binding agreement and is enforceable as of the date of signing, and both parties will abide by its terms.

**IT IS SO ORDERED.**

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

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