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IN THE THIRD DISTRICT COURT OF UTAH

IN AND FOR THE COUNTY OF SALT LAKE, STATE OF UTAH

<i>In the Matter of the Children of:</i> DESTINY R. MARTINEZ DE ROMAN, Petitioner, and JERIS DON BABBITT, Respondent.	ORDER MODIFYING PARENTAGE DECREE AND JUDGMENT Civil No. 204904029 Judge: TODD OLSEN Commissioner: MICHELLE BLOMQUIST
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The above-entitled matter comes before the Court, the Honorable Judge Barry Lawrence presiding. Petitioner is represented by Anthony Saunders. Respondent is represented by David Ostrowski. The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises, hereby orders as follows:

ORDERED, ADJUDGED, AND DECREED

1. The parties are awarded an Order Modifying Parentage Decree and Judgment as follows:

BACKGROUND

2. The Court entered a Parentage Decree and Judgment on October 27, 2020. The Decree has not been modified since entry.
3. The parties have one child together to wit: M.A.B. born September 20, 2014.
4. Utah was the home state of the child for six months before the commencement of this proceeding.
5. Pursuant to Utah Rule of Civil Procedure 100(a), the parties state, upon information and belief, that there are no proceedings for custody, child support, parent time, a protective order, or a criminal or delinquency case regarding the child filed or pending in the Juvenile Court of this or any other state.
6. Pursuant to Utah Code Ann. § 81-9-208, admissible evidence would show that the circumstances of the children and/or one or both of the parents have materially and substantially changed since entry of the Decree.
7. A modification of the parent time schedule will necessarily affect child support.

8. Pursuant to Utah Code § 81-9-208, a modification of the terms and conditions of the controlling decree would be an improvement in the best interest of the child.

MODIFICATIONS

9. The current Decree shall be modified as follows:
10. **Custody and Parent Time:** Replacing paragraphs 2 through and including paragraph 3 of the Decree. Petitioner shall exercise sole legal and sole physical custody of the child. The parties shall exercise parent time as they agree. If they cannot agree, Respondent shall exercise parent time pursuant to Utah Code Ann. §81-9-302. Respondent's weekday shall be Wednesday. Respondent's weekends shall start at 4pm on Friday and continue through Sunday at 8:30pm.
 - a. If Respondent is out of town working for 2 or more Wednesdays in a row, the child may, at the election of Petitioner, remain with Petitioner every other Wednesday that Respondent is not available.
 - b. If Respondent is out of town for work over one or more of his weekends in a given month, the child may travel to Respondent's location at the expense of Respondent. Otherwise, the child shall remain with Petitioner. This travel option shall occur no more than one time per month.
 - c. If Respondent is away for work but is able to return home to exercise parent time, then the regular parent time schedule shall be followed as normal in Utah.
11. **Holiday Schedule:** Replacing paragraph 4 of the Decree.

- a. Petitioner's set holidays each year:
 - i. Second half of Winter Break from December 26 at 4pm through and including New Year's Day.
 - ii. Halloween
 - iii. Mother's Day starting at 9am unless the child is already with Petitioner that weekend.
 - iv. Petitioner's birthday.
 - v. President's Day
- b. Respondent's set holidays each year:
 - i. First half of Winter Break from when school gets out until December 26th at 4pm.
 - ii. Thanksgiving Holiday except that in odd years, Petitioner shall have the child for Black Friday from Thanksgiving evening at 9pm until Saturday at 4pm.
 - iii. Father's Day starting at 9am until 8:30pm unless the child is already with Respondent that weekend.
 - iv. Respondent's birthday.
 - v. 4th of July.
 - vi. Pioneer Day.
- c. Petitioner shall have Fall Break in even years from the time school lets out until Sunday at 8:30pm.

- d. Respondent shall have Fall Break in odd years from the time school lets out until Sunday at 8:30pm.
- e. Petitioner shall have Easter Break in odd years starting 2027. Friday at 4pm until Sunday at 8:30pm.
- f. Respondent shall have Easter Break in even years starting 2026. Friday at 4pm until Sunday at 8:30pm.
- g. Petitioner shall have Spring Break in odd years starting 2027. Starting the Friday prior to the break at 4pm through the following Sunday at 8:30pm after the week break.
- h. Respondent shall have Spring Break in even years stating 2026. Starting the Friday prior to the break at 4pm through the following Sunday at 8:30pm after the week break.
- i. Monday holidays shall become part of the weekend. (Whoever has the weekend prior to the Monday holiday shall have the child that Monday through 8:30pm). Except for President's Day, as mentioned above.
- j. Child's Birthday. Respondent shall have parent time with the child on his birthday in even years. Petitioner shall have odd years. If the child's birthday is during the week, the parent who has the child for his birthday also has the weekend that follows.
- k. Summer Break.

- i. Petitioner shall have the first three weeks of June with Respondent having a weekly overnight from Wednesday at 4pm until Thursday at 4pm.
- ii. Respondent shall have the last week of June through July 31st at 8:30pm with Petitioner having up to 4 additional days of her choosing in July. Except for July 4, 10, and 24.
- iii. Petitioner shall have the first two weeks of August through August 14th uninterrupted. The regular schedule then resumes.

12. **Petitioner's May 2026 vacation:** Additional provision. May 1, 2, and 3 is currently Respondent's weekend. March 27, 28 and 29 is currently Petitioner's weekend. The parties agree that they shall exchange May 1-3 for March 27-29, 2026.

13. **Child Support:** Replacing paragraphs 14 through and including 18(a) of the Decree. Child support shall be calculated according to Utah Code Ann. §81-6-107 *et seq* using a sole custody child support worksheet. Respondent's gross monthly income is \$6,587.00 and Petitioner's gross monthly income is \$2,400.00. Respondent shall pay child support to Petitioner in the amount of \$712.00 per month, beginning April 1, 2026.

14. **Child Care:** Replacing paragraphs 11 and 31 of the Decree. If either party engages child care, that party is responsible for the child care expenses.

15. **Extracurricular Activities:** Additional provision. Sports and extracurricular activities shall be discussed in advance prior to any commitments. The parties shall equally share the costs of any agreed upon sports and extracurricular activities.
- a. Proof of payment shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment, with reimbursement to occur within the following thirty (30) days.
 - b. Any party unilaterally enrolling the minor child in extracurricular activities shall be responsible for the costs and it shall not interfere with the other party's parent time.
 - c. The parent exercising parent time during a time that the child has a game or extracurricular activity shall attend the event and ensure that the child is on time.
16. **Travel:** Replacing paragraph 10 and 12 of the Decree. Whenever the minor child travels with either parent overnight or longer, the following shall be provided to the other parent at least two weeks in advance, if possible. (1) an itinerary of travel dates, flight information, driver information, car insurance information; (2) addresses at destinations; (3) places where the minor child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the minor child's location. The parents shall not turn off the child's location on his phone or otherwise conceal the child's location.

17. **First Right of Refusal:** Additional provision. Each party shall have the first right of refusal if the other party will be unavailable to care for the child overnight. This provision applies only on weekends and during the summer.

18. **Medical and Health Care Expenses:** Replacing paragraph 30 of the Decree.

Pursuant to UCA §81-6-208, both parents are responsible for providing and maintaining health insurance and health care coverage for the medical expenses of their minor child if insurance for medical and dental expenses is available or becomes available to either parent at a reasonable cost and is accessible to the child.

a. **Health Insurance Premiums.** The parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. The party paying the health insurance premium may receive credit for the other parent's portion pursuant to UCA § 81-6-208.

b. **Double Coverage.** If the child is covered under both parents' insurance, then neither party shall reimburse the other for half of their share of the medical insurance premium.

- c. **Verification of Coverage.** The parent maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.
- d. **Uninsured Medical/Dental Expenses.** The parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents. If neither party is able to secure medical/dental insurance for the child at a reasonable cost, each party is responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
 - a. **Reimbursement for Expenses.** The parent who incurs medical and dental expenses shall 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 shall remit payment within 30 days of receipt of the verification.
 - b. If another member of the parent's household provides health insurance for the child, the parent may recover the other parent's share of the child's portion of the premium.

19. **Communication Between the Parties:** Adding to paragraph 7 of the Decree.

Communication may occur between Petitioner and Terry Peterson. Terry Peterson shall keep Respondent up to date regarding any communications between her and Petitioner.

PARENTING PLAN

20. **Advisory Guidelines:** Additional provisions. The parties shall follow the advisory guidelines set forth in Utah Code Ann. § 81-9-202 with the exception that to the extent Utah Code Ann. § 81-9-202 conflicts with any provision of the decree, the provisions of the decree shall be the controlling provision. These guidelines are incorporated to govern all parent-time arrangements between the parties.

- a. **Mutual Restraining Order:** The parties shall be restrained from disparaging the other party to or in the presence of the child and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third parties to also be so restrained. The parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place. The parties shall further cause any third parties, including relatives, from disparaging the other party or disparaging the parties' child. The parties shall be responsible to prevent any third-party unfair treatment of the minor child. The parties shall be permanently restrained from going to the home of the other party without

written consent, unless there for a parent time exchange or exercising parent time.

- b. **Emergency Medical Decisions:** The parent who has the child at the time they suffer a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent shall notify the other parent of the emergency immediately.
- c. **Day-to-Day Decisions:** Whichever parent has the child in their physical custody may make minor, day-to-day decisions regarding them and their care.
- d. **Address and Phone Number:** The parties shall keep each other informed of his and her contact information (address, phone, email) and update the other within 24 hours upon knowledge of any change.
- e. **Medical Information:** Both parties shall have the right to obtain medical information for the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. The parties shall keep the other party updated on all medical information regarding the child.
- f. **Safe Environment:** The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child;
- g. **Stability:** The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;

- h. **Notice of Activities:** Both parties shall be required to timely notify the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend. This includes, but is not limited to, all extra-curricular activity schedules, school events, etc. Each party shall provide the other party these schedules as soon as they receive them and shall make best efforts to immediately provide an electronic copy or notification of the events. Both parties shall have direct access to the activity schedules of the minor child.
- i. **Special Consideration for Events:** Special consideration shall be given by each parent to make the minor child available to attend family functions (which does not include regularly occurring weekly family dinners or events), 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. The parties shall make every effort to schedule their activities during their parent-time;
- j. **Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent shall allow others to permanently change the appearance of the bodies of the child, including but not limited to; body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

k. **No Illegal use of Drugs, prescription drugs or use of alcohol to excess:**

Each party shall refrain from the use of illegal drugs or prescription drugs used in a non-prescribed manner or from using alcohol to the level of intoxication when the child is present. Each party shall be prohibited from exposing the child to harmful substances such as drugs and alcohol.

l. **No Exposure to Pornography:** The parties shall not expose the minor child to pornographic material of any kind.

m. **Control of firearms:** Except for gun education or supervised hunting related activities with appropriate safety precautions, the parties shall not allow the child to be in the presence of firearms. All firearms shall otherwise be secured, locked, and inaccessible to the child.

OTHER PROVISIONS

21. **Taxes:** Replacing paragraph 29 of the Decree. The parties shall alternate years as it relates to claiming the child on state and federal tax returns. Petitioner shall claim the child in odd years and Respondent shall claim the child in even years.

22. **Relocation.** Replacing paragraph 13 of the Decree. Should either parent choose to relocate with the child, that parent shall provide at least 60 days written notice to the other party and strictly comply with the provisions of Utah Code Ann. § 81-9-209.

23. **Attorney's Fees:** Each party shall be responsible for his or her own attorney's fees.

24. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than enforcement action.

END OF ORDER

COURT SIGNATURE WILL APPEAR AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/Anthony Saunders

Anthony Saunders

Attorney for Petitioner

Signed by David J. Ostrowski

With permission from Anthony Saunders

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you may object to the form of the above Order by filing an objection within 7 days after service, plus 3 days if served by mail. After the time to object expires, the above Order will be filed with the Court for signature and entry.

/s/David Ostrowski

David Ostrowski

Attorney for Respondent

CERTIFICATE OF SERVICE

I certify that on June 1, 2026, I served a copy of the above document on the following people by the method indicated:

Anthony Saunders	☐ Mail
Attorney for Petitioner	☐ Electronic filing

	☐ Hand Delivery ☐ Fax ☒ Email ☐ Left at business ☐ Left at home
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/s/ David Ostrowski
David Ostrowski