

**IN THE COURT OF APPEALS OF OHIO
THIRD APPELLATE DISTRICT
HANCOCK COUNTY**

JESSICA R. MONTAGUE,

CASE NO. 5-26-01

PLAINTIFF-APPELLEE,

v.

BRANDON A. MONTAGUE,

**OPINION AND
JUDGMENT ENTRY**

DEFENDANT-APPELLANT.

**Appeal from Hancock County Common Pleas Court
Domestic Relations Division
Trial Court No. 2020 DR 272**

Judgment Affirmed

Date of Decision: October 5, 2026

APPEARANCES:

***William E. Clark* for Appellant**

***Justin R. Jaeger* for Appellee**

ZIMMERMAN, P.J.

{¶1} Defendant-appellant, Brandon A. Montague (“Brandon”), appeals the December 22, 2025 judgment entry of the Hancock County Court of Common Pleas, Domestic Relations Division modifying terms of the parties’ shared parenting plan. For the reasons that follow, we affirm.

{¶2} Brandon and Jessica R. Montague (“Jessica”) were married on July 10, 2009. Three minor children were born of the marriage: T.M. (born 2013), Lo.M. (born 2015), and Ly.M. (born 2018). On July 22, 2020, Jessica filed a complaint for divorce in the trial court. On August 11, 2020, Brandon answered the complaint and filed a counterclaim seeking a divorce from Jessica.

{¶3} On September 14, 2021, the parties were granted a divorce. At that time, the parties entered into a shared parenting plan. The shared parenting plan provided as follows:

Both parents shall be the residential parent of the minor children when s/he is in their care and control. After discussion, if the parents are unable to agree, then [Jessica] shall be the primary residential parent for school and medical purposes. Absent an agreement of the Parties or a subsequent Court Order, the minor children shall attend Arlington Local School District or any school selected by [Jessica] within a 30 (thirty) mile radius thereof.

[Brandon] shall receive parenting time as the Parties agree, however, if they are unable to agree then as follows effective 07/27/2021:

Alternating weekends from Friday at 5:00 p.m. to Sunday at 5:00 p.m.

Tuesday and Thursday from 5:00 p.m. until 7:00 a.m. on the following morning. [Brandon] shall provide both the pickup and return transportation of the minor children for the midweek schedule. In the summer if [Brandon] is not working and he notifies [Jessica] at least 48 hours in advance the return time is extended until 5:00 p.m.

. . .

[Jessica] shall receive parenting time at all times, not reserved to [Brandon] herein.

Unless stated otherwise, the receiving parent shall provide the transportation of the minor children.

The parents agree that [Jessica's] father . . . shall be the work-related daycare provider for the minor children (at [Jessica's] cost effective 7/30/2021) and that both parents shall utilize him for at least two (2) years following the filing of the Decree ordering this Shared Parenting Plan and thereafter, this requirement is subject to modification or subsequent mutual written agreement of the parents.

(Doc. No. 85). The shared parenting plan further provided that Brandon, as obligor, shall pay child support to Jessica in the amount of \$593.19, cash medical support of \$37.26, plus processing fees, for a total monthly obligation of \$643.06.

{¶4} On June 27, 2024, Brandon filed a motion to amend the shared parenting plan. Specifically, Brandon requested that the parties utilize a 5-2-5-2 parenting schedule as follows:

The parties shall participate in a 5/2/5/2 plan, with [Jessica] having the children every Monday and Tuesday and [Brandon] having the children every Wednesday and Thursday. The parties shall then alternate weekends from Friday 5:00 p.m. to Monday 5:00 p.m. Exchanges on Wednesday shall be at 5:00 p.m. The parent obtaining the children for parenting time shall be responsible for picking up the children from the other parent's house the evening of his/her companionship at 5:00 p.m.

(Doc. No. 98). Brandon also requested that the calculation of child support be modified and that Jessica be required to pay child support to him.

{¶5} On August 23, 2024, a guardian ad litem (“GAL”) was appointed to investigate and present recommendations regarding Brandon’s requested modifications. The GAL submitted his report on November 26, 2024. In his report, the GAL noted that the parties recently agreed to modify the existing shared parenting schedule such that Brandon takes the children directly to school on Tuesday and Thursday mornings instead of to Jessica’s home at 7:00 a.m. The GAL further noted that the children are well adjusted to the current parenting arrangement. The GAL stated as follows:

Both parents have done an excellent job in parenting these children and the children have adjusted quite well to shared parenting. I see no reason *not* to even out the parenting time and to adjust or eliminate an exchange.

(Emphasis in original.) (Court’s Exhibit AA). The GAL recommended “a 5-2 parenting plan, or a modified plan as suggested for Monday, Tuesday and Wednesday, Thursday.” (*Id.*).

{¶6} An evidentiary hearing was held before the trial court’s magistrate on December 3, 2024. At the hearing, the parties agreed to the following relevant stipulations:

4. Brandon’s current income is \$45,000/year.
5. Jessica’s current income is \$81,619.20/year.

6. Jessica continues to provide health insurance for the kids. Her cost is \$4,186.78/year.

7. The parties utilize Good Hope Lutheran Shining Stars for after-school work-related child care. The current cost for after-school care for the parties' children is approximately \$150/week.

8. During the summer, the cost for full-day child care is \$40/day per child, or \$600/week.

9. The parties will share equally in all educational school fees, expenses, including required supplies, school-related or agreed-upon extracurricular activities expenses, including equipment, lessons, fees, instruments, uniforms and special outfits, school lunch accounts, field trip expenses, agreed-upon camps, and out-of-pocket health care expenses. Each of the parties shall also be responsible for providing the children with appropriate clothing during his/her parenting time.

10. Due to Jessica's coverage of private health insurance and the cost-splitting arrangement of the parties, "cash medical support" is deviated to zero dollars.

. . .

12. The allocation of income tax exemptions related to the parties' minor children shall remain the same as under the 2021 shared parenting plan, but it is clarified that [Lo.M.] shall be deemed to spend 51% of the time annually with [Brandon] and [T.M.] and [Ly.M.] shall be deemed to spend 51% of the time annually with [Jessica].

(Doc. No. 134).

{¶7} Brandon testified at the hearing that he wanted the children on a "set schedule that . . . remains the same week to week, that doesn't change." (Dec. 3, 2024 Tr. at 21). Brandon believed that his proposed 5-2-5-2 parenting schedule would provide "consistency" for the children. (*Id.*). In contrast, Jessica testified

that she wanted the children to stay on the existing shared parenting schedule. In the alternative, Jessica testified that she would be agreeable to expanding the existing schedule to include Sunday overnights on each parent's weekend as being in the children's best interest.

{¶8} On April 24, 2025, the magistrate issued her decision concluding that Brandon's proposed 5-2-5-2 plan "should not be adopted by the Court as it would require the most disruption to the children." (Doc. No. 139). The magistrate determined that the existing shared parenting schedule "should be expanded to include Sundays overnight on each parent's weekend." (*Id.*). The magistrate recommended as follows:

[Brandon] should exercise parenting time on alternating weekends from Thursday evening after school through Monday morning school start time, or Monday afternoon at 5:00 p.m. if there is no school on that Monday. [Brandon] should also continue to parent the children overnight on Tuesdays and Thursdays each week, from afterschool (or 5:00 p.m. if there is no school) until the school start time on the following day. The time for exchange, 5:00 p.m. if there is no school, should also apply to the mornings/days on which [Jessica] is taking the children to school.

(*Id.*). With respect to child support, the magistrate recommended as follows:

Effective on the same date as the judgment entry implementing the recommendation for parenting time contained in this [Decision], [Brandon's] child support obligation to [Jessica] should terminate and [Jessica's] obligation should begin. [Jessica] should pay child support to [Brandon] of \$0.00 per month, as and for current support of the minor children, and pay \$0.00 per month for cash medical support of the minor children. [Jessica's] total child support should thus be \$0.00 per month. This calculation contains a 10% deviation on line 19a, a 50% deviation on line 25a and a child care offset deviation on line

25b, as reflected on the child support worksheet. Cash medical support is deviated to \$0 on line 28a.

(*Id.*). Thus, in addition to terminating Brandon's child support obligation to Jessica, the magistrate recommended deviating Jessica's child support obligation to zero.¹ The magistrate further recommended that "[GAL] fees and the court costs shall be paid equally by the parties. Each party shall be responsible for his/her attorney fees." (*Id.*).

{¶9} Brandon timely filed his objections to the magistrate's decision. In particular, Brandon objected to the magistrate's failure to adopt the 5-2-5-2 plan as proposed in his motion. Brandon further objected to the magistrate's calculation of child support wherein Jessica, as obligor, pays nothing in child support. Brandon also objected to the effective date when his child support obligation terminates. Finally, Brandon objected to the magistrate's equal allocation of GAL fees and court costs.

{¶10} On December 17, 2025, the trial court issued its decision overruling Brandon's objections.

{¶11} On December 22, 2025, the trial court entered its judgment modifying terms of the parties' shared parenting plan.

¹ A review of the child support worksheet attached to the magistrate's decision reflects that the statutory amount of Jessica's annual child support obligation on line 18d is \$16,281.51. Under the magistrate's recommended deviations, Jessica's annual child support obligation of \$16,281.51 is reduced to \$14,653.36 (10% deviation for parenting time that exceeds 90 overnight visits per year) and Jessica's monthly support obligation of \$1,221.11 ($\$14,653.36 \div 12 = \$1,221.11$) is reduced to \$610.55 (50% deviation for extended parenting time). The magistrate further recommended deviating Jessica's monthly child support obligation due to "high child care cost for [Jessica] in summer months." (Doc. No. 139).

{¶12} On January 5, 2026, Brandon filed his notice of appeal, raising three assignments of error for our review.

First Assignment of Error

The Trial Court’s Decision To Reject The Guardian Ad Litem’s Recommendation Was Unsupported By Competent, Credible Evidence.

{¶13} In his first assignment of error, Brandon argues that the trial court abused its discretion by not adopting his proposed 5-2-5-2 plan. Specifically, Brandon argues that the GAL recommended modifying the parenting schedule to a “5-2 plan” and the trial court’s decision not to follow the GAL’s recommendation is unreasonable, arbitrary, and unconscionable.

Standard of Review

{¶14} “In determining the allocation of parental rights and responsibilities, the trial court is granted broad discretion.” *Sanders-Bechtol v. Bechtol*, 2009-Ohio-186, ¶ 22 (3d Dist.). “Accordingly, a trial court’s decision regarding the allocation of parental rights and responsibilities that is supported by a substantial amount of competent and credible evidence will not be reversed on appeal absent an abuse of discretion.” *Id.* An abuse of discretion suggests that the trial court’s decision is unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983).

Analysis

{¶15} “R.C. 3109.04 establishes the process for allocating parental rights and responsibilities between the parents of a minor child.” *Bruns v. Green*, 2020-Ohio-4787, ¶ 8. When a trial court must determine whether modification of a shared parenting plan is appropriate, R.C. 3109.04(F)(1) provides as follows:

In determining the best interest of a child pursuant to this section, whether on an original decree allocating parental rights and responsibilities for the care of children or a modification of a decree allocating those rights and responsibilities, the court shall consider all relevant factors, including, but not limited to:

- (a) The wishes of the child’s parents regarding the child’s care;
- (b) If the court has interviewed the child in chambers pursuant to division (B) of this section regarding the child’s wishes and concerns as to the allocation of parental rights and responsibilities concerning the child, the wishes and concerns of the child, as expressed to the court;
- (c) The child’s interaction and interrelationship with the child’s parents, siblings, and any other person who may significantly affect the child’s best interest;
- (d) The child’s adjustment to the child’s home, school, and community;
- (e) The mental and physical health of all persons involved in the situation;
- (f) The parent more likely to honor and facilitate court-approved parenting time rights or visitation and companionship rights;
- (g) Whether either parent has failed to make all child support payments, including all arrearages, that are required of that parent pursuant to a child support order under which that parent is an obligor;

(h) Whether either parent or any member of the household of either parent previously has been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child; whether either parent, in a case in which a child has been adjudicated an abused child or a neglected child, previously has been determined to be the perpetrator of the abusive or neglectful act that is the basis of an adjudication; whether either parent or any member of the household of either parent previously has been convicted of or pleaded guilty to a violation of section 2919.25 of the Revised Code or a sexually oriented offense involving a victim who at the time of the commission of the offense was a member of the family or household that is the subject of the current proceeding; whether either parent or any member of the household of either parent previously has been convicted of or pleaded guilty to any offense involving a victim who at the time of the commission of the offense was a member of the family or household that is the subject of the current proceeding and caused physical harm to the victim in the commission of the offense; and whether there is reason to believe that either parent has acted in a manner resulting in a child being an abused child or a neglected child;

(i) Whether the residential parent or one of the parents subject to a shared parenting decree has continuously and willfully denied the other parent's right to parenting time in accordance with an order of the court;

(j) Whether either parent has established a residence, or is planning to establish a residence, outside this state.

{¶16} Additionally, when determining whether shared parenting is in the best interest of the child, the trial court must consider R.C. 3109.04(F)(2), which states:

In determining whether shared parenting is in the best interest of the children, the court shall consider all relevant factors, including, but not limited to, the factors enumerated in division (F)(1) of this section, the factors enumerated in section 3119.23 of the Revised Code, and all of the following factors:

(a) The ability of the parents to cooperate and make decisions jointly, with respect to the children;

(b) The ability of each parent to encourage the sharing of love, affection, and contact between the child and the other parent;

(c) Any history of, or potential for, child abuse, spouse abuse, other domestic violence, or parental kidnapping by either parent;

(d) The geographic proximity of the parents to each other, as the proximity relates to the practical considerations of shared parenting;

(e) The recommendation of the guardian ad litem of the child, if the child has a guardian ad litem.

{¶17} Finally, R.C. 3109.04(F)(3) provides that, “[w]hen allocating parental rights and responsibilities for the care of children, the court shall not give preference to a parent because of that parent’s financial status or condition.”

{¶18} In the April 24, 2025 magistrate’s decision, the magistrate considered the best-interest factors under R.C. 3109.04(F)(1) and (2) when determining whether to modify the parties’ existing shared parenting schedule and adopt Brandon’s proposed 5-2-5-2 plan. In assessing the children’s best interest under R.C. 3109.04(F)(1), the magistrate found the following factors: R.C. 3109.04(F)(1)(a), even though “[b]oth parties seek changes to the terms of their shared parenting arrangement[,] [n]either is accepting of the proposals made by the other”; R.C. 3109.04(F)(1)(b), the wishes of the two older children were expressed during in camera interviews and considered by the magistrate; R.C. 3109.04(F)(1)(c), the children “have good relationships with both maternal and

paternal grandparents” and “have adapted well to the current shared parenting plan and are likely to adapt to moderate changes made”; R.C. 3109.04(F)(1)(d), the children are well adjusted to both homes and the homes are approximately 20 minutes apart, “close enough to allow for frequent exchanges of the children”; R.C. 3109.04(F)(1)(e), “[n]either party appears to suffer from any illness that impacts parenting ability”; R.C. 3109.04(F)(1)(f), “[t]he parties have worked together to modify parenting time prior to the filing of the pending motion, thus demonstrating that the parents are able to communicate effectively”; R.C. 3109.04(F)(1)(g), a child support order is in place and Brandon, as obligor, is current in his child support obligation; R.C. 3109.04(F)(1)(h), neither party has been convicted of any crime related to child abuse or neglect; R.C. 3109.04(F)(1)(i), neither party has denied the other parent’s right to parenting time; and R.C. 3109.04(F)(1)(j), neither party has expressed an intent to establish a residence outside this state. (Doc. No. 139).

{¶19} Moreover, the magistrate considered the factors under R.C. 3109.04(F)(2) and found the following: R.C. 3109.04(F)(2)(a), “[t]he existing schedule has worked well since 2021” and “[t]he parties have made slight[] modifications to the shared parenting plan by agreement, such as having [Brandon] take the children directly to school instead of returning to [Jessica’s] home at 7:00 a.m. before school”; R.C. 3109.04(F)(2)(b), the children have frequent contact with both parents, including phone calls and electronic messaging when at the home of the other parent, and “[b]oth parents facilitate and encourage this remote contact

nearly daily by providing communication access and privacy for contacts”; R.C. 3109.04(F)(2)(d), “[Brandon] resides close enough to provide transportation to school with reasonable efforts”; and R.C. 3109.04(F)(2)(e), the GAL recommended “modifying the parenting schedule to a ‘5-2’ plan on the basis that fewer exchanges would be had between the parties and that the children were of sufficient age to spend longer blocks of time with each parent.” (Doc. No. 139).

{¶20} Additionally, the magistrate compared the number of consecutive nights each parent has with the children per month and the number of exchanges between homes as follows:

In the shared parenting plan proposed by [Brandon] and endorsed by the [GAL], each parent has five consecutive nights with the children twice per month. The remaining ten nights are spent in pairs of two nights before moving to the other parent’s residence. Each parent would receive either fifteen or sixteen nights per month depending on whether there were thirty or thirty-one days in the month. The children would change homes only ten times per month.

In the schedule proposed by [Jessica] as an alternative if the existing schedule was not kept, by adding Sunday nights to [Brandon’s] weekends twice per month, each parent would have four consecutive nights with each parent, twice per month. With [Jessica] parenting on Monday and Wednesday nights, and [Brandon] parenting on Tuesday and Thursday nights as they currently do, then the remaining fourteen nights are spent at one residence before moving to the other for the following night. The children would change homes eighteen times per month.

(Doc. No. 139). Ultimately, the magistrate recommended that Brandon’s proposed 5-2-5-2 plan should not be adopted and that the parties’ existing schedule should be expanded to include Sunday overnights on each parent’s weekend.

{¶21} In its December 17, 2025 decision overruling Brandon’s objections to the magistrate’s decision, the trial court found the magistrate’s recommendation to be “thoughtful, well-reasoned, considered the relevant statutory factors, and is in the best interest of the children.” (Doc. No. 152). The trial court noted that both parties testified as to their preferences regarding parenting time and their respective understanding of “consistency” for the children. The trial court further noted that the magistrate “had the opportunity to hear and evaluate the testimony of both parties, to consider the [GAL’s] comments and written report, and to conduct in camera interviews with each of the three minor children.” (*Id.*). See *Gunka v. Gunka*, 2015-Ohio-1888, ¶ 33 (3d Dist.) (noting that “the magistrate was in the best position to weigh the evidence and judge the credibility of witnesses by viewing the demeanor, voice inflections, eye movements, and gestures as they testified before him”).

{¶22} On appeal, Brandon argues that the trial court abused its discretion by not following the GAL’s recommendation to adopt the 5-2-5-2 parenting schedule. Even though Brandon acknowledges that the GAL’s recommendation is not binding on the court, he contends that “disregarding the GAL’s recommendation is clear evidence that [the] decision was unsupported by competent, credible evidence.” (Appellant’s Reply Brief at 2). Brandon further asserts that “no witness testified that the GAL’s proposed schedule would hurt the children” and “[n]o credible

evidence was introduced demonstrating that the GAL's recommendation failed to promote the [children's] best interest." (Appellant's Brief at 8). We disagree.

{¶23} At the December 3, 2024 hearing, Brandon testified that his proposed plan would provide "consistency" for the children in that "[e]very day of the week, they're going to be either at their mother's house on that day, that evening, or at their father's house on that day, that evening." (Dec. 3, 2024 Tr. at 21). Brandon further testified that his proposed plan would eliminate the number of exchanges between homes and "you get them on a set schedule, that way you can be with them for, you know, about five days in a row." (*Id.* at 22).

{¶24} On cross-examination, Brandon reiterated that his proposed plan would provide "consistency" for the children by "[h]aving five consecutive days" together "with each parent to build those relationships to foster the relationships with our children." (*Id.* at 50-51). When asked why he believed the children would benefit from longer parenting time with each parent, Brandon replied that "it boils down to having a set schedule with the children where she and I can both interact with them consecutive days." (*Id.* at 52).

{¶25} Jessica testified at the hearing that Brandon's proposed 5-2-5-2 plan is not in the children's best interest due to the "large amount of time away from either parent." (*Id.* at 121). Jessica stated that the parties "currently share close to 50/50" parenting and "having a large gap in time for the children is a detriment to their well-being emotionally." (*Id.* at 83). Jessica wanted the children to stay on their

existing schedule since “[i]t’s been working well for three years” and provides “more consistency with the children getting to see each parent frequently.” (*Id.* at 86-87). Jessica testified that the children “are at a young age still where that is a necessary situation.” (*Id.* at 87). As an alternative to the 5-2-5-2 plan, Jessica proposed keeping “[t]he current schedule that we have with possibly adding that Sunday overnight.” (*Id.* at 85). Jessica explained that the children sometimes cry during parenting exchanges and that she receives many phone calls during Brandon’s parenting time. A screenshot from Jessica’s phone was introduced as Plaintiff’s Exhibit 6 to show that Jessica receives frequent calls from the children during Brandon’s parenting time.

{¶26} On cross-examination, Jessica reiterated that she was opposed to the 5-2-5-2 plan due to the “large gap in time.” (Dec. 3, 2024 Tr. at 128). When asked if she opposed the plan because she did not want to be away from the children for five nights, Jessica replied, “No, sir. I believe the exhibit that my attorney had presented regarding how often the children called during their nights would be the reason I would oppose that.” (*Id.* at 129). When asked if she had any difficulty getting the children to go for parenting time with their father, Jessica responded, “I do have to encourage them at times to go for visitation, yes.” (*Id.* at 136).

{¶27} After reviewing the record, we conclude that the trial court’s decision regarding parenting time is not an abuse of discretion. Even though the GAL recommended that Brandon’s proposed 5-2-5-2 plan be adopted, the trial court’s

decision to reject the plan is not unreasonable, arbitrary, or unconscionable. Moreover, the trial court's decision to modify the existing shared parenting schedule to include Sunday overnights on each parent's weekend is supported by competent and credible evidence.

{¶28} Accordingly, Brandon's first assignment of error is overruled.

Second Assignment of Error

The Trial Court Abused Its Discretion In Calculating And Applying Child Support Deviations And In Determining The Effective Date Of The Modified Child Support Order.

{¶29} In his second assignment of error, Brandon argues that the trial court abused its discretion in the calculation of child support. Specifically, Brandon argues that the trial court abused its discretion by deviating Jessica's child support obligation to zero and by failing to terminate his child support obligation as of the date of filing of his motion to amend.

Standard of Review

{¶30} "[A] trial court has broad discretion in determining child support obligations, which will not be disturbed absent an abuse of discretion." *Miller v. Dendinger*, 2021-Ohio-546, ¶ 44 (3d Dist.). Again, an abuse of discretion suggests that the trial court's decision is unreasonable, arbitrary, or unconscionable. *Blakemore*, 5 Ohio St.3d at 219.

Analysis

{¶31} When issuing an order of child support, the trial court “shall calculate the amount of the parents’ child support and cash medical support in accordance with the basic child support schedule, the applicable worksheet, and the other provisions of Chapter 3119 of the Revised Code.” R.C. 3119.02. “The amount of child support established by this calculation produces a rebuttable presumption of the proper amount of child support.” *Miller* at ¶ 44, citing R.C. 3119.03. However, when a shared parenting plan is utilized, such as in this case, R.C. 3119.24(A) grants the trial court the discretion to deviate from the guideline amount if that amount would be “unjust or inappropriate to the children or either parent and therefore not in the best interest of the child because of the extraordinary circumstances of the parents or because of any other factors or criteria set forth in section 3119.23 of the Revised Code[.]” R.C. 3119.24(A)(1). For purposes of deviating from the guideline amount of child support, “extraordinary circumstances of the parents” includes all of the following:

- (1) The ability of each parent to maintain adequate housing for the children;
- (2) Each parent’s expenses, including child care expenses, school tuition, medical expenses, dental expenses, and any other expenses the court considers relevant;
- (3) Any other circumstances the court considers relevant.

R.C. 3119.24(B).

{¶32} In addition, R.C. 3119.23 contains a list of factors a trial court may consider in determining whether to deviate from the guideline amount of child support as computed in the child support worksheet. In this case, the relevant factors are as follows:

(C) Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child or children for parenting time;

...

(E) The relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent;

...

(I) Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing;

...

(Q) Any other relevant factor.

R.C. 3119.23. The trial court may also consider a deviation under R.C. 3119.231 where the parenting time exceeds 90 overnights per year.

{¶33} In the April 24, 2025 magistrate's decision, the magistrate found that the amount of Jessica's child support calculated using the worksheet would be unjust and inappropriate and that a deviation from the guideline amount was necessary. The magistrate recommended a ten percent deviation for parenting time that exceeds 90 overnight visits per year, a fifty percent deviation for extended

parenting time, and a deviation for “high child care cost for [Jessica] in summer months.” (Doc. No. 139). As a result of the magistrate’s recommended deviations, Jessica’s child support obligation was reduced to zero.

{¶34} In its December 17, 2025 decision overruling Brandon’s objections to the magistrate’s decision, the trial court noted that child care expenses have a “substantial financial impact on [Jessica’s] household.” (Doc. No. 152). Whereas, “[t]he evidence established that [Brandon] will not incur comparable summer child care expenses during his parenting time, as he intends to rely on child care provided by a grandparent.” (*Id.*). Thus, the trial court determined that “the child care expenses borne by [Jessica] are significant in this case and further support, rather than undermine, the magistrate’s decision to apply a deviation to the worksheet.” (*Id.*).

{¶35} On appeal, Brandon argues that the trial court abused its discretion in the calculation of child support. Specifically, Brandon argues that the trial court’s decision to deviate Jessica’s child support obligation to zero is unsupported by the evidence in the record. Brandon further argues that the trial court’s failure to retroactively terminate his child support obligation is an abuse of discretion. We disagree.

{¶36} Brandon testified at the hearing that he planned to use his mother to care for the children in the summer months during his parenting time. Brandon explained, “[T]here is a plan going forward. My mother will be retiring from her

position where she works, so she will - - if I need to - - use her services to watch the children, she would be able to provide to come and watch my children at my house.” (Dec. 3, 2024 Tr. at 27). Brandon testified regarding his financial situation and monthly expenses. A copy of Brandon’s monthly checking account statements was introduced as Defendant’s Exhibit A and a spreadsheet of his monthly expenses was introduced as Defendant’s Exhibit B. Brandon testified that his income is sufficient to cover his monthly expenses such that he typically maintains a balance of \$10,000 in his checking account.

{¶37} On cross-examination, Brandon stated that the parties should continue to use the current after-school care provider for the children and share in the expense. As to care for the children during the summer months, Brandon stated that each party should be responsible for their own child care expense. Brandon reiterated that his mother could care for the children in the summer months during his parenting time. Moreover, when asked when his child support obligation should terminate, Brandon replied, “Whenever the court sees fit. Whenever - - whenever it needs to change.” (Dec. 3, 2024 Tr. at 54).

{¶38} Brandon admitted on cross-examination that he has received financial assistance from his family over the years. Brandon’s father purchased a vehicle for him prior to the parties’ divorce in 2021. Brandon’s family also assisted in the purchase of his home. When asked why he was requesting child support from Jessica, Brandon replied, “I would like the courts to decide that.” (*Id.* at 61).

Brandon was then asked, “So it’s not because of any particular financial stress in your budget, it’s more that you have the right to seek it so you are seeking it?” (*Id.*). Brandon replied, “Correct.” (*Id.*).

{¶39} On redirect, Brandon clarified that once his child support obligation is terminated, his monthly expenses will increase since he will be responsible for child care during his parenting time. “That’s why I’m pursuing child support. My expenses will become more. That’s why I’m asking for additional help.” (*Id.* at 63). When asked by the magistrate if he planned to pay his mother for child care, Brandon replied, “I do not know. That’s - - that’s to be determined. We have not discussed that.” (*Id.* at 70).

{¶40} Jessica testified at the hearing that she currently pays all of the child care expenses and Brandon pays child support to her in the approximate amount of \$600 per month. Jessica further testified that she was agreeable to the parties sharing the expense of after-school child care, being approximately \$300 per month for each parent. During the summer months, Jessica stated that she planned to use the current child care provider at a cost of \$1,200 per month. Jessica was agreeable to Brandon using his mother for summer child care during his parenting time and each parent paying their own cost for child care during the summer months. Jessica testified that child support would not be needed for either party as long as each party was responsible for their own child care cost.

{¶41} Jessica further testified regarding her financial situation and monthly expenses. A statement of Jessica's expenses was introduced as Plaintiff's Exhibit 12. Jessica testified that she owes \$19,000 in attorney fees and guardian ad litem fees from the parties' divorce in 2021, and makes monthly payments of \$550 on the amount owed. In addition to the summer child care cost of \$1,200 per month—and the likelihood of no longer receiving child support from Brandon, Jessica stated that her monthly budget would be too tight to pay child support to Brandon.

{¶42} On cross-examination, Jessica admitted that she received \$6,000 from an online fundraising account set up by a friend to assist in paying attorney fees in this matter. On redirect, Jessica clarified that she did not ask her friend to set up the account and that she tried to dissuade her friend from doing so. Jessica further testified that she would be agreeable to having Brandon's child support obligation terminate so long as he takes over paying one-half of the child care cost during the school year.

{¶43} Based on our review of the record, we conclude that the trial court's decision to deviate from the guideline amount of child support is not an abuse of discretion. The magistrate considered each parent's expenses—including Jessica's high child care cost in the summer months—and the parties' extended parenting time. *See* R.C. 3119.23(C); R.C. 3119.24(B)(2). Moreover, in overruling Brandon's objection to the magistrate's decision, the trial court considered the relative financial resources of each parent and the impact of child care expenses on

each household. *See* R.C. 3119.23(D); R.C. 3119.24(B)(2). Furthermore, the record supports the trial court's decision to deviate Jessica's child support obligation to zero. Brandon presented no evidence as to his anticipated expense for child care in the summer months. In contrast, Jessica testified that she planned to use the current child care provider during the summer months at an anticipated expense of \$1,200 per month. Due to the parties' relative financial resources and the high child care expense for Jessica in the summer months, the trial court's decision to deviate Jessica's child support obligation to zero is not unreasonable, arbitrary, or unconscionable.

{¶44} We further conclude that the trial court's decision to not retroactively terminate Brandon's child support obligation is not an abuse of discretion. The record supports the trial court's decision to terminate Brandon's child support obligation to coincide with the change in the parenting schedule. Prior to the change, Jessica was solely responsible for the expense of child care for the children. In light of the parties' respective financial resources and Brandon's testimony expressing no preference as to when his child support obligation should terminate, the trial court's decision is not unreasonable, arbitrary, or unconscionable.

{¶45} Accordingly, Brandon's second assignment of error is overruled.

Third Assignment of Error

**The Trial Court Abused Its Discretion When Determining The
Obligation To Pay Court Costs And Guardian Ad Litem Fees.**

{¶46} In his third assignment of error, Brandon argues that the trial court abused its discretion by not ordering Jessica to pay all of the court costs and GAL fees.

Standard of Review

{¶47} “[A] trial court has the discretion to determine the proper allocation of court costs between the parties.” *Young v. Young*, 2026-Ohio-883, ¶ 92 (3d Dist.). Similarly, “the trial court ha[s] discretion over the amount of GAL fees and their allocation.” *Cichanowicz v. Cichanowicz*, 2013-Ohio-5657, ¶ 106 (3d Dist.). Thus, we review a trial court’s ruling regarding the allocation of court costs and GAL fees for an abuse of discretion. Once again, an abuse of discretion suggests that the trial court’s decision is unreasonable, arbitrary, or unconscionable. *Blakemore*, 5 Ohio St.3d at 219.

Analysis

{¶48} In this case, the magistrate recommended that it is “necessary, equitable and [] in the children’s best interests” that “[GAL] fees and the court costs should be paid equally by the parties.” (Doc. No. 139). Brandon objected to this recommendation, arguing that Jessica should pay all of the court costs and GAL fees from the \$6,000 she received from an online fundraising account set up by a friend. In overruling Brandon’s objection, the trial court reviewed the evidence and determined that “the \$6,000 appears to be a one-time ‘gift’ of donations to [Jessica].” (Doc. No. 152). The trial court found “nothing in the record which

supports a division of [GAL] fees and costs other than what the magistrate decided.” (*Id.*). Accordingly, the trial court ordered that “[GAL] fees and court costs shall be paid equally by the parties.” (Doc. No. 153).

{¶49} On appeal, Brandon contends that he is the prevailing party under Civ.R. 54(D) and that the trial court abused its discretion by ordering him to pay one-half of the court costs and GAL fees.² Specifically, Brandon argues that Jessica should be ordered to pay all of the court costs and GAL fees since she requested the GAL, paid the GAL’s deposit, and received \$6,000 in donations “under the false pretense that [Brandon] was some kind of dead-beat who didn’t take care of his children.” (Appellant’s Brief at 21).

{¶50} As discussed above, the GAL was appointed in this case to assist the court in its determination of the children’s best interest related to Brandon’s motion to amend the parties’ shared parenting plan. Moreover, our review of the record reveals that Brandon did not object to the appointment of the GAL, even if he was not the party who initially requested that the GAL be appointed. Even assuming *arguendo* that Brandon is the prevailing party in this matter, the magistrate recommended that it is necessary, equitable, and in the children’s best interest to allocate the court costs and GAL fees equally between the parties—and the trial court agreed. Based on the record before us, we simply cannot say that the trial

² Civ.R. 54(D) provides that, “[e]xcept when express provision therefor is made either in a statute or in these rules, costs shall be allowed to the prevailing party *unless the court otherwise directs.*” (Emphasis added.)

court abused its discretion by ordering that the court costs and GAL fees shall be equally paid by the parties.

{¶51} Accordingly, Brandon's third assignment of error is overruled.

{¶52} Having found no error prejudicial to the appellant herein in the particulars assigned and argued, we affirm the judgment of the trial court.

Judgment Affirmed

WILLAMOWSKI and WALDICK, J.J., concur.

JUDGMENT ENTRY

For the reasons stated in the opinion of this Court, the assignments of error are overruled and it is the judgment and order of this Court that the judgment of the trial court is affirmed with costs assessed to Appellant for which judgment is hereby rendered. The cause is hereby remanded to the trial court for execution of the judgment for costs.

It is further ordered that the Clerk of this Court certify a copy of this Court's judgment entry and opinion to the trial court as the mandate prescribed by App.R. 27; and serve a copy of this Court's judgment entry and opinion on each party to the proceedings and note the date of service in the docket. *See* App.R. 30.

William R. Zimmerman, Judge

John R. Willamowski, Judge

Juergen A. Waldick, Judge

DATED:
/hls