

SUMMARY STATEMENT
Jonathan Attaway v. Jadyn Sandmeyer
Docket No. 52677

This case arises from a dispute over the interpretation and enforcement of a stipulated judgment entered in August 2024. The parties, Jonathan Attaway and Jadyn Sandmeyer, were never married and share a minor child, J.A. The stipulated judgment established joint legal and physical custody of J.A. with primary custody vested in Sandmeyer. Paragraph 4 of the stipulated judgment states: “In the event [Sandmeyer] relocates outside of the State of Idaho with the minor child, [Attaway] shall have parenting time as follows.” The rest of paragraph 4 sets out an alternate set of custody terms in the event Sandmeyer moves out of state. Paragraph 5 states: “The parties shall be entitled to reside anywhere within the State of Idaho. In the event one party moves a distance greater than 30 miles, the parties shall meet at a neutral half-way location for all custodial exchanges.”

Sandmeyer relocated to Texas with J.A. In response, Attaway filed a petition to enforce parenting time, arguing the stipulated judgment required her to seek permission prior to moving. The magistrate court held a hearing and ordered J.A.’s return within thirty days, finding that the provision in paragraph 5 that the parties “shall be entitled to reside anywhere within the State of Idaho” grants express permission, and because paragraph 4 contains no such language, permission must be obtained to move out of state. Sandmeyer subsequently filed a motion to reconsider, arguing that the stipulated judgment allowed her to relocate without first obtaining permission from Attaway (or the magistrate court) because the phrase “in the event” inherently grants permission. The magistrate court denied the motion to reconsider and reaffirmed that J.A. must be returned to Idaho. Sandmeyer appealed, arguing the magistrate court erred by interpreting the stipulated judgment as requiring her to seek permission for the move to Texas.

The Court of Appeals reversed the magistrate court, holding the magistrate court’s interpretation was incorrect as a matter of law. When looking at the language of the judgment as a whole, including the phrase “in the event,” the Court held permission for Sandmeyer to relocate was not required because the plain language is devoid of any provision that establishes such a requirement. A potential relocation was contemplated by the parties and the judgment accommodated such a move with an alternate custody arrangement. Thus, the Court reversed the decision, and the case was remanded to the magistrate court.

This summary constitutes no part of the opinion of the Court but has been prepared by court staff for the convenience of the public.