

IN THE COURT OF APPEALS OF IOWA

No. 3-276 / 12-2030

Filed April 24, 2013

**IN RE THE MARRIAGE OF SEAN M. FROST
AND NAOMI S. FROST, n/k/a NAOMI S. DORAN**

**Upon the Petition of
SEAN M. FROST,**
Petitioner-Appellant,

**And Concerning
NAOMI S. FROST, n/k/a NAOMI S. DORAN,**
Respondent-Appellee.

Appeal from the Iowa District Court for Marshall County, Michael J. Moon,
Judge.

Sean Frost appeals the district court's order modifying the physical care
provisions of the parties' dissolution decree. **AFFIRMED.**

Barry S. Kaplan and Melissa A. Nine of Kaplan, Frese & Nine, L.L.P.,
Marshalltown, for appellant.

Laura A. Sopher of Grimes, Buck, Schoell, Beach & Hitchins,
Marshalltown, for appellee.

Considered by Vogel, P.J., and Potterfield and Doyle, JJ.

DOYLE, J.

Sean Frost appeals the district court's order modifying the physical care provisions of the parties' dissolution decree, raising a plethora of complaints in regard to the district court's decision to discontinue the parties' joint physical care arrangement and place their two children in the physical care of their mother rather than with him. Upon our de novo review, we are in agreement with the district court that "[t]he parents are not able to communicate about anything" and "[t]he evidence has clearly demonstrated that a change of physical care of the children is mandated in this case." See *In re Marriage of Malloy*, 687 N.W.2d 110, 113 (Iowa Ct. App. 2004) (setting forth standard for modification).

Although we in no way condone the actions of either party that have effectuated and maintained the controversy between them (which unfortunately has involved the children at times), we find Naomi Doran has shown the ability to render "better" parenting. See *Melchiori v. Kooi*, 644 N.W.2d 365, 369 (Iowa Ct. App. 2002). We conclude Naomi proved her entitlement to a modification of the physical care provision of the dissolution decree and we affirm the order of the district court.

Both parties seek an award of appellate attorney fees. Because Naomi's income is not significantly lower than Sean's, we conclude each party shall bear his or her own fees.

Costs of appeal are assessed to Sean.

AFFIRMED.