The Order of the Court is stated below:
Dated: October 07, 2026 09:38:41 PM **/s/** KASEY L WRIGHT
District Court Judge

Robert M. Jepson #20265

rob@robjepsonmediation.com

385-312-3406

179 North 1200 East Suite 101

Lehi, Utah 84043

Attorney-Mediator for the Parties

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of	DECREE OF DIVORCE Case No.: 264402615 Judge: KASEY L WRIGHT Commissioner: DUSTIN HARDY
STEPHEN TOBIAN, Petitioner, and NIKOLE TOBIAN, Respondent.	

This Court having reviewed the parties' Stipulation and Settlement Agreement, and

having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

CUSTODY & PARENT TIME

1. **Physical Custody.** The parties agree to share joint physical custody on a 50-50 basis. They will follow a 2-2-5 schedule, as depicted below, unless they mutually agree otherwise.

	Mon	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**
Week 1	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 2	Mother	Mother	Father	Father	Father	Father	Father
Week 3	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 4	Mother	Mother	Father	Father	Father	Father	Father

2. **Transportation.** The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence. Exchanges during non-school days should be at 9:00 a.m. unless the parties agree otherwise.
3. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, including virtual parent-time if the equipment is reasonably available. The children shall be able to contact the parents at any reasonable time.

4. **Summer Time.** Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Stephen will elect first. On even years, Nikole will elect first. The party electing first must provide the other with notice of their chosen dates by April 1st of each year. The other party should provide notice of their chosen dates by April 15th. The two week blocks should not conflict with the other party's holiday time, such as July 4th or July 24th.
5. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code §81-9-303. Nikole shall be designated the "custodial parent" for purposes of the holiday rotation, only. This designation should not imbue Mother with any additional rights or any additional interpretations of the phrase "custodial parent."
6. **Special Events**. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.
7. **Relocation.** The parties will be bound by Utah Code §81-9-209.
8. **Legal Custody.** The parties shall have joint legal custody.

9. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

10. **Day to Day Decisions.** Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care. Neither party should attempt to control the day-to-day decisions of the other party.
11. **Major Decisions.** The major decisions concerning the children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.
    a. School: The parties agree the child should continue at their current school and subsequent schools in their pipeline, unless the parties mutually agree otherwise or both parties move outside of the children's current school district.
12. **Notification of Children's Events.** Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.
13. **Travel.** When the children travel with either parent out of state, or overnight, all of the following will be provided to the other parent at least 24 hours prior to departure:
    a. An itinerary of travel dates;

b. Destination;

c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

14. **Communication**. The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.

15. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children about one another, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

16. **Third Party Responsibility.** Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

17. **Right of First Refusal.** The parties will not be bound a right of first refusal. However, until the child reaches age 13, either party should have the right to invoke the right and it should last until the child reaches age 13. Either party may invoke the right by sending a written communication to the other party. In that event, the right should function as follows:

    a. If a party is not available to provide direct care for the child for a period of 6 hours or more, they must notify the other party and give them the first option of caring for the child. If the contacted party wishes to exercise the right, they

should provide transportation both ways and should return the child as soon as the first parent becomes available.

b. The other party should take precedence over the first party's new spouse, their parents, siblings, and all other third parties.

c. The right of first refusal should automatically expire when the child reaches age 13.

18. **Romantic Partners.** The parties should not introduce the child to any new romantic partners, in the capacity of a romantic partner, until they have been in a stable, committed relationship for at least 3 months. The parties may mutually agree to an earlier introduction time if they wish to.

CHILD SUPPORT AND EXPENSES

19. **Child Support.** Child Support shall be calculated as according to Utah Code §81-6-107 *et seq*. Stephen is self-employed and has a variable income. For purposes of child support, his gross imputed income should be $23,500 per month. Mother is self-employed and has variable income. For purposes of child support, she should be imputed at $15 per hour, full time, or $2,600 gross monthly income. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, Father's monthly child support obligation to Mother should be $919 per month.

20. **Payments and Arrears.** Payments shall begin the month following the entry of the Decree of Divorce. Payments shall be due in equal halves on the 5th and 20th of each

month. The parties agree there are no arrears outstanding as of the signing of this agreement.

21. **Activity Costs**. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.
22. **School Fees**. Unless the parties agree otherwise, each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

23. **Medical/Dental Expenses**. The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208. Stephen currently provides said insurance.

    a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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. This amount shall be automatically deducted from or added to the child support paid or owed.

    b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

    c. 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 will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the

payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents, then each parent will cover the cost of their own plan.

e. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

24. **Division of Accounts**. According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

25. **Cell Phones.** The parties should agree what type of cellular device is appropriate for the child, and at what age to provide one, before providing one to the child. They should equally share the expense of any agreed upon device and plan unless they mutually agree otherwise.

26. **Cars and Auto Insurance.** Either party may provide the child with a vehicle when the child turns 16. However, the other party should only be responsible for sharing the

cost, as well as the cost of insurance and maintenance, if they mutually agree to the car purchase.

27. **Dependency Exemption/Tax Credit**. The parties will share the dependency exemption/tax credit for the minor child. Stephen should claim for odd-numbered tax years and Nikole should claim for even-numbered tax years. In order to be eligible to claim, the party who owes child support must be current by December 31st of the tax year in question.
28. **2026 Taxes**. The parties should consult with a tax advisor to determine the most beneficial way to handle their taxes for the 2026 tax year.

PROPERTY AND ASSETS

29. **Marital Home.** The parties own a home at 2007 S. 900 E, Lehi, Utah. The parties agree to use their joint funds to completely pay off the home. The home should then be awarded to Nikole, along with all equity therein. Both parties will sign any quitclaim deeds or other documents necessary to fully transfer the home to Nikole. Thereafter, Nikole should be solely responsible for all utilities, insurance, repairs, and other costs associated with the home. In the event that Nikole later sells the home, she should be entitled to all the equity. Once the transfer has been completed, Stephen should not enter the home without the express permission of Nikole.
30. **Vehicles.** Nikole should be awarded the 2023 Hyundai Sonata Hybrid. Stephen should be awarded the 2026 Hyundai Sante Fe Hybrid. Both vehicles are paid off. Each will cooperate in transferring titles as necessary.

31. **Retirement Accounts.** The parties each have IRA accounts in their own names with roughly equal balances. Each party should be awarded their own account and all funds therein.
32. **Checking & Savings Accounts.** The parties have various checking and savings accounts which should be divided as follows:
    a. Fidelity Money Market: The parties will use the funds to completely pay off the home mortgage described above and their joint Chase Visa Card Any remaining funds will be divided equally.
    b. AltaBank Business: Divide equally
    c. AltaBank Checking: Divide equally
33. **Etrade Account**. The parties will consult with their tax advisor or other financial advisor to discuss the most advantageous way to divide the value of the account, and will divide that value equally.
34. **HSA Account**. The parties will consult with their plan administrator, tax advisor, or other financial advisor to discuss the most advantageous way to divide the value of the account, and will divide that value equally.
35. **Business Interests.** The parties' various business interests should be divided as follows:
    a. Stephen should be awarded all his interest in Skylark Event Management Group.

b. Stephen should be awarded ownership and control of Tobiggins Investments. In the alternative, the corporation should be dissolved.

c. Nikole should be awarded Natural Captures, its assets, and control of the brand.

36. **Debts.** With the exception of the mortgage and the Chase Visa card described herein, the parties have no shared debts. Any debts not disclosed herein should be assigned to the party whose name it is in, and they should hold the other party harmless from the same.

37. **Personal Property.** All other personal property will be divided as the parties agree.

38. **Deeds and Titles.** Both parties should sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

39. **Alimony & Settlement.** In light of the distribution of assets described and agreed to herein, there should be no monthly alimony award. The issue of alimony is fully resolved and may not be re-opened.

OTHER

40. **Maiden Name.** Nikole will have the option of restoring her maiden name to Nikole Anne Higgins, should she so desire. She should also have the option of changing her name to Nikole Higgins Tobian, should she so desire.

41. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall

seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

42. **Independent Advice of Counsel.** The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.
43. **Preparation of Final Documents.** The parties agree that final documents may be prepared and filed consistent with the terms of this agreement. Per Utah Code of Judicial Administration 3-2.4(c), the parties agree that mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties.
44. **Divorce Education.** The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed, if they have not done so already.
45. **Drafting.** Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

46. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
47. **Final Stipulation.** This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

END OF ORDER

– Signature of Judge Appears at Top of First Page –

APPROVED AS TO FORM AND CONTENT:

/s/Stephen Tobian
STEPHEN TOBIAN,
Petitioner
Signed by Robert M. Jepson with
written permission obtained on 9/25/2026

/s/Nikcole Tobian
NIKOLE TOBIAN,
Respondent
Signed by Robert M. Jepson with
written permission obtained on 9/25/2026