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IN THE THIRD JUDICIAL DISTRICT COURT  
IN AND FOR TOOELE COUNTY, STATE OF UTAH

In the Matter of the Marriage of

REGINALD BIP WALBECK,

Petitioner,

and

EMILY M. WALBECK,

Respondent.

**DECREE OF DIVORCE**

Case No. 254300485

The Honorable L. Douglas Hogan  
Commissioner Renee Blocher

The above-captioned matter has come before the Court for disposition based on the Petitioner Reginald Bip Walbeck (“Reggie”) and Respondent Emily M. Walbeck’s (“Emily”) Stipulation and Settlement Agreement, filed with the Court on March 18, 2026. The Court, having reviewed the parties’ Stipulation, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and being fully informed in the premises, now ORDERS, ADJUDGES, and DECREES:

**ARTICLE 1 - DECREE OF DIVORCE**

**1.1** The parties are granted a Decree of Divorce, final upon entry, severing the bonds of

matrimony heretofore existing between them, upon the grounds of irreconcilable differences.

## **ARTICLE 2 - CUSTODY & PARENT-TIME**

**2.1 PHYSICAL CUSTODY.** The parties have three children born to them of the marriage, to wit: C.C.C.W., born in September of 2017, T.T.W., born in November of 2022, and T.G.W. born in July of 2024. The parties are awarded joint physical custody of their children.

**2.2 PARENT-TIME.** Parent-time shall be as the parties agree. If they do not agree, the parties shall exercise parent-time pursuant to a 50/50, two-week rotating schedule, as follows:

### **2.2.1 Week A:**

(a) Reggie shall pick up the children on Thursday after school from school, daycare, and/or Emily's residence, or at 5:30 PM at a mutually agreed middle location if school is not in session, continuing until Monday when Emily will commence parent-time.

### **2.2.2 Week B:**

(a) Reggie shall pick up the children on Friday after school from school, daycare, and/or Emily's residence, or at 5:30 PM at a mutually agreed middle location if school is not in session, continuing until Monday when Emily will commence parent-time.

### **2.2.3 Monday drop-off:**

(a) When school is in session, the children will be dropped off Monday

morning at school at the start of the school day (9:00 AM or the school start time, whichever comes first).

**(b)** If school is not in session or it is a school holiday, drop-off shall occur Monday at 10:00 AM at a mutually agreed location.

**2.2.4** Additionally, on the last Saturday of each month, Emily shall have parenting time from 9:00 AM Saturday until 9:00 AM Sunday.

**2.2.5** This schedule will remain in place unless and until the children commence attending school in Canyon's School District pursuant to terms herein. In that event, the time awarded to Emily shall be awarded to Reggie and vice versa, the only exception being Reggie will be entitled to the first Saturday of each month.

## **2.3 PARENT-TIME EXCHANGES.**

**2.3.1** The parties may adjust the pick-up/drop-off times and locations as they mutually agree. If one or more children have a driver's license, they may transport themselves and the other children to and from parent-time.

**2.3.2** A sibling, stepparent, or grandparent may pick up or drop off the children for parent-time. If a parent wants to use an individual other than a sibling, stepparent, or grandparent for parent-time exchanges, the other parent must be notified of the identity and telephone number of the individual.

**2.3.3** Pick-ups and drop-offs shall not be coordinated through the children, but directly between the parties.

**2.3.4** During parent-time exchanges, the parties shall be prompt and timely. They shall have the children ready for parent-time. If unforeseen circumstances arise, the

party whose circumstances changed shall give the other prompt notice of any delay, the remedy arranged, and the best estimate for how the exchange schedule will be affected.

**2.4 HOLIDAY PARENT-TIME.** The parties shall exercise holiday parent-time as they can agree, and if they cannot agree, as follows:

Odd Years	Even Years	Holiday and Time
Emily	Reggie	<b>Martin Luther King Jr. Holiday</b> (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the children to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.
		<b>President's Day</b> (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.
Emily	Reggie	<b>Spring Break</b> (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the children to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.  If Spring Break does not include the Easter holiday, the Easter holiday will be alternated with Reggie having Easter on odd years and Emily

a) Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school/daycare is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time.

having Easter on even years		
<b>Reggie</b>	<b>Emily</b>	<p><b>Memorial Day</b></p> <p>(1) Holiday begins Friday at:  (a) 9 a.m. if school is not in session and the parent can be with the child;  (b) the time that school is regularly dismissed; or,  (c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday end:  (a) upon delivering the children to school on the day following Memorial Day; or  (b) at 8 a.m. on the day following Memorial Day if there is no school.</p>
<b>Reggie</b>	<b>Emily</b>	<p><b>Juneteenth National Freedom Day</b></p> <p>(1) Holiday begins at:  (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or  (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>
<b>Emily</b>	<b>Reggie</b>	<p><b>July 4<sup>th</sup></b></p> <p>(1) Holiday begins on July 3<sup>rd</sup> at 6 p.m.  (2) Holiday ends on July 5<sup>th</sup> at 6 p.m.</p>
<b>Reggie</b>	<b>Emily</b>	<p><b>July 24<sup>th</sup></b></p> <p>(1) Holiday begins on July 23<sup>rd</sup> at 6 p.m.  (2) Holiday ends on July 25<sup>th</sup> at 6 p.m.</p>
<b>Emily</b>	<b>Reggie</b>	<p><b>Labor Day</b></p> <p>(1) Holiday begins Friday at:  (a) 9 a.m. if school is not in session and the parent can be with the child;  (b) the time that school is regularly dismissed; or,  (c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:  (a) upon delivering the children to school on the day following Labor Day; or  (b) at 8 a.m. on the day following Labor Day if there is no school.</p>
<b>Emily</b>	<b>Reggie</b>	<p><b>Columbus Day</b></p> <p>(1) Holiday begins at 6 p.m. on the day before Columbus Day  (2) Holiday ends at 7 p.m. on Columbus Day.</p>
<b>Reggie</b>	<b>Emily</b>	<p><b>Fall Break Weekend (UEA Weekend)</b></p> <p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.  (2) Holiday ends:  (a) upon delivering the children to school on the day following the end of fall break; or  (b) at 8 a.m. on the day following the end of fall break if there is no school.</p>
<b>Reggie</b>	<b>Emily</b>	<p><b>Halloween</b></p> <p>(1) Holiday begins on October 31<sup>st</sup> or the day that Halloween is traditionally celebrated in the local community:</p>

		(a) at the time that school is dismissed; or, (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
<b>Emily</b>	<b>Reggie</b>	<b>Veteran's Day</b> (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
<b>Reggie</b>	<b>Emily</b>	<b>Thanksgiving</b> (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.
<b>Reggie</b>	<b>Emily</b>	<b>Winter Break (First Half)</b> (1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. There shall be a break in the first half of the holiday on Christmas day at 1 p.m. until the day after Christmas at 1 p.m. wherein the parent exercising the winter break(second half) will receive the children. (2) Holiday ends on December 26th at 9:00 a.m.
<b>Emily</b>	<b>Reggie</b>	<b>Winter Break (Second Half)</b> (1) Holiday begins on December 26th at 9:00 a.m. (2) Holiday ends upon delivering the children to school on the day that school resumes after the winter break.
<b>Emily</b>	<b>Reggie</b>	<b>The day before or after children's birthday</b> (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
<b>Reggie</b>	<b>Emily</b>	<b>Children's actual birthday</b> (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
<b>Reggie</b>	<b>Reggie</b>	<b>Father's Day</b> (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.
<b>Emily</b>	<b>Emily</b>	<b>Mother's Day</b> (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.

**2.4.1** If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

**2.5 EXTENDED PARENT-TIME.** The parties' extended parent-time shall be as the parties agree in writing and in the absence of a written agreement, as follows:

**2.5.1** Every year, each party is entitled to up to two (2) weeks of extended parent-time, which may be consecutive, with the children during the children's school summer vacation. These two weeks may be uninterrupted parent-time.

**2.5.2** The parties shall each designate their extended parent-time, and inform the other party of such, no later than May 1 each year.

**2.5.3** If the parties' designated weeks overlap, Reggie's weeks shall have priority in even years and Emily's weeks shall have priority in odd years. However, if the parties have both designated their extended parent-time before May 1, the party with priority that year is restricted from re-designating his or her extended parent-time to dates that conflict with the other parties' already-designated extended parent-time. Furthermore, if the party with priority in a given year fails to comply with the notification requirement, the other parent's election of extended parent-time shall have priority for that year.

**2.5.4** Each party is restricted from scheduling extended parent-time during the other party's holiday or birthday parent-time unless prior, written consent is given by the other party.

**2.5.5** Each party is responsible for all expenses associated with their extended parent-time activities.

**2.6 COMMUNICATION/VIRTUAL PARENT TIME.** Each party shall have telephone contact with the children at reasonable hours and for a reasonable duration. If the

equipment is reasonably available, each party may have virtual parent-time (e.g., Facetime) with the children at reasonable hours and for a reasonable duration. The children may call either parent at any time.

## **2.7 TRAVEL/VACATIONS.**

**2.7.1** The parties shall advise each other of the logistical details regarding out-of-state travel, vacation time, or when the children travel over 150 miles from either party's home. Such details must include contact information, where the children may be reached in an emergency, and other means of communication where the children may be reached.

**2.7.2** Emily shall maintain possession of the children's passports, birth certificates, Social Security cards, and other essential personal documents, and shall provide Reggie prompt access to those documents for travel or other reasonable administrative purposes, as needed.

**2.8 RELOCATION.** If either party moves more than seventy-five (75) miles from the other parent, they must follow the provisions outlined in Utah Code Ann. §81-9-209 and relevant Utah case law, which is incorporated by reference herein.

## **ARTICLE 3 - LEGAL CUSTODY**

**3.1** The parties are awarded joint legal custody of their children.

## **ARTICLE 4 - PARENTING PLAN**

### ***General Provisions***

**4.1** The parties shall each give special consideration and make the children available to attend family functions including funerals, weddings, family reunions, religious holidays,



important ceremonies, and other significant events in the lives of the children or in the life of either party, which may inadvertently conflict with the parent-time schedule.

- 4.2** Each party will have direct access to all school reports and medical records and must be notified immediately if a medical emergency occurs. Each party shall list the other as an emergency/parent contact on any school or related form requesting such information.
- 4.3** Each party shall provide the other with his or her current address, telephone number, email address, and virtual parent-time access information, within 24 hours of any change.
- 4.4** The parties shall strive to maintain consistency in the children's lives, but each may make decisions regarding schedules, etc. during their own parent-time. The parties will implement and use an electronic calendar for coordinating the children's schedule. Placing the children's activity or event on the electronic calendar shall be deemed as giving notice of the event or activity to the other parent.
- 4.5** The parties shall not use, consume, or come under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, within 24 hours of, or while exercising, parent-time.
- 4.6** The parties shall not allow any person using, consuming, or who is under the influence of alcohol, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, to be responsible for the children, or to be left alone with the children while that party is exercising parent-time.
- 4.7** The parties shall not smoke or vape in the presence of the children.
- 4.8** The parties shall not use future romantic partners to communicate with the children about this case or allow such partners to assume the parties' parental duties unless permitted

herein (e.g. transporting the children).

- 4.9** The parties will not introduce the children to romantic partners unless and until they have been in a committed relationship for at least three (3) months.
- 4.10** The children will have an appropriate bedroom and/or bedrooms at each parent's residence (the children are permitted to share bedrooms with each other). The children are not permitted to share a bed or sleeping arrangement with any romantic partner of a party, other non-related adult or third party unless agreed upon by the parties. This provision shall be reasonably applied and would not, for example, restrict a parent and his or her future spouse from sharing a hotel room, camping tent, etc (but not the same bed) with the parties' children.
- 4.11** The parties understand and acknowledge that they both have a history of mental health related issues and may potentially have such in the future. Each party will, in good faith, and through reasonable accommodations, consider any new and/or ongoing mental health concerns which may affect each parent's ability to have and maintain parent-time schedules and to ensure a favorable and safe environment for the children, and each shall be willing to consider revisions to parent-time schedules on at least a temporary basis (or longer if needed) in the event any mental health issues arise in the future.
- 4.12 RIGHT OF FIRST REFUSAL.** The parties agree that if a parent is personally unavailable to care for the children for a period of 8 hours or longer during his/her parent-time, the other parent shall be given the first option to care for the children during that time. If the non-custodial parent exercises this right, he/she shall provide all transportation and shall return the children when the custodial parent is able to resume

care for the children. The custodial parent must provide reasonable notice to the non-custodial parent and the parties shall work together to ensure pick-up and drop-off times are reasonable. The parent exercising first right of refusal shall be solely responsible for all pick-up and drop-off of the children necessary to exercise first right of refusal. The right of first refusal will only be reasonably applied and does not apply to camps, sleepovers, or other activities where the children will spend the night away from a parent.

#### ***Education Plan***

**4.13** The children will remain in their current schools/daycare until the end of the 2026-2027 school year. Thereafter, the children shall attend school in the Canyons School District so long as Reggie resides within the District boundaries, has not been unemployed for the previous 12 months (from June 1, 2026 to June 1, 2027), and has a housing lease agreement for a term longer than month-to-month. If he doesn't live within the Canyon's School District boundaries, has been unemployed during the previous 12 months (from June 1, 2026 to June 1, 2027), and does not have a lease agreement for a term longer than month-to-month, the parties shall revisit and agree on the children's schools pursuant to the decision-making and dispute resolution provisions herein.

**4.14** Both parties will have access to the children during school and will have the authority to check the children out of school. Each party shall obtain written consent from the other party before checking a child out of school during the other party's parent-time.

#### ***Decision-Making***

**4.15** Each party may make decisions regarding day-to-day care and control of the children while the children are residing with that parent.

- 4.16** The parties shall discuss and jointly concur on all major decisions, which are decisions concerning the health, education, and welfare of the children. The parties shall communicate prior to making major decisions, utilize and confirm through telephone, e-mail, or text message questions, concerns, and issues related to such decisions, and adhere to a 24-hour acknowledgement that they have received the communication and shall work together on a timeline for a decision. If there is no agreement following the above steps, either party may bring the issue before the Court. The parties may mediate the issue before bringing it to Court, but only if it is reasonable and practical to do so.
- 4.17** The parties must agree upon any religious ordinances to be performed in any religion, including baptism, ordinances, etc. If the parties cannot agree, they shall follow the dispute resolution process set forth herein.
- 4.18** Each party may attend the religious services of their own choosing with the children during their respective parent-time. Both parties will be invited and encouraged to attend and participate in all of the children's religious ceremonies, events, or church performances—regardless of who is exercising parent-time.
- 4.19** If the children have possession of an electronic device, that device shall travel with the children, and both parties shall have full access to the device, including all passwords used on the device, may impose rules and restrictions regarding the device in their own homes, and may implement parental controls and safeguards on the device to protect the children. Notwithstanding the foregoing, neither party may deter or interfere with the children's ability to contact the other parent through the children's devices so long as such communication is at reasonable times and for reasonable durations.

**4.20** Either party may make emergency decisions regarding the health and safety of the children and shall notify the other party immediately of any medical or other emergency involving the children.

**4.21 Mental Health Treatment of Children or Other Medical Decisions.** Consistent with the parties having joint legal custody, the parties must also agree on any such proposed mental health treatment (e.g. counseling, therapy, etc.) or other medical decisions, and if not in agreement, they will follow the Dispute Resolution Process as described herein. In emergency situations, each parent has the right to obtain care for the children but shall inform the other of such emergency care rendered as soon as reasonably possible when/after such care is provided.

***Communication with and Treatment of the Other Party***

**4.22** The parties shall communicate with each other as they may agree for questions, concerns, information, calendaring, and addressing issues regarding the children. Each party must respond within 24 hours of receiving a phone call, email, or text message from the other party regarding the children.

**4.23** That parties shall continue to communicate via email and text messages. For good cause and in good faith, either party may demand that the parties use Our Family Wizard (“OFW”) for non-emergency communications. If one party desires to use OFW, the parties shall promptly commence using OFW and each party shall pay his or her fees associated therewith. The parties may jointly agree to cease using OFW.

**4.24** When dealing with each other on parenting and parent-time issues, the parties shall remain focused on the best interests of the children and shall use their best efforts to

foster a positive, working, respectful relationship.

- 4.25** Neither party may disparage the other or their respective family members in the presence of the children. Each party shall speak positively and respectfully about the other party, emphasizing his or her parental strengths and love for the children. Each party shall use his or her best efforts to prevent third persons from speaking negatively about the other party or respective extended family members in the presence of the children. If such disparaging remarks are being made, the parent with the children must remove them from the area.
- 4.26** Each party shall reasonably facilitate and encourage his or her immediate family members and significant others who may be involved in visitation/parent-time to reasonably facilitate and encourage contact between the children and both parents. The parties shall respect the children's right to have a meaningful bond with the other parent and any other immediate family members or other significant persons involved in the children's life.
- 4.27** The parties shall not use the children as messengers or problem-solvers. The parties shall not ask, encourage, or allow the children to monitor, record, or spy on the other party. Each party understands the detrimental effect this has on the children. All communication regarding the children must be between the parties, and neither party may use them to convey information, finances, or schedule visitation/parent-time changes. Likewise, if the parties have a dispute that must be resolved in court, they shall not discuss the court proceeding with the children and must prevent all others from doing the same.

## **ARTICLE 5 - CHILD SUPPORT**

- 5.1 REGGIE’S INCOME.** Reggie is employed and has a gross monthly income of approximately \$6,500.
- 5.2 EMILY’S INCOME.** Emily is self-employed and has a gross monthly income of approximately \$6,500.
- 5.3 CHILD SUPPORT OBLIGATION.** Pursuant to Utah Code Ann. §81-6-101 *et seq* and the respective incomes of the parties, and using a joint custody worksheet, with one party having 183 overnights and the other having 182 overnights, child support is calculated at \$21. Due to this negligible amount, neither party shall pay child support to the other.

#### **ARTICLE 6 - HEALTH INSURANCE/EXPENSES**

- 6.1** Reggie shall maintain a policy of health insurance<sup>1</sup> for the children.
- 6.2** If at any point in time the children are covered by the health insurance plan of both parties, the parties shall agree upon which plan shall be the primary and secondary coverage. If a party remarries and the children are not covered by that party’s health insurance plan but are covered by a step-parent’s plan, the health insurance plan of the stepparent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the children. In such case, each party shall pay his or her own health insurance premiums.
- 6.3** Reggie shall pay the out-of-pocket cost of the children’s portion of the health insurance premium that is covering the children that is actually incurred and paid by him.
- 6.4** The parties shall equally share all reasonable, necessary, and agreed upon uninsured

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<sup>1</sup> “Health insurance” means and includes medical, hospital, dental, and vision insurance and “healthcare expenses” means and includes, but is not limited to, medical, dental, and orthodontic expenses, therapy and counseling expenses, deductibles, maximum out of pocket expenses, and co-payments.

healthcare expenses incurred for the children and actually paid by the parties.

- 6.5** Reggie shall use his best efforts to maintain a policy substantially similar to that which he has historically provided through employment. In the event of a deviation, the parties shall use best efforts to agree on a new policy. If they cannot agree, they shall follow the dispute resolution process herein.
- 6.6** The party proving health insurance shall provide verification of insurance coverage to the other upon initial enrollment of the children, and thereafter on or before January 15 of each calendar year. The party providing health insurance shall also notify the other of any change of insurance carrier, or benefits within thirty (30) calendar days of the date he/she first knew, or should have known, of the change.
- 6.7** For healthcare expenses incurred for the children, each party shall, within thirty (30) days, immediately provide the other notice and written verification of the expense (i.e. a statement or a bill) and payment of the expense to the other party. The other party shall then have thirty (30) days to reimburse one-half of the expense, unless otherwise agreed upon by the parties. The parties may attempt to pay their share of the children's healthcare expenses directly to the provider when possible.

#### **ARTICLE 7 - DAYCARE**

- 7.1** The children shall remain with their current daycare provider until the end of the 2026-2027 school year.
- 7.2** Emily shall pay the full amount of the children's daycare expenses through September 2026.
- 7.3** Commencing October 2026, the parties shall equally share all reasonable work-related



daycare costs actually incurred by a party until each child reaches 12-years old.

- 7.4 If an actual expense for daycare is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the daycare expense.
- 7.5 If the daycare expense ceases to be incurred, the parent may suspend making monthly payment of that expense, while the expense is not being incurred, without obtaining a modification of the child support order.
- 7.6 A parent who incurs daycare expense shall provide written verification of the cost and identity of a daycare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.
- 7.7 The parent incurring a daycare expense shall notify the other parent of any change of daycare provider or the monthly expense of daycare within 30 calendar days after the day on which the change occurred.
- 7.8 The court may deny a parent incurring daycare expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with the provisions herein.

#### **ARTICLE 8 - EXTRACURRICULAR ACTIVITIES & OTHER EXPENSES**

- 8.1 **EXTRACURRICULAR ACTIVITIES.** The parties shall share equally the costs of the children's extracurricular activities to which the parties have agreed upon in writing.  
Should the parties not agree, the parent desiring the activity may pay for it, and the other non-agreeing party will not be expected to provide transportation, nor will the children be obligated to attend the non-agreed activity during the non-agreeing parent's parent-time.
- 8.2 **CAR INSURANCE.** Emily shall pay for the children's car insurance until each child

turns 18-years-old or graduates from high school, whichever is later.

**8.3 CELL PHONE AND DEVICES.** Emily shall pay the costs associated with the children's cellphones and other devices (such as an iPad/Apple Watch) included on her cellphone/data plan until each child turns 18-years old or graduates from high school, whichever is later.

**8.3.1** Emily, as the party paying for such devices, may set agreed-upon parental controls and each party will have full access to and authority of device use and content during his/her own parent-time. The parties shall in good faith try to resolve any control issues between themselves and if issues remain, they will follow the Dispute Resolution Process as described herein. This also includes any decision relating to the age at which a child first obtains a smart phone. Related to parental controls on phone, the parties agree to use reasonable co-parenting approaches to social media usage and parental controls, which will be enforced in both homes. In the event of any disagreement between the parties, they will follow the Dispute Resolution Process as described here.

**8.4 SCHOOL LUNCHES.** Reggie shall pay for the children's school lunches until each child turns 18-years-old or graduates from high school, whichever is later.

**8.5 SCHOOL FEES.** Until each child turns 18-years old or graduates from high school, whichever is later, Emily shall pay all mandatory school fees (e.g. registration, required class fees, required supplies, etc.). Any elective, optional school fees (e.g. clubs, optional activities, non-required programs) will be split evenly by the parties.

## **ARTICLE 9 - TAXES**

- 9.1** The parties shall file taxes married filing jointly for the 2025 tax year. The parties shall share any tax refund for the 2025 tax year.
- 9.1.1** Reggie is solely responsible for all tax obligations associated with the liquidation of any and all retirement/investment accounts during the 2025 tax year and after the 2025 tax year.
- 9.1.2** Emily is solely responsible for all tax obligations associated with Walbeck Ventures, LLC, (doing business as Lotus Nail Spa), from the 2025 tax year and after the 2025 tax year.
- 9.1.3** The parties shall equally share any other tax obligation for the 2025 tax year.
- 9.1.4** The parties shall freely and promptly cooperate with these provisions and share any documents upon request and/or as needed.
- 9.2** Commencing with the 2026 tax year, the parties shall divide the exemptions and credits for their minor children as follows:
- 9.2.1** Emily shall claim the oldest child each tax year.
- 9.2.2** Reggie shall claim the two younger children each tax year.
- 9.2.3** The parties may claim their emancipated children for tax purposes as they can agree.

## **ARTICLE 10 - REAL PROPERTY**

- 10.1 MARITAL HOME.** During the marriage, the parties acquired real property located at 5704 N. Regatta Lane, Stansbury Park, Utah 84074 (the “marital home” or “home”).
- 10.2 AWARD OF HOME.** Emily is awarded all right, title, interest, and equity in the marital home and, shall assume, pay, and hold Reggie harmless from all debts, liabilities,

obligations, responsibilities and expenses associated therewith, including property taxes and insurance associated therewith.

**10.3 EQUITY.** Reggie's share of the marital home's equity is deemed fully paid and satisfied via division of the parties' debts, property, and business interest set forth herein.

**10.4 MORTGAGE.**

**10.4.1** No later than twelve (12) months after entry of the Decree of Divorce, Emily shall remove Reggie's name from the marital home's mortgage.

**10.4.2** Reggie shall execute a Quit Claim Deed, conveying his interest and title of the home to Emily, upon and/or to facilitate Emily's removal of his name from the mortgage and shall promptly cooperate.

**10.5 SALE OF HOME.** If Emily fails to remove Reggie's name from the marital home mortgage within twelve (12) months after entry of the Decree of Divorce, the parties shall list the marital home for sale within thirty (30) days and shall actively market the home until it is sold, unless mutually agreed otherwise. The parties shall mutually agree upon all decisions associated with the sale of their home and neither party shall unreasonably withhold consent regarding such decisions. If the parties disagree, they shall retain the services of a realtor (if they have not yet done so) and defer to the realtor's advice regarding the issues. If the parties are not able to mutually agree upon a realtor, Emily shall provide the names of three realtors to Reggie and Reggie shall select one realtor within 48 hours of Emily providing the names. If he fails to do so, Emily shall select the realtor.

**10.5.1** Upon the sale of the home, and after liens (e.g. mortgage), costs and expenses

from the sale and commissions are paid, Emily will be awarded the proceeds from the sale.

#### **ARTICLE 11 - PERSONAL PROPERTY**

- 11.1** Each party is awarded his or her premarital and separate personal property, together with any debt or liability associated therewith, free from any claim by the other party.
- 11.2** Emily is awarded the following personal property:
- 11.2.1** Toyota RAV4, together with the loan and all obligations associated therewith;
  - 11.2.2** Her personal effects; and
  - 11.2.3** All other personal property the parties agree to be received by Emily.
- 11.3** Reggie is awarded the following personal property:
- 11.3.1** Toyota Tacoma, together with the loan and all obligations associated therewith;
  - 11.3.2** His personal effects; and
  - 11.3.3** All other personal property the parties agree to be received by Reggie.
- 11.4** Any remaining personal property not mentioned herein that was acquired during the marriage shall be divided as the parties can agree and Reggie shall retrieve his property from the marital home no later than sixty (60) days after entry of this Decree of Divorce. If they cannot agree, they shall put the issue first to mediation and then to court if necessary.-
- 11.5** Within thirty (30) days of entry of this Decree of Divorce, the parties shall cooperate to remove their names from the title and/or loan of the personal property awarded to the other party.
- 11.6** The parties shall, upon request, duplicate any desired family pictures and videos and

provide the other a digital copy of the pictures/videos within a reasonable time after written request.

- 11.7** All property and all property rights which may be vested in either party as a result of family inheritance, gifts, trusts, or similar sources is awarded to the party from whose family/parents it came.

#### **ARTICLE 12 - FINANCIAL, BUSINESS, & OTHER ACCOUNTS**

- 12.1 INDIVIDUAL ACCOUNTS.** Other than as set forth below, each party is awarded his or her individual, personal, inherited, business, and gifted financial accounts free and clear from any claim by the other party.
- 12.2 JOINT FINANCIAL ACCOUNTS.** On a date mutually agreed upon by the parties (but not later than thirty (60) days after entry of this Decree of Divorce) the parties shall close their joint Wells Fargo account (x5359), which has a \$0 balance.
- 12.3 529 ACCOUNTS.** Emily shall have full authority over management and use of the children's 529 education accounts.
- 12.4 RETIREMENT/INVESTMENT ACCOUNTS.** Each party is awarded his or her retirement and investment accounts, regardless of when acquired, free and clear from any claim by the other party.

#### **ARTICLE 13 - BUSINESS INTERESTS**

- 13.1 AWARD OF BUSINESS.** Effective December 31, 2025, Reggie irrevocably assigns, conveys, transfers, waives, and releases to Emily one hundred percent (100%) of all of Reggie's right, title, and interest, whether legal or equitable, vested or contingent, known or unknown, in and to the parties' marital business known as *Lotus Nail Spa*, together

with any successor, affiliate, trade name, d/b/a, or related business entity (collectively, the “Business”). Emily is the sole and exclusive owner of the Business, free and clear of any claim, interest, lien, or encumbrance of Reggie.

**13.1.1 Scope of Transfer.** The transfer to Emily includes, without limitation, all aspects of ownership and all property of every kind and nature associated with the Business, whether tangible or intangible, wherever located, including but not limited to:

- (a) all ownership interests, membership interests, shares, or equity of any kind;
- (b) all furniture, fixtures, equipment, tools, inventory, supplies, and leasehold improvements;
- (c) all cash, bank accounts, merchant accounts, deposits, and financial accounts;
- (d) all accounts receivable, income, revenues, profits, and future earnings;
- (e) all contracts, vendor agreements, service agreements, and customer relationships;
- (f) all licenses, permits, and governmental authorizations, to the extent transferable;
- (g) all goodwill, trade names, trademarks, service marks, logos, branding, phone numbers, websites, social media accounts, and online listings;
- (h) all intellectual property and proprietary information of any kind; and
- (i) all books, records, files, and business data.

- 13.2 ASSUMPTION OF LIABILITIES.** Emily shall assume and be solely responsible for all debts, liabilities, obligations, and responsibilities of the Business, whether known or unknown, fixed or contingent, accrued or arising in the future. Emily shall indemnify, defend, and hold Reggie harmless from any and all claims, debts, liabilities, expenses, or obligations arising out of or relating to the Business.
- 13.3 NO FURTHER INTEREST OR INVOLVEMENT.** Reggie shall have no further ownership interest, management authority, control, or involvement in the Business of any kind, and shall not represent to any third party that he has any affiliation with or authority regarding the Business.
- 13.4 FURTHER ASSURANCES.** Reggie shall execute any and all documents and take any further actions reasonably necessary to effectuate and confirm the transfer of the Business to Emily, including assignments, consents, releases, or acknowledgments requested by Emily or required by third parties.
- 13.5 INCORPORATION OF BUSINESS SEPARATION AGREEMENT.** The parties acknowledge that they have executed a separate *Separation of Business Interests, Non-Disclosure, Non-Compete, and Non-Solicitation Agreement* dated December 31, 2025 (the “Business Separation Agreement”). The Business Separation Agreement is incorporated herein by reference and shall be binding upon the parties as though fully set forth herein. In the event of any inconsistency, the provisions of the Business Separation Agreement shall control with respect to the ownership, operation, restrictions, and protection of the Business.



## **ARTICLE 14 - DEBTS & OBLIGATIONS**

- 14.1** During the marriage, the parties acquired various marital debts and obligations, including debts associated with the Business. If one party was not aware of a debt or obligation, it is the sole responsibility of the party who incurred the debt or obligation.
- 14.2** Emily shall assume, pay, and hold Reggie harmless from the following debts:
- 14.2.1** Capital One Business credit card (x6848);
  - 14.2.2** Capital One personal credit card (x9784);
  - 14.2.3** Citi credit card (x9553);
  - 14.2.4** American Express credit card (x51005);
  - 14.2.5** Discover credit card (x7519); and
  - 14.2.6** Any other debts in her name, debts associated with the Business, and/or debts incurred without Reggie's knowledge or consent.
- 14.3** Reggie shall assume, pay, and hold Emily harmless from the following debts:
- 14.3.1** Wells Fargo credit card (x7254); and
  - 14.3.2** any other debts in his name and debts he has incurred without Emily's knowledge or consent.

## **ARTICLE 15 - ALIMONY**

- 15.1** Each party can support him or herself without contribution from the other. Accordingly, neither party shall be awarded any amounts as or for alimony, now and forever.

## **ARTICLE 16 - MUTUAL RESTRAINING ORDERS**

- 16.1 COMMUNICATION.** Both parties are prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, (a)

insulting the other parent, pointing out the other parent's weaknesses or flaws, or speaking derogatorily about the other parent in the presence of the children or anywhere near the children's presence; (b) speaking to the children about the issues in this case; (c) attempting to influence the children's preferences regarding custody or visitation; (d) or attempting to diminish the love and affection of the children for the other parent or the other parent's family members. The parties are also restrained from intentionally or negligently exposing the children to issues or documents associated with this divorce case.

- 16.2 PHYSICAL PRESENCE.** Both parties are mutually restrained from going into one another's residences unless personally invited by the other party by express, written consent.

## **ARTICLE 17 - MISCELLANEOUS**

- 17.1 RESTORATION OF NAME.** Upon entry of the Decree of Divorce, Emily may return to her former surname of "Egelund" should she so desire, and the Decree of Divorce shall act as her name change court order.
- 17.2 ATTORNEY FEES.** Each party shall pay his or her own attorney fees and costs.
- 17.3 COMPLETE OWNERSHIP OF PROPERTY AWARDED.** All property and money received or retained by either party pursuant to this Decree of Divorce is deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party should have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

- 17.4 COOPERATION.** Each party shall execute and deliver to the other party all such documents as may be reasonably necessary or required to implement the provisions of this Decree of Divorce.
- 17.5 WAIVER.** No waiver of any of the provisions herein or any waiver of breach or default shall be deemed or shall constitute a waiver of any other provision hereof or be deemed a waiver of any subsequent breach or default, nor shall such waiver constitute a continuing waiver.
- 17.6 MODIFICATION.** No modification or waiver of any of the terms herein shall be valid, unless in writing and signed by both parties, and/or ordered by the Court.
- 17.7 FUTURE MODIFICATIONS.** In order to modify any Decree of Divorce, there must be a material and substantial change in circumstances, consistent with established law, and each party shall be responsible for his/her own attorney fees in the event a modification is sought subject to final apportionment at trial.
- 17.8 CHOICE OF LAW.** This Decree of Divorce and all rights and obligations of the parties hereunder are construed according to the laws of the State of Utah.
- 17.9 SEVERABILITY.** If any term, paragraph, or provision herein is held invalid or unenforceable for any reason, the remainder of this Decree of Divorce shall continue in full force and effect.
- 17.12 BREACH.** If either party defaults in his or her obligations hereunder, the defaulting party shall be liable to the other party for all reasonable expenses, including attorney fees and court costs, incurred to enforce the terms of this Decree of Divorce.

**The Court's Electronic Signature Will Appear on the First Page of This Document**

APPROVED AS TO FORM:

/s/ Wesley D. Hutchins

Wesley D. Hutchins

*Attorney for Respondent*

DATED: April 16, 2026

*(Electronically signed by David L. Hanks*

*With permission from Wesley Hutchins)*

**CERTIFICATE OF DELIVERY**

I hereby certify that on the 16<sup>th</sup> day of April 2026, I caused a true and correct copy of the foregoing to be served to the following:

Wesley D. Hutchins  
*Attorney for Respondent*

☒ Court's Electronic Filing System

☐ U.S. Mail

☐ Hand Delivery

☐ Email

/s/ Tauni Cancilla