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**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR**

**SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

VALERIE ANN SCHWALBE,

Petitioner,

And

TOBIN KLAUS SCHWALBE,

Respondent.

**DECREE OF DIVORCE**

Case No. 234903487 DA

Judge Amanda Montague  
Commissioner Michelle Blomquist

Before the Court is the Petitioner's Sworn Complaint for Divorce and Respondent's Verified Answer and Counter Petition for Divorce. On January 12, 20, and 21, 2026, the parties engaged in a mediation of the above-entitled action (the "Action"). The mediation was conducted by Sr. Judge Steven L. Hansen (ret.). The Petitioner, Valerie Ann Schwalbe ("Valerie") was present with counsel Samantha E. Frazier. The Respondent, Tobin Klaus Schwalbe ("Tobin") was present with counsel, Cory R. Wall.

As a result of the mediation, the parties reached a full and complete settlement of the

Parties' disputed issues which was reduced to a written Stipulation and Parenting Plan ("Stipulation") which was signed and executed by both parties and their respective counsel on January 21, 2026, and filed with the Court on January 22, 2026.

All supporting documents having been submitted and the Court being fully advised in the premises and the law, and the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, and good cause appearing therefor, does hereby,

ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

**GRANTING OF DECREE DISSOLVING MARRIAGE**

1. The parties are hereby granted a Decree of Divorce upon the grounds of irreconcilable differences, dissolving the marriage of the parties entered into by them on July 26, 2008, in the city of Salt Lake City, Salt Lake County, State of Utah, the same to become absolute and final upon entry of this Decree of Divorce by the Clerk of the Court.

2. Children. There are two (2) children born as issue of this marriage, to wit:

| Name | Date of Birth  |
|------|----------------|
| EMS  | November 2011  |
| GAS  | September 2013 |

**PARENTING PLAN**

3. 1Custody. Valerie and Tobin are awarded joint legal and joint physical custody of the children with Valerie designated as primary physical custodian.
4. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their children and both parents listed as required contacts for the children.

5. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. Both parents shall communicate with each other and discuss the well-being of the minor children in regard to all major decision(s) that need to be made on behalf of the minor children.

6. In the event the parties do not mutually agree as to legal decisions regarding the minor children as to major medical, educational, and/or religious decisions, the parties shall seek the advice and/or recommendation(s) from an expert in his/her specialty and/or his/her expert opinion. If after seeking the advice/opinion from an expert/specialist the parties cannot reach a stipulated decision as to major medical decisions, Valerie shall have presumptive decision-making authority. However, either party may request mediation to rebut the presumptive decision-making before seeking court intervention.

7. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities and/or authority to make emergency decisions when the children are in his or her care but shall immediately contact the other party of any emergency and not use the children to relay any message(s) and/or updates.

8. The parties shall exercise parallel parenting, with each party having full and complete authority to care for the children, without any interference from the other parent subject to the provisions outlined in this parenting plan. Both parents shall be responsible to care for the children during their parent time with the non-exercising parent not involved in any day-to-day decisions relating to the children.

9. The parties' youngest child, GAS, will continue to attend Waterford School for the next two (2) years. Tobin shall be responsible for ½ of the tuition as defined by Waterford for school

year 2026-2027 and school year 2027-2028. For school year 2026-2027, Tobin shall be responsible for \$6,250.00 (which represents tuition and student fees). Valerie shall be responsible for the remainder of the tuition, incidentals and school fees not included in tuition for each school year, holding Tobin harmless from any obligation due and owing. For the current school year (2025-2026), Tobin shall be responsible for \$2,390.00 due and owing, with the remaining balance to be paid in full by Valerie. As for EMS, the parties shall equally share all school fees associated with public school. Once GAS begins attending public school, the parties shall equally share all school fees associated with said school.

10. The parties shall allow the children to continue with individual therapy and follow the recommendations of the therapist. The parties shall work together to select a new therapist for GAS.

11. Parent Time During the School Year. Parent-time with the children shall be at reasonable times and places as the parties may agree. Commencing February 1, 2026, and if the parties cannot agree, parent-time shall be in accordance with Utah Code §81-9-303 as follows:

|        | Mon     | Tues    | Wed     | Thurs | Fri     | Sat     | Sun     |
|--------|---------|---------|---------|-------|---------|---------|---------|
| Week 1 | Valerie | Valerie | Valerie | Tobin | Valerie | Valerie | Valerie |
| Week 2 | Valerie | Valerie | Valerie | Tobin | Tobin   | Tobin   | Tobin   |

a. Tobin shall alternate every other week (Thursday, Friday, Saturday, Sunday, overnight as outlined above), beginning after school or 9:00 a.m. if school is not in session and ending with drop-off at school or 9:00 a.m. if school is not in session.

b. Tobin shall alternate every other week (Thursday as outlined above), beginning after school or 9:00 a.m. if school is not in session and ending Friday morning with drop-off at school or 9:00 a.m. if school is not in session).

12. Parent Time During the Summer. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, parent-time during the Summer shall be in accordance with Utah Code 81-9-305 as follows:

|        | Mon     | Tues    | Wed   | Thurs | Fri     | Sat     | Sun     |
|--------|---------|---------|-------|-------|---------|---------|---------|
| Week 1 | Valerie | Valerie | Tobin | Tobin | Valerie | Valerie | Valerie |
| Week 2 | Valerie | Valerie | Tobin | Tobin | Tobin   | Tobin   | Tobin   |

- a. Valerie shall exercise parent time every Monday and Tuesday beginning at 9:00 a.m. and ending Wednesday morning at 9:00 a.m.
- b. Tobin shall exercise parent time every Wednesday and Thursday beginning at 9:00 a.m. and ending Friday morning at 9:00 a.m.
- c. The parties shall alternate weekends beginning Friday at 9:00 a.m. and ending Monday morning at 9:00 a.m.

13. Extended Summer Parent Time. Each party shall be entitled to extended summer parent time with the minor children for two (2) weeks each summer which may be exercised as uninterrupted parent time.

14. Notification of Extended Time. Both parents shall provide notification of their designated extended parent-time or vacation weeks with the minor children by May 1 each year, with Valerie having first choice of extended time in even-numbered years and Tobin having first choice of extended time in odd-numbered years. If notification is not provided timely, the first-choice parent shall waive his/her right to select extended parent time first, allowing the other parent first choice to select extended parent time for that summer, however this shall not be deemed as a waiver of extended parent time for the first choice parent.

15. Out of State Travel. If either parent intends to take the children outside the State of Utah, the exercising parent shall inform the other party of said travel, within a reasonable amount of time prior to travel, along with a travel itinerary and where the children can be reached.

16. Transportation. Unless the parties agree otherwise, the non-receiving parent shall be responsible for dropping the child(ren) to the other parent, with drop off to be conducted curbside.

17. Communication. The parties shall discuss all parenting issues and concerns, along with any communication necessary to facilitate the terms of this agreement through “Our Family Wizard” and shall not use their children to deliver messages. Each party shall equally share the cost associated for said app.

18. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of cell phone, mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact either parent at any time. Because Tobin is paying an upward deviation in child support, Valerie shall be responsible for paying the entire cell phone plans for the children and the entire cost for cell phones.

19. Notification of Children’s Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activity and sporting events their children may be involved in. If both parties have access to such information via

website school email, that will suffice. Both parties are encouraged to attend events, regardless of who is exercising parent time.

20. 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.

21. Activity Costs. Each party shall 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, and may take them to that activity on their parent time. If a parent cannot take the child to an agreed-upon extra-curricular activity, the other parent may have the option of taking the child to said activity (with the exception of any out-of-state activity).

22. Holidays. The holidays shall be as the parties agree with the parties agreeing that holidays take precedence over regular parent time. If the parties cannot agree the holidays shall be exercised as follows (Summer Holiday shall be as outlined in paragraph 12 entitled "Parent time during the Summer"):

| Odd | Even | Holiday and Time |
|-----|------|------------------|
|-----|------|------------------|

| <b>Years</b> | <b>Years</b> |   |
|--------------|--------------|---|
| Valerie      | Tobin        | <b>Martin Luther King Jr. Holiday</b> after school on the Friday before the holiday to the following Tuesday morning with drop off to school when school resumes  |
| Tobin        | Valerie      | <b>President's Day</b> after school on the Friday before the holiday to Tuesday morning with drop off to school when school resumes   |
| Valerie      | Tobin        | <b>Spring Break</b> after school on the day school lets out to the day school resumes with drop off to school. For year 2026 only, the parties agree that the children shall participate in a school trip to Ireland with the parties equally dividing Spring Break with Valerie having the first half and Tobin having the second half |
| Tobin        | Valerie      | <b>Memorial Day</b> after school on the Friday before the holiday to Tuesday morning with drop off to school when school resumes  |
| Valerie      | Tobin        | <b>Labor Day</b> after school on the Friday before the holiday to Tuesday morning with drop off to school when school resumes   |
| Tobin        | Valerie      | <b>Columbus Day</b> after school on day before the holiday to the day after the holiday with drop off to school when school resumes   |
| Valerie      | Tobin        | <b>Fall Break</b> after school on the day school lets out to the day school resumes with drop off to school when school resumes   |
| Tobin        | Valerie      | <b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.   |
| Valerie      | Tobin        | <b>Veteran's Day</b> after school on day before the holiday to the day after the holiday with drop off to school when school resumes  |
| Tobin        | Valerie      | <b>Thanksgiving</b> after school on the day school lets out to the day school resumes with drop off to school when school resumes   |
| Valerie      | Tobin        | <b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> through December 27 <sup>th</sup> at 7pm.  |
| Tobin        | Valerie      | <b>Second Half of Christmas Vacation</b> , beginning December 27 <sup>th</sup> at 7pm through 7 pm on the day before school resumes.  |
| Valerie      | Tobin        | The <b>day before or after child's birthday</b> from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session  |
| Tobin        | Valerie      | <b>Child's actual birthday</b> from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session   |



|         |         |   |
|---------|---------|---|
| Tobin   | Tobin   | <b>Father's Day</b> 9:00 a.m. on the holiday to the day after at 8 a.m.               |
| Valerie | Valerie | <b>Mother's Day</b> 9:00 a.m. on the holiday to the day after with drop off to school |

23. Mutual Restraining Order.

a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily or disparaging the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation either directly or indirectly.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to parallel parent the children in a way that promotes their best interest.

c. Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning or interrogating the children.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parenting time.

e. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.

- f. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the children from such circumstances unless through therapists.
- g. Both parties agree to keep the other party informed regarding their current physical address, phone number and email address within 48 hours of their move.
- h. Both parties shall encourage the child(ren) to attend and stay with the other parent during his/her parent time.
- i. Neither party shall comment on any lawsuit involving either party with the children at any time, directly or indirectly.
- j. Both parties shall be supportive of the minors' settlement of claim involving the minor children with both parties not disparaging Tobin's family which are a part of a lawsuit.
- k. Neither party shall engage in any illegal conduct.
- l. Neither party shall consume alcohol to the stage of intoxication while exercising parent time.
- m. The minor child(ren) shall not be left unsupervised at any time with Camela Langendorf and Carina DeCroes. Furthermore, the children shall not be in the presence of Camela and Carina if alcohol is being consumed by said

individuals. Tobin shall be responsible for removing the children from the presence of Camela and Carina if alcohol is being consumed.

n. Subject to the court's permission, Paragraphs l and m of this Mutual Restraining Order contained herein shall be incorporated into Case No. 250909645 in lieu of injunctive relief prayed for in said complaint and amended complaint.

o. Notwithstanding any language in this Decree of Divorce or the parties' Stipulation and Parenting Plan to the contrary and except for paragraph 23(l) and 23(m), none of the provisions of this Decree of Divorce or of the Stipulation, including section or paragraph 23 apply to, limit, or otherwise control either party or any other person or entity as it relates to Case No. 250909645.

#### FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated according to Utah Code child support guidelines. Valerie has a gross monthly income of \$8,250.00 per month. Tobin has gross monthly income of \$14,279.00 per month. Based upon a joint custody worksheet with Tobin exercising 160 overnights and Valerie exercising 205 overnights, Tobin would pay Valerie monthly child support of \$986.00/mo. commencing February 1, 2026. However, Tobin agrees to pay an upward deviation in child support and pay, on a 60/40 parent time schedule. Accordingly, commencing February 1, 2026, Tobin shall pay child support to Valerie in the upwardly deviated amount of

\$1,364.00 per month. Once the oldest child reaches the age of 18 or graduates from high school, whichever occurs last, child support shall be \$874.00/mo.

25. Child Tax Credit. Unless the parties agree otherwise, the parties will share the child tax credit as tax benefits for the minor children as follows:

- a. While there are two minor children, the parties shall each receive one child as a child tax credit with Valerie claiming EMS and Tobin claiming GAS.
- b. Once there is one minor child, the parties shall alternate the child tax credit with Valerie claiming the minor child in even numbered years and Tobin claiming the minor child in odd numbered years.
- c. Tobin shall only be entitled to claim the minor child (as outlined above) as a child tax credit, as long as he is current on his child support obligation by the end of the calendar year in which he is claiming the minor child as a child tax credit.

26. 2Medical/Dental/Vision Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the children in accordance with Utah Code with the parties equally sharing the cost of the premiums for the children. Tobin shall continue to provide health, dental, and vision insurance coverage for the minor children as long as it is available to him at a reasonable cost through his employer.

- a. <sup>3</sup>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.
- b. <sup>4</sup>The parent who incurs uncovered medical, dental, and vision expenses must provide written verification of the cost and payment of medical, dental, and vision 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, dental, and vision expenses for the minor children as indicated.

c. Division of Accounts. Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental/vision and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the Decree of Divorce at or before the day on which the provider first renders medical/dental/vision services or issues a bill for school fees.<sup>56</sup>

27. Real Property. During the course of the marriage, the parties acquired a marital home located at 8175 South Old Coventry Circle, Cottonwood Heights, Utah 84093. As an equitable distribution to the marital estate, the home is awarded to Valerie, free and clear of any claim by Tobin. Commencing immediately, Valerie shall be responsible for the mortgage, HELOC, utilities, insurance, taxes and all upkeep associated with said property. Valerie shall refinance the mortgage, and HELOC, removing Tobin from any liability within 6 months from entry this Decree of Divorce.

During the course of the marriage, the parties acquired business property located at 6040 Fashion Boulevard #203, Murray, Utah 84107 which is owned by NestEG LLC. Said property shall be awarded to Valerie, free and clear of any claim by Tobin. Effective immediately, Valerie shall be responsible for all debts and obligations as outlined below in paragraph 35.

28. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Each is awarded all personal property currently in their possession unless otherwise outlined in this Decree. Other property shall be awarded as follows:

| <i>Item Description:</i> | <i>Awarded to:</i>   |
|--------------------------|--|
| 2018 Range Rover         | Valerie subject to all indebtedness due and owing, holding Tobin harmless from any obligation owing, |

|   |  |
|---|--|
|   | including all taxes, insurance and upkeep associated for said vehicle  |
| 2014 Toyota Tundra  | Tobin subject to all indebtedness due and owing, holding Valerie harmless from any obligation owing, including all taxes, insurance and upkeep associated for said vehicle |
| Snap-on wrenches (if located)   | Tobin  |
| Birdbath -with pick-up arranged between the parties to be supervised by a third-party | Tobin  |
| Books that were in the office including the Christmas music for guitar (if located)   | Tobin  |
| BB gun (if located)   | Tobin  |

29. Debts. The parties acquired debts during the marriage. Each will assume, indemnify, and hold the other harmless from liability on, the following debts:

| <i>Debt Description:</i>                              | <i>Obligation of:</i> |
|---|-----------------------|
| All debt(s) and credit card(s) in the name of Valerie | Valerie               |
| All debt(s) and credit card(s) in the name of Tobin   | Tobin                 |
| 401(k) and TOD account loans                          | Tobin                 |
| Solar loan  | Tobin                 |

- a. Accumulation of Debt: Neither party will incur any liability on joint credit cards, if any. For any credit cards, which the other party is listed as an authorized user, the party shall immediately remove the other party as an authorized user within ten (10) days of today's date.

b. Other Debts: The parties are aware of no other joint debts and each shall pay any and all other separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Individual Credit Cards: Each party shall be responsible for their individual credit card(s) in their individual names as outlined above.

30. Financial Accounts. There are the following financial accounts, which shall be distributed as outlined below as follows:

| <i>Financial Institutions/accounts</i>        | <i>Awarded to:</i> |
|---|--------------------|
| All financial accounts in the name of Valerie | Valerie            |
| All financial accounts in the name of Tobin   | Tobin              |

31. Retirement/Investment/Pension Accounts. Valerie is awarded all retirement/investment/pension account(s) in her name, free and clear of any claim by Tobin. From Tobin's 401(k) account (The Williams Investment Plan Plus) currently held with Williams Retirement Plans through Tobin's current employer, Valerie shall receive \$165,000.00, with the remaining balance awarded to Tobin. Each party shall equally share the cost associated with any required Qualified Domestic Relations Order (QDRO) necessary to facilitate the awarded \$165,000.00 from Tobin's 401(k) account to Valerie. IT IS FURTHER ORDERED that this award shall be effectuated by entry of the QDRO consistent with this Decree and compliant with the requirements of the 401(k) plan and applicable to federal law, including ERISA and IRS.

IT IS FURTHER ORDERED that the Alternate Payee award of \$165,000.00 shall be calculated and paid without reduction for any loans taken, outstanding, repaid or defaulted upon by the Participant, whether such loan was incurred before or after the valuation date. Any

existing or future loan obligation against the Plan account shall remain the sole responsibility of the Participant and shall not reduce, offset, or otherwise impair the Alternate Payee's awarded amount. If necessary to indemnify and hold the Alternate Payee harmless from any reduction in the awarded amount caused by loan balances or loan related adjustments. IT IS FURTHER ORDERED that the Alternate Payee may elect a direct rollover into a qualified retirement account in his or her name. Any taxes associated with a distribution received directly by the Alternate Payee shall be the responsibility of the Alternate Payee, and no early withdrawal penalty shall apply if distributed pursuant to a valid QDRO.

IT IS FURTHER ORDERED that in the event, the QDRO is rejected by the Plan Administrator; the plan name is incorrectly identified, the plan has merged, terminated, transferred or been rolled into another retirement vehicle or the plan refuses to honor the QDRO for any reason not caused by the Alternate Payee, the participant shall take all necessary steps to correct, amend, or resubmit the QDRO to effectuate this award.

If for any reason the retirement plan is unavailable, insufficient, liquidated, withdrawn against, encumbered, diminished or otherwise incapable of satisfying the full \$165,000.00 award the Participant shall remain personally liable to the Alternate Payee for the full amount awarded herein and shall satisfy any deficiency from other assets, income, or property.

This obligation to pay the \$165,000.00 award is a judgment of this Court and shall not be contingent upon the Plan's approval of the QDRO. If payment cannot be accomplished through the Plan, the Court may enforce this award as a money judgment.

**Transfer of 401(k) Funds.** Within thirty (30) days of entry of this Decree, Tobin shall take all actions necessary to transfer the awarded amounts from the above-referenced 401(k),



including but not limited to preparing, executing, and submitting all documents required to effectuate the transfer. Tobin shall fully cooperate in the preparation and implementation of any QDRO required to complete the division. Nanette Ignjatovic shall prepare the necessary QDRO with the parties equally sharing the cost for said preparation and filing.

32. The I-bond account is reserved for the use of the children only.

33. Alimony. Commencing February 1, 2026, Tobin shall pay Valerie monthly alimony in the amount of \$1,000.00/mo. for a period of two (2) years. Alimony shall terminate upon the cohabitation or marriage of Valerie or upon the death of either party.

34. Additional Accounts, if any. If any other accounts are later discovered, and not a part of the parties' Stipulation and this Decree of Divorce, the account shall be equally divided and closed.

35. Business Interest. Valerie is awarded all Tobin's business interest in Well Being Physical Therapy, LLC, and all Tobin's equitable, equity, financial, ownership, shares, and all other interests in Well Being Physical Therapy LLC and all marital, business, equitable, equity, financial, ownership, shares, and all other interests in NestEG, LLC, free and clear of any claim by Tobin. Within 60 days of this Decree of Divorce, Tobin will execute and sign any documents Valerie or her counsel request relating to awarding and transferring all of Tobin's interest in NestEG, LLC and Well Being Physical Therapy, LLC. Valerie is responsible for all debts and obligations for Well Being Physical Therapy, LLC and NestEG, LLC, and will indemnify and hold Tobin harmless from any obligation owing thereon.

36. Not Pursue any lawsuits involving Well Being Physical Therapy, LLC, NestEG, LLC Between the Parties. Neither party shall pursue any lawsuits with each other as it relates to Well

Being Physical Therapy, LLC and NestEG, LLC. Valerie and Tobin waive any and all other claims against each other that existed prior to January 21, 2026.

37. The Stipulation and Parenting Plan dated January 21, 2026, represents a complete and full settlement of all existing claims by either party against the other that existed prior to January 21, 2026.

38. No arrearage due and owing. As part of the parties' Stipulation, neither party owes the other party any arrearage amount.

39. Former Name. Valerie shall be restored to her maiden name of Hodge if she so desires.

40. Mutual Cooperation. Each party shall cooperate with the other through counsel or otherwise to effect changes in title within thirty (30) days of entry of this Decree of Divorce unless otherwise set forth above, to effect changes in property to be distributed, to change the names and responsibilities for payment on the charge accounts and other debts allocated between the parties, and to cooperate in each and every other way necessary and proper to ensure that the terms of this Decree of Divorce are carried out in every detail.

41. Non-Dischargability. The allocation of joint debts is an integral part of the financial settlement in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the nonbankrupt party to be liable for the debt. The parties acknowledged that this provision may not be binding on the bankruptcy court.

42. Full Disclosure. Any asset, not disclosed herein, if later discovered, shall be awarded to the party finding said asset, free and clear of any claim by the party that didn't disclose said asset.

43. 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.

44. Drafting. Both parties attended mediation and have participated actively in the drafting and revising of the Stipulation. Both parties and their counsel have had an opportunity to read the Stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. 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.

45. Resolving Disputes. If after attending mediation for future disputes, with the dispute not resolved, and the parties taking the issue to the court, the significant prevailing party may be awarded his/her reasonable attorney fees and costs.

46. Execution of Necessary Documents. The parties shall immediately execute all necessary documents that are necessary to facilitate the terms of this agreement awarded herein.

47. Attorney Fees. The parties shall each pay their own costs and attorney's fees incurred by them in this action.

**\*\*\*END OF DOCUMENT\*\*\***

**PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE 4-503,  
UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL AND  
SIGNATURE OF THE COURT APPEARS AT TOP OF PAGE ONE OF THIS  
DOCUMENT.**

APPROVED AS TO FORM

/s/ Samantha E. Frazier  
Samantha E. Frazier  
*Attorney for Petitioner*

*Electronically signed by Cory R. Wall with permission of Samantha E. Frazier*

/s/ Brent Salazar-Hall  
Brent Salazar-Hall  
Private Guardian ad Litem

*Electronically signed by Cory R. Wall with permission of Brent Salazar-Hall*

**NOTICE PURSUANT TO RULE 7 (j)(4) OF THE UTAH RULES OF CIVIL  
PROCEDURE TO THE PETITIONER AND HER COUNSEL:**

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that the Decree of Divorce prepared by the Respondent will be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

DATED this 6th day of April, 2026.

/s/ Cory R. Wall  
CORY R. WALL  
*Attorney for Respondent*

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing Decree of Divorce was sent,  
via Electronic Mail, to the following this 6th day of April, 2026:

Samantha E. Frazier  
Attorney for Petitioner  
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