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**DISCIPLINARY AGREEMENT REGARDING THE LICENSE OF DAVID SNOW  
SCHWENDIMAN (LICENSE NO. 6690360-3102) TO PRACTICE AS A  
REGISTERED NURSE IN THE STATE OF UTAH  
CASE NO. DOPL 2026- 169**

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By signing below, David Snow Schwendiman ("Respondent") and the Utah Division of Professional Licensing ("Division") knowingly and voluntarily agree as follows:

1. **Agreement Effective Date:** This Agreement becomes effective on the day the Division Director signs the attached Order (the "Effective Date").
2. **Pre-Adjudication Settlement:** This Agreement is a pre-adjudication settlement, as contemplated by Utah Code § 63G-4-102(4). If the Agreement is not signed by Respondent and the Division, the Division will proceed with adjudication of Respondent's alleged unprofessional or unlawful conduct. By signing this Agreement, Respondent waives the right to participate in adjudication proceedings and respond to these allegations before the Division.
3. **Undisputed Facts:** Respondent and the Division do not dispute the following facts, for the purposes of the Division's administrative action regarding Respondent's license:
  - a. Respondent was first licensed to practice as a Registered Nurse in the State of Utah on May 14, 2008
  - b. On July 17, 2025, before the Third Judicial District Court in and for Salt Lake County, in the State of Utah, Respondent was charged by information for conduct occurring on or about February 14, 2025. Case No. 251908571.
  - c. On July 30, 2025, Respondent entered into a non-disciplinary limitation agreement, in which Respondent agreed to not practice as a Registered Nurse until the criminal charges were resolved. DOPL-2025-329.
  - d. On January 20, 2026, Respondent entered a guilty plea to Intentional Abuse or Neglect of a Vulnerable Adult, a Class A misdemeanor, in violation of Utah Code 76-5-111.
  - e. In a statement in support of his plea, Respondent stated, "On or about February 14, 2025, in Salt Lake County, while working at a care facility, I knowingly and intentionally ripped away a walker being used by a vulnerable adult. My actions caused the vulnerable adult to lose her balance and subsequently fall. The vulnerable adult sustained bruising to her legs and face."
4. **Finding of Unprofessional Conduct:** Respondent's conduct described above is "unprofessional conduct," as defined by the following statutes and rules:

**Utah Code 58-1-501. Unlawful and Unprofessional Conduct.**

(2)(a) "Unprofessional conduct" means conduct, by a licensee or applicant, that is defined as unprofessional conduct under this title or under any rule adopted under this title and includes:

(i) violating any statute, rule, or order regulating an a profession under this title;

(ii) violating, or aiding or abetting any other person to violate, any generally accepted professional or ethical standard applicable to an occupation or profession regulated under this title;

(iii) subject to the provisions of Subsection (4), engaging in conduct that results in conviction, a plea of nolo contendere, or a plea of guilty or nolo contendere that is held in abeyance pending the successful completion of probation with respect to a crime that, when considered with the functions and duties of the profession for which the license was issued or is to be issued, bears a substantial relationship to the licensee's or applicant's ability to safely or competently practice the profession;

(xi) verbally, physically, mentally, or sexually abusing or exploiting any person through conduct connected with the licensee's practice under this title or otherwise facilitated by the licensee's license.

5. **Division's Authority to Act:** Based on its finding of "unprofessional conduct," the Division is authorized to "revoke, suspend, restrict, place on probation, or otherwise act upon" Respondent's license under Utah Code 58-1-401(2).
6. **License is Surrendered:** Respondent surrenders their license to practice as a Registered Nurse in the State of Utah, and all residual rights related to that license, forfeiting any right to practice as a Registered Nurse in the State of Utah.
7. **Reapplying for Licensure:** Respondent may not reapply for licensure as a **Registered Nurse** in the State of Utah until five (5) years have elapsed from the effective date of this Agreement and the following terms and conditions are satisfied:
  - a. **Completion of Criminal Sanctions:** If applicable, Respondent must complete all terms and conditions of any criminal sanctions incurred before or during the period of this Agreement, including probation or parole. If Respondent has not completed all criminal sanctions by the time Respondent's license's probationary period ends, the license's probationary period will be extended until all criminal sanctions are successfully completed.
  - b. **Payment of Administrative Penalties or Fines:** Respondent remains responsible for any outstanding administrative penalties or fines previously ordered by the Division. Respondent must pay any outstanding fines in full before their reapplication for licensure may be approved.
  - c. **Payment of Costs:** Respondent is responsible for paying the costs related to compliance with this Agreement.
8. **Actions or Public Statements Regarding Agreement:** Respondent agrees not to take any action or make any public statement that creates, or tends to create, the impression that any of the matters set forth in this Agreement are without a factual basis. A public statement includes a statement made to one

or more Board members during a meeting of the Board. Any such action or statement shall be considered a violation of this Agreement.

9. **No Guarantee of Relicensure:** The Division does not guarantee that any future application by Respondent for licensure will be granted.
10. **Disciplinary Action:** The resulting Division Director Order is a disciplinary action against Respondent's license under Utah Administrative Code R156-1-102(8) and Utah Code § 58-1-401(2). This disciplinary action may adversely affect any license or application for licensure Respondent may have in another state.
11. **Agreement is a Public Document:** This agreement is a public document and will be published on the Division's website. It may also be reported to disciplinary databases, such as the National Practitioner Data Bank.
12. **Time for Completing Terms or Conditions:** Respondent must comply with and timely complete all terms of this Agreement. If a time for completion for a term or condition is not expressly defined, the Division may later set the deadline.
13. **Sanction for Violation:** If Respondent violates any of the above terms, the Division may seek further limitation, sanction, or revocation of Respondent's license.
14. **No Outside Agreement:** There are no written or verbal agreements outside of the text of this document and the attached Order that modify, interpret, construe, or affect this Agreement. No person is authorized to make any promise, implication, or guarantee on behalf of the Division outside of this Agreement.
15. **Void if no Final Order:** The Division Director is not required to accept this Agreement or sign the attached Order. If the Division Director does not sign the attached Order, this Agreement and the representations in it will be null and void.
16. **Waiver of Claims Against Division Director:** If the Division Director does not sign the attached Order, the Division may initiate adjudication of Respondent's alleged unprofessional or unlawful conduct. In an adjudicative proceeding, the Division Director may be the presiding officer and final decisionmaker. Respondent and the Division waive any claim that the Division Director was biased or prejudiced by having reviewed this Agreement. This waiver survives nullification of the Agreement.
17. **Waiver of Judicial Review:** Respondent waives all rights to administrative and judicial review of this Agreement and Order that they might otherwise be entitled to under Utah Code §§ 63G-4-301 through -405 and Utah Administrative Code R151-4-901 through -907.
18. **Opportunity to Review:** Respondent has read and understands all the above and has no questions about any term or provision.

(Signatures on following page)

DIVISION OF PROFESSIONAL LICENSING

BY:   
Jeff Busjahn  
Licensing Administrator

DATE: 06/02/2026

RESPONDENT

BY:   
David Snow Schwendiman

DATE: 05-29-26 @ 1659

## ORDER

THE ABOVE AGREEMENT between the Division of Professional Licensing ("Division") and **DAVID SNOW SCHWENDIMAN** is approved by the Division and constitutes my Findings of Fact and Conclusions of Law. This Order is a disciplinary action under Utah Administrative Code R156-1-102(8) and Utah Code § 58-1-401(2). The terms and conditions of the Agreement are incorporated and constitute my Final Order.

ISSUED

June 2, 2026.

DIVISION OF PROFESSIONAL LICENSING

  
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**MARK B. STEINAGEL**  
Director

OR

**JANA JOHANSEN**

Assistant Director / Director Designee

Investigator ~ David Olsen

Licensing Administrator ~ Jeff Busjahn

Assistant Attorney General ~ Steven Green (Bar No. 11895)