



Paul H. Gosnell (12347)
THE ALLIES LAW FIRM, PLLC
1755 N. 400 E., Suite 204
North Logan, Utah 84341
(435) 227-5468 Office
Paul@allieslawfirm.com
Please CC: Diann@allieslawfirm.com
Mediator

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE OF:

Melissa Rossetti,
Petitioner,

and

Thomas Rossetti,
Respondent.

DECREE OF DIVORCE

Civil No. 264701070
Honorable Michael D. DiReda
Commissioner Julie Winkler

Melissa Rossetti (Hereinafter “Melissa”), having filed an action for divorce in the above entitled matter and the parties having come to an agreement as to the matters previously at issue between them, with regards to Property Settlement Agreement memorializing the terms of their agreement; pursuant to URPC 2.4 which states, “A lawyer serving as a mediator in a mediation in which the parties have fully resolved all issues: ... with the informed consent of all parties confirmed in writing, may record or may file the documents in court, informing the court of the mediator's limited representation of the parties for the sole purpose of obtaining such legal approval as may be necessary”; and the Court having reviewed the Petition for Decree of

In the Matter of Melissa and Thomas

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Decree of Divorce

THE ALLIES LAW FIRM, PLLC,

Mediator

Divorce, together with all the pleadings herein and being fully advised in the premises, now enters the following:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Melissa shall be awarded a divorce against Thomas Rossetti (Hereinafter “Thomas”), on the petition filed herein, with the Decree to become final upon signing and filing by the Court.

CUSTODY AND PARENT-TIME

2. Child(ren). The parties have two (2) child(ren) born as issue of this marriage, namely:
 - a. A.A.R., born 06/2010;
 - b. E.B.R., born 11/2011;
 - c. and no more children are expected.
 - d. Pursuant to UTAH CODE ANN. § 78B-13-102(7), Utah has jurisdiction over custody of the minor child(ren).
3. Custody. It is in the best interests of the minor child(ren) that Melissa be awarded sole legal and sole physical custody of the parties’ minor child(ren) subject to Thomas’s liberal parent-time as defined below.
4. Parent Time. Parent-time shall be as the parties agree.

CHILD SUPPORT

5. Melissa is currently making \$9,250.00 gross income per month.
6. Thomas is currently unemployed and making \$0.00 gross income per month.

7. Child Support Payment. Therefore, in accordance with UTAH CODE ANN. § 81-6-302, Thomas shall pay \$30.00 per month in child support to Melissa. The parties have agreed that Thomas will not have to pay the support obligation to Melissa in exchange for receiving less of the retirement accounts as set forth hereinafter. Thomas shall receive a credit equal to his child support obligation for receiving less from Melissa's retirement account.

8. Future Modification of Child Support. UTAH CODE ANN. § 81-6-202, as amended, provides that the parents are to be notified of the opportunity to adjust a child support order under any of the following circumstances:

- a. Upon any minor child turning eighteen years old or graduating from high school during their normal and expected year of graduation, whichever occurs later, child support shall be reduced to reflect the same;
- b. When a support order has not been modified within the previous three (3) years, and if this Court, taking into account the best interests of the child(ren), determines that the new child support payment would be a difference of at least ten percent (10%) than the previous amount ordered;
- c. A substantial change in circumstances occurs, including but not limited to:
 - i. Material changes in custody;
 - ii. Material changes in relative wealth or assets of the parties;
 - iii. Material changes of thirty (30) percent (30%) or more in the income of either parent;
 - iv. Material change in the ability of either parent to earn income;

v. Material change in the legal responsibilities of either parent for the support of a third party.

d. For any of the substantial changes of circumstances identified in (c) above, the change shall result in a difference of fifteen percent (15%) or more between the amount of child support previously ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not temporary, this Court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

9. Collection. Should either party fall more than thirty (30) days behind in their child support obligations, the other party shall be entitled to mandatory income withholding payable through the Utah Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145, as provided by UTAH CODE ANN. § 62A-11-401 *et seq.* to aid in the collection of support.

CHILD-RELATED EXPENSES AND TAX CREDITS

10. Childcare Expenses. Pursuant to UTAH CODE ANN. § 81-6-209, both parties shall be responsible for one-half of any and all work, career, or occupational-training-related childcare expenses. The parties do not anticipate childcare expenses, if Melissa ever engages childcare she shall have an affirmative obligation to notify Thomas and have a mutual agreement to the expense before Thomas would be obligated to reimburse Melissa.

11. Insurance Premiums on Behalf of the Child(ren). Melissa shall maintain medical, dental, and optical insurance for the minor child(ren)'s benefit. Melissa shall be fully responsible for all insurance premiums and all out of pocket medical expenses for the minor children.

12. Tax Exemption. Melissa shall claim the minor children as dependents on her tax returns every year.

13. School Fees. Melissa shall be responsible for any and all mandatory school fees (i.e. books, registration, and fees).

14. Extracurricular Activities. Melissa shall be responsible for any and all activity fees.

PROPERTY SETTLEMENT AGREEMENT

15. Alimony. Neither party shall receive alimony one from the other, and both parties hereinafter waive any and all rights they may or may not have to receive alimony.

16. Real Property. The real property acquired during the marriage shall be divided as follows:

a. 843 W. Hexham Rd, North Salt Lake, UT 84054.

i. Possession. Melissa is awarded possession of this property. The party awarded possession of the property shall solely be responsible for any and all debts and obligations associated with the home (i.e. mortgage, utilities, etc.).

ii. Equity. Melissa shall be awarded all equity therein as her sole and separate property.

iii. Title. The parties shall cooperate in signing any paperwork to transfer title of the property to Melissa.

b. 3500 39th Street, NW, Unit A667 Washington D.C., 20016. (and the associated parking space).

- i. Possession. Thomas is awarded possession of this property. The party awarded possession of the property shall solely be responsible for any and all debts and obligations associated with the home (i.e. mortgage, utilities, etc.).
- ii. Equity. Thomas shall be awarded all equity therein as his sole and separate property.
- iii. Title. The parties shall cooperate in signing any paperwork to transfer title of the property to Thomas.

17. Personal Property. The parties shall equitably divide all personal property acquired during the marriage. In the event they cannot agree, they shall first seek the assistance of a Mediator before seeking the court's assistance to divide their personal property.

18. Motor Vehicles. The Motor Vehicles acquired during the marriage shall be divided as follows:

- a. 2019 Nissan Leaf shall be awarded to Melissa, free and clear of any interests and rights of Thomas.
 - i. Melissa shall remove Thomas's name from any and all debts/obligations associated with this vehicle within 30 days of the Decree of Divorce being signed by this court.
 - ii. Upon Melissa removing Thomas's name from any and all debts/obligations, the parties shall retitle this vehicle solely in Melissa's name

(if so required) with both parties being required to sign any paperwork necessary to do so.

iii. Melissa shall hereinafter be responsible for any and all debts, and expenses, including insurance, accrued with regards to this vehicle.

b. 2018 Tesla Model 3 shall be awarded to Thomas, free and clear of any interests and rights of Melissa.

i. Thomas shall remove Melissa's name from any and all debts/obligations associated with this vehicle within 30 days of the Decree of Divorce being signed by this court.

ii. Upon Thomas removing Melissa's name from any and all debts/obligations, the parties shall retitle this vehicle solely in Thomas's name (if so required) with both parties being required to sign any paperwork necessary to do so.

iii. Thomas shall hereinafter be responsible for any and all debts, and expenses, including insurance, accrued with regards to this vehicle.

19. Retirement/Investment Accounts. The parties have agreed to divide their retirement accounts as follows:

a. Melissa has a Fidelity account, her account consists of separate sub-accounts, with a total combined value of approximately \$808,302.93.

b. Melissa has a TSP account, last four digits being: ####, in the amount of approximately \$110,583.07.

- c. Per the disclosed accounts above, Melissa shall transfer to Thomas 32.5% of the total combined amounts from all retirement accounts listed herein, the parties shall calculate that figure, and make a single transfer from Melissa's Fidelity account.
- d. The parties shall utilize Rori Hendrix to assist in preparing and filing a Qualified Domestic Relations Order if so required and shall equally share the cost incurred therein.

20. Bank Accounts. The parties have agreed to the following for the division of their bank accounts:

- a. The parties have a joint Capital One bank account, and separate individual bank accounts with Bank of America, Wells Fargo, and America First. The parties shall divide all accounts 50/50, the division shall occur no later than when Thomas moves from the marital home.
- b. Each party shall keep the bank accounts currently in their names as their separate property, free of any claim by the other party. For any joint accounts, the parties shall discuss and agree on who shall retain the account number.

21. Business Interests. During the marriage, the parties established an unnamed business to manage their Washington D.C. condo as a rental. The parties have agreed to the following provisions:

- a. Thomas is awarded ownership of the Business, including stock, memberships, assumed names, and the like free and clear of any and all claims or interest by Melissa.

b. Thomas shall assume and pay any debts, obligations, and liabilities associated with the Business awarded to him and shall hold the other party harmless therefrom.

22. Debts. The parties have equitably divided all debts acquired during the marriage and each party is responsible for the debts currently held in their name as their sole responsibility.

23. Future Debts. Any and all debts incurred by either party after the date of separation shall be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same.

24. Notice to Creditors. The parties should also be ordered to notify creditors or obligees of this Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties understand that this division of debts is an agreement between them. This agreement does not excuse the other party from the debt with the creditor. Therefore, the parties further agree that they will keep any and all joint debts current and in good standing with the creditors.

25. In addition to a creditor's duties as a secured party under UTAH CODE ANN. § 70A-9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under UTAH CODE ANN., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under UTAH CODE ANN. §§ 81-4-501 or 81-4-202 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by this court order or by other written notice, must provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.

26. With respect to a debtor who is not ordered by this Court under UTAH CODE ANN. §§ 81-4-501 or 81-4-202 to make payments on a joint obligation, no negative credit report under UTAH CODE ANN. § 70C-7-107, and no report of the debtor's repayment practices or credit history under UTAH CODE ANN., Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of this Court's order as required in this section of the Stipulation & Agreement unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by this Court to make the payments.

PARENTING PLAN

27. Due to Melissa being awarded sole legal custody, no parenting plan is required. The parties can mutually discuss and agree on any information related to the minor children that will be shared between the parties, and the most effective way to do so going forward.

MUTUAL RESTRAINING ORDER

28. Disparagement. The parties are mutually restrained from making any disparaging remarks about the other parent in front of the parties' minor child(ren) or to the minor child(ren).

29. Credit. Neither party shall use the other party's credit, likeness, or accounts for any purpose.

MISCELLANEOUS

30. Maiden Name: Melissa shall be allowed to restore her maiden name if she so desires but is not mandated to do so.

31. Execution of Documents: Each party shall promptly execute and deliver any and all documents necessary to carry out the terms and provisions contained in the Decree of Divorce entered in this matter.

32. Separate Property: All property and money received or retained by each party pursuant to the Decree of Divorce is the separate property of such party free and clear of any right, interest or claim of the other party, all items of real and personal property then or thereafter belonging to him or her, and each party shall have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectually, in all respects and for all purposes.

33. Mediator Fees and Court Costs: The parties have paid the mediator fees and court costs associated with this action. In the event that any party hereto shall in the future be found in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

*****END OF ORDER*****

Official Court Signature to Appear at Top of First Page

APPROVED AS TO FORM AND CONTENT:

/s/ Melissa Rossetti
Melissa Rossetti

/s/ Thomas Rossetti
Thomas Rossetti

E-SIGNATURES BY PERMISSION – ACTUAL SIGNATURES ON FILE

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Mediator

CERTIFICATE OF SERVICE

On this Thursday, August 6, 2026 the undersigned certifies that a true and correct copy of the foregoing DECREE OF DIVORCE was sent to the following interested parties via the following methods:

Second Judicial District Court — JudicialLink electronic Filing System

Melissa Rossetti — Email
melissa.rossetti@gmail.com

Thomas Rossetti — Email
thomas.rossetti@gmail.com

/s/ Paul H. Gosnell
Paul H. Gosnell, Esq
THE ALLIES LAW FIRM, PLLC
Mediator