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Licensed Paralegal Practitioner for Melissa A. Tolotti

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**IN THE THIRD JUDICIAL DISTRICT COURT**

**IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

**Court Address: 450 South State Street, Salt Lake City, Utah 84114**

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In the matter of the marriage of:

MELISSA ANDREW TOLOTTI

and

RICHARD LINDO TOLOTTI, JR.

**DECREE OF DIVORCE**

Civil No. 254903233

Judge Charles Stormont

Commissioner Russell Minas

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2The above-captioned matter came on regularly for consideration by the Court without hearing. Melissa A. Tolotti ("Melissa") and Richard Lindo Tolotti, Jr. ("Rich")<sup>3</sup> have entered into a Settlement Agreement and Parenting Plan (the "Agreement") to settle all issues of this divorce action. Pursuant to the terms of the Agreement, the parties consented that a Decree of Divorce could be entered with terms consistent to the terms of the Agreement. The Court considered the testimony of Melissa by way of Declaration as to Jurisdiction and Grounds for this divorce. The Court having reviewed the Agreement and other pleadings on file herein, and having entered its Findings of Fact and Conclusions of Law does now ORDER, ADJUDGE and DECREE as follows:

## DIVORCE

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, and the marriage between Melissa and Rich be and the same is hereby dissolved, and the parties are hereby free and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

## CHILDREN

2. The parties have one minor child born as issue of their marriage: N.C.T., born September 2009 (the “child”). No other children are expected.

## CUSTODY/PARENT-TIME

3. It is in the child’s best interest that Melissa is awarded sole legal custody of the child.

4. It is in the child’s best interest that Melissa is awarded sole physical custody of the minor child, pursuant to her historical and continuous role as the child’s primary and nearly exclusive caretaker and decision-maker throughout the child’s life, with Rich’s parent-time as the parties agree. If the parties cannot agree on Rich’s parent-time schedule, the parties shall attend mediation and discuss Rich’s custody and parent-time schedule, including a holiday and summer extended parent-time. Prior to modifying Rich’s parent-time schedule as the parties agree, Rich and N.C.T. shall also attend reunification therapy with Dr. Natalie Malovich for a determined amount of time as recommended by Dr. Malovich as this would be a safe space for N.C.T., as he may need to be able to express his concerns and any issues

relating to his relationship with his father or any other issues that arise and to ensure his relationship with Rich moves forward in a positive direction. Reunification therapy shall continue until Dr. Malovich can provide certain recommendations to increase Rich's parent-time with N.C.T. So long as Rich remains sober, his parent-time with N.C.T. will not be supervised. Should Rich relapse in his sobriety, the parties will meet with Dr. Natalie Malovich to determine any recommended supervised parent-time for Rich and N.C.T.

5. The school the child will attend is based on the residence of Melissa.

6. The parties shall be notified immediately by the other parent in the event of a medical emergency of the child.

7. Each party shall provide the other with the parent's current address and telephone number, email address and other virtual parent-time access information within 24 hours of any change.

8. The parties shall discuss all parenting concerns by email and shall not use their child to deliver messages. The parties shall use phone or text contact for emergencies or other parenting issues. The parties shall be civil with one another and will not send harassing, bombarding and berating text messages, phone calls or emails to the other.

9. **Passports.** The parties are ordered to cooperate in maintaining a current passport for the minor child. Melissa shall keep the passport in a safe location when not in use. Neither party will unreasonably withhold

consent for international travel, and neither party shall refuse to cooperate with signing/notarizing documentation to allow the minor child to travel internationally with the other parent. N.C.T.'s passport is currently expired. Rich is ordered to sign all forms and documentation immediately and upon the first communication request from Melissa to Rich, requesting his signature and authorization on any and all forms, in order to have N.C.T.'s passport immediately renewed.

10. **Virtual Parent-Time:** Both parties shall be entitled to daily, reasonable, uninterrupted, and unmonitored/uncensored telephone/videophone contact with the child at reasonable hours (unless otherwise agreed between the parties in writing, this shall occur between the hours of 8:00 a.m. and 8:00 p.m.) as initiated by the child and for reasonable duration (which shall be based upon the child's abilities, interests, schedule, and willingness to participate) while the other party is exercising parent-time with the child. Similarly, each party shall enjoy unmonitored/uncensored mail and e-mail contact with the child.

11. **School Fees:** Each party is ordered to assume and be responsible for one-half of any out-of-pocket school expenses (i.e., lunches, school photos, registration, books, required supplies, lab fees, school dances, including Prom, including but not limited to tickets, pictures and purchasing or rental attire, etc.) incurred during the time leading up to and including high school, including private tuition. The party incurring the out-of-pocket

school expense shall submit to the other party an invoice, bill, receipt or other verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification. If it is more practicable, the parties can set up his or her own individual payment schedules and accounts with a child's school for the child's school expense directly to pay his or her one-half portion of the child's school expense, rather than reimburse the other parent for the expense.

12. **Extracurricular Activities:** The parties shall support the child in extracurricular activities when agreed upon in advance, in writing, including ensuring the child attends on their respective parent-time and equally sharing the costs of the child's current and any future activities both parents agree upon in writing. When agreed upon in advance and in writing, the parties shall share equally all costs associated with those activities, including but not limited to uniforms, participation and competition fees and equipment. Both parties shall have access to games, meets, performances, tournaments, coaches, schedules, tutors, and access to all information, emails, coaches, etc. on these activities. Both parents shall be responsible for carpool, sports and activities on the day the child is with them; provided, the parents will work together to coordinate if accommodation is needed. If either parent involves a child unilaterally in activities, the other parent should not be obligated to facilitate the child's participation on his or her parent-time or

to share the cost. The party incurring the extracurricular activity expense shall submit to the other party an invoice, bill, receipt or other verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those extracurricular activity expense invoices, bills, receipts, and/or verification. If it is more practicable, the parties can set up his or her own individual payment schedules and accounts with the provide for the child's extracurricular active expense directly to pay his or her one-half portion of the child's extracurricular activity expense, rather than reimburse the other parent for the expense. Rich is currently paying one-half of N.C.T.'s automobile insurance in the amount of \$170 per month. Rich is ordered to continue to pay one-half of N.C.T.'s automobile insurance.

13. **College Expenses**. Rich is ordered to pay for one-half of N.C.T.'s college expenses, including, but not limited to, tuition, books, required supplies, lab fees, parking and housing.

14. **Relocation**. The parties will be bound by the provisions of Utah Code Ann. §81-9-209.

15. The parties shall not introduce the child to a romantic interest unless and until they are in a committed relationship. The parties can jointly work with any therapists or professionals, including those of the child, on how to jointly introduce a romantic interest to the child to minimize any possible negative effects to the child.

16. Communication. The parties shall communicate with each other by any method, including, but not limited to, in person, telephone, email and texting. All communication between the parties shall be professional and respectful. The parties will give the child privacy during their communication with the other parent. The parties will not interfere with or monitor communication between the child and the other parent. The parents and the child may communicate with each other whenever the child may choose. The parents may communicate with the child by any method, including, but not limited to, in person, telephone, texting, letter and email. At Rich's request, the parties shall use a shared Apple iPhone calendar for scheduling of appointments, activities and all other functions the child is participating in.

17. Child Support. Child support shall be paid on a sole custody worksheet for one child. Melissa's gross monthly income is \$5,000 per month. Rich's current gross monthly income from the Boom distribution is \$5,000 per month. Rich's gross monthly income at this rate is not guaranteed. Rich's gross monthly income of \$5,000 per month begins on the company's cash flow. For example, no distributions were made for December 2025 or January 2026. The parties are also waiting for eventual payback from Twisted Goat (one of the parties' other investment companies). The parties do not know when they should start receiving quarterly distributions from Twisted Goat. They are currently projecting Q2, in 2026 but it will be a percentage of the cash flow from product sold. There will not be a predictable

or guaranteed amount. If Rich obtains new employment as projected in March/April 2026, the parties will determine Rich's gross monthly income from that employment, in addition to what he is receiving through the parties' investment distributions and will adjust Rich's child support obligation accordingly.. Beginning September 1, 2025, Rich is ordered to pay Melissa child support in the amount of \$1,000 each month. Child support is calculated on a sole custody worksheet under the Utah Uniform Child Support Guidelines. This is an upward deviation on the child support worksheet based on the agreement between the parties. This upward deviated amount of child support also include N.C.T.'s health insurance, currently provided by Melissa through her employment, N.C.T.'s automobile insurance, and N.C.T.'s cell phone bill.

a. Child support shall be paid to Melissa by direct deposit or electronic funds transfer, on the first day of each and every month.

b. Unless the court orders otherwise, child support for a child terminates at the time and shall automatically adjust when a child becomes 18 years of age and has graduated from high school during the child's normal and expected date of graduation, whichever occurs later, or a child marries, dies, becomes emancipated, or becomes a member of the armed forces of the United States.

19. Automatic income withholding of Rich's child support obligation shall not be implemented at the present time. In the event Rich becomes



more than 30 days delinquent in the payment of his child support obligations, including health insurance premiums, reimbursement for uncovered medical and dental expenses, school fees and expenses and any of the minor child's extracurricular activities, automatic income withholding may be implemented through the Office of Recovery Services ("ORS"). Rich shall pay for all fees charged and/or associated with the collection of his child support payments through ORS.

20. Medical/Dental Expenses. The parties shall provide health care coverage for the minor child pursuant to U.C.A. §81-6-208. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-208. Melissa is currently providing health and dental insurance for the minor child. Each party is ordered to pay one-half of the child's portion of the health and dental insurance premiums for the child. Melissa's health and dental insurance plan shall be the primary coverage for the minor child. If Rich obtains health and dental insurance for the minor child, his plan shall be the secondary coverage for the minor child. If the child has double insurance coverage from both parties, the parties shall routinely review both parties' health and dental insurance plans and determine which plan is the better plan, including benefits and costs.

- a. Each parent shall share equally all reasonable and necessary uninsured expenses for the minor child, including, but not limited to, one-half of all

uninsured expenses for medical, dental, surgery, deductibles and co-payments, orthodontic care, counseling, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, prescriptions, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, as well as other reasonable and necessary uninsured medical and dental expenses incurred for the dependent child and actually paid by the parents.

- b. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall 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 shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
- c. The parent who is ordered to maintain insurance should provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.
- d. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

21. Child Care Expense. Neither parent is incurring child care expenses for the minor

child and therefore no Court order shall be entered.

### TAXES

22. Dependency Exemptions. Melissa is awarded the dependency exemption/tax credit for the minor child.

23. Taxes. In the event any income tax return of the parties filed on a married filing joint basis is audited, the parties shall be equally liable for any tax, penalty or interest assessed or shall be equally entitled to any refund.

24. The parties have filed their joint tax federal and state tax return for 2025.

### REAL PROPERTY

25. During the marriage, the parties acquired a marital home and real property located at 1652 East Red Tree Court, Draper, Utah (the "Home"). The Home has been sold and the proceeds divided equitably between the parties.

### INVESTMENTS/BUSINESS INTERESTS

22. Division of Membership Interests in Twisted Goat, LLC.

The parties loaned/invested \$500,000 of marital funds to Twisted Goat, LLC and will divide such ownership of Twisted Goat as follows:

Richard will retain/receive 50% of the investment distribution proceeds.

Melissa will retain/receive 50% of the investment distribution proceeds.

All payments owed to Melissa and Richard shall be delivered in accordance with written payment instructions provided by each party, as may be updated from time to time, upon written notice. Each party will provide a separate document with the wire/ACH instructions to both Twisted Goat, LLC and BOOM Interactive.

Twisted Goat, LLC is hereby given direct orders from the Court to distribute each party's 50% investment distribution proceeds separately to each party and directly to each individual party.

23. Division of the loan proceeds to BOOM Interactive.

Richard and Melissa used marital funds to loan \$1,000,000 to BOOM Interactive. In connection therewith, BOOM Interactive executed a Promissory Note ("Note") and Deed of Trust ("Deed of Trust," collectively the "Loan Documents") memorializing the loan and establishing the terms of repayment. The parties are equal co-owners of the Loan Documents and the indebtedness evidenced thereby, each holding an undivided fifty percent (50%) interest. All payments, proceeds, distributions, repayments, or other sums of any kind received in connection with BOOM Interactive, including, but not limited to, principal, interest, fees, or amounts paid upon satisfaction or enforcement of the debt shall be divided equally between Richard and Melissa, with each party entitled to fifty percent (50%) thereof.

Neither party shall have the right to receive more than their respective fifty percent (50%) share, nor direct, assign, or otherwise dispose

of more than their proportional interest in the Loan Documents, Equity, or any proceeds therefrom without the prior written consent of the other party.

Richard will retain/receive 50% of the investment distribution proceeds and repayments.

Melissa will retain/receive 50% of the investment distribution proceeds and repayments.

All payments owed to Melissa and Richard shall be delivered in accordance with written payment instructions provided by each party, as may be updated from time to time, upon written notice. Each party will provide a separate document with the wire/ACH instructions to both Twisted Goat, LLC and BOOM Interactive.

BOOM Interactive is hereby given direct orders from the Court to distribute each party's 50% of each party's investment distribution proceeds and repayments directly to each individual party. To ensure that all proceeds derived from the Loan Documents is split in accordance with the terms hereof, on an annual basis (or upon written demand by Melissa), each party can request an "Accounting Demand", to review the financial documentation and transactions and certify, via writing, that all proceeds received by each party, separately, were distributed in accordance with this section. Provided that, any review of the financial records will be limited to enforcing this section and no other financial information will be given to either party, other than the written certification of funds received, without the express written

consent of the other party

Although Richard originally signed the Promissory Note to BOOM Interactive, BOOM Interactive is hereby able to communicate directly with Melissa, either through any form of communication, including, but not limited to, mail, email, text or telephone, of any updates to the account regarding the business BOOM Interactive, any and all payments, investment/loan proceeds, an accounting demand, or any other communication that may arise in the future that is requested by Melissa.

24. In accordance with the terms of the Loan Documents, if BOOM Interactive defaults thereunder and legal action can be taken, the parties will jointly work in good faith to retain legal counsel and to make all future legal decisions regarding the Loan Documents together. If, for any reason, the parties cannot agree on legal decisions relating to the Loan Documents, the parties have agreed that either Richard or Melissa can unilaterally take legal action to strictly enforce the terms of the Loan Documents. If the parties jointly take further legal action, Richard and Melissa will split all legal costs and net proceeds (including but not limited to settlement or verdict) associated with any action taken to enforce the Loan Documents equally.

25. The parties expressly waive any claim to a disproportionate share to the proceeds.

26. The parties will execute all documents necessary to execute and deliver, or cause to be executed and delivered, all such documents and

instruments, and will take, or cause to be taken all such further or other actions, as necessary or desirable to more fully effectuate the purpose of this section.

#### FINANCIAL ACCOUNTS

27. Each party is awarded the bank account(s) in his or her own name, free and clear of any claim from the other party.

28. There are currently no joint bank or credit union accounts. Should any joint bank or credit union accounts later be discovered, the funds in the account shall be divided equally and the account(s) should immediately be closed.

#### RETIREMENT ACCOUNTS

29. During the course of the marriage, neither party acquired a retirement account and therefore no orders will need to be entered by the Court as to the division of any retirement accounts.

#### VEHICLES

30. Melissa is awarded the 2021 Infiniti QX80, free and clear of any claim of Rich, subject to the debts and obligations associated with that vehicle. There is currently no loan obligation on this vehicle. The vehicle is titled solely in Rich's name. Rich is ordered to sign the title of the Infiniti over to Melissa within ten (10) days of signing the Agreement.

31. Rich is awarded the recently acquired Honda Accord, 2016 Ford F350 and the 1971 K5 Chevrolet Blazer, free and clear of any claim of

Melissa, subject to the debts and obligations associated with those vehicles. There is currently no loan obligation on either vehicle. All vehicles are titled solely in Rich's name.

32. Each party is ordered to be responsible for the debts, registration, taxes and insurance on the vehicle he or she is awarded.

33. During the course of the marriage, the parties acquired a 2016 G23 Ski Nautique Boat. The boat has been sold and the proceeds were divided equally between the parties.

34. Each party shall be responsible for the debts, registration, taxes and insurance on the vehicle he or she is awarded.

#### PERSONAL PROPERTY

35. Each party is awarded his or her clothing, furniture, furnishings, memorabilia and personal effects currently in his or her possession, free and clear of any right, title, claim or interest of the other.

36. Each party is awarded as his or her separate property, (i) premarital property, and (ii) property acquired by gift, devise or inheritance or as a gift from the other party during the marriage. Each party is awarded his or her wedding rings.

#### DEBTS

37. During the course of the marriage, the parties incurred a credit card debt to American Express, in the approximate amount of \$32,000. This credit card debt has been paid in full and the joint American Express credit



card has been closed. To the best of both parties' knowledge, there is no other joint, marital debt.

38. Each party is ordered to assume and pay his or her separate debt, including any and all debt incurred after the date of separation. Rich is ordered to assume and pay all of his medical debt incurred, including, but not limited to, rehabilitation, detoxification, mental health facilities and/or hospitals, doctor visits and/or follow-up visits, and clinic facilities and shall hold Melissa harmless from any and all debt and collection efforts.

39. If the parties later find a joint marital debt or obligation not mentioned in the Agreement or inadvertently forgotten about, the party who incurred the debt(s) shall be solely responsible for that debt and shall hold the other party harmless.

#### ALIMONY

40. Considering the agreements made herein, neither party is awarded alimony from the other. Both Melissa and Rich forever waive and relinquish the right to receive alimony from the other, both now and in the future.

41. Each party shall be responsible to maintain his or her own medical and dental insurance coverage and each party shall be responsible for his or her own uninsured medical and dental costs.

#### MISCELLANEOUS PROVISIONS

42. Maiden Name. Melissa shall be restored her maiden name of

Andrew, if she so desires.

43. Rich is ordered to immediately provide Melissa with an account PIN or make Melissa an account manager on the Verizon cell phone plan account within ten (10) days of signing the Agreement, so she may obtain a separate cell phone plan for herself and the minor child, N.C.T.

44. Mutual Restraining Orders. A mutual restraining order is entered enjoining each party from harassing, annoying or bothering the other party. This includes, but is not limited to, speaking derogatorily about the other party, or permitting a third party from making disparaging comments about the other party, to the best of their ability, and specifically directly to or in front of the parties' child. Neither party will go to or enter the other party's residence without invitation from the other party.

45. Identity. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

46. Both parties are prohibited from doing or saying anything to the detriment, harm, or injury of the other party, including doing or saying anything directly to or in front of the minor child. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of their minor child or attempting to diminish the love and affection of any child for the other parent.

47. Both parties are mutually restrained from inducing or allowing a

third party to do what they themselves are prohibited from doing under these restraining order paragraphs and should have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations.

48. Voluntary Agreement. The parties have entered the agreement voluntarily. Neither party signed the Agreement under duress, and each party is competent and not under the influence of any substance that would prevent them from entering into the agreement voluntarily and with full knowledge.

49. Disclosure. The parties have agreed that during the collaborative process they have fully disclosed all of their financial information. In the event an asset is later discovered that was not disclosed, that asset shall be awarded to the party who did not disclose the asset and shall be responsible for any attorney fees and costs incurred in the disclosure.

50. Drafting. The agreement is a negotiated agreement which both parties have participated in its drafting and as such any ambiguity is not construed against either party.

51. Divorce Classes: Both parties shall take the divorce orientation and divorce education classes within ten (10) days of signing the Agreement.

52. Cooperation. The parties shall cooperate to effectuate the terms of the agreement, and to take all steps necessary to ensure its terms are

incorporated into a final Decree of Divorce.

53. Deeds and Titles. Both parties are ordered to sign whatever documents are necessary to transfer title or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce within ten (10) days of entry of the Decree of Divorce.

54. Right to Consult with an Attorney or Licensed Paralegal Practitioner. Rich has the right to consult with an attorney or licensed paralegal practitioner with respect to the settlement of this matter. He does not wish to have the attorney or licensed paralegal practitioner represent him further and believes that this is a fair and equitable settlement, given the circumstances of the parties and the duration of the marriage. Rich recognizes that Amber Alleman and JR Law Group represents Melissa only and that Amber Alleman cannot offer Rich legal advice. Rich entered the Agreement voluntarily and without duress or coercion. Melissa and Rich have negotiated the agreement between themselves and any ambiguity should not be construed against either party.

55. Attorney fees. Each party is ordered to pay his or her own attorney fees and costs.

**\*\*ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY  
THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE\*\***

APPROVED this \_\_\_\_\_, 2026.

/s/ \_\_\_\_\_

RICHARD LINDO TOLOTTI, JR. (signed by Amber Alleman  
with permission of Richard L. Tolotti, Jr. via email)

Respondent  
Pro Se

**CERTIFICATE OF SERVICE**

I hereby certify that, upon information and belief, all non-public information has been omitted or redacted from this public record. I also hereby certify that a true and correct copy of the foregoing unsigned **Decree of Divorce** was served pursuant to Rules 5(b) and 7(f) of the U.R.C.P. via electronic mail on April 29, 2026, to the following:

Richard L. Tolotti, Jr.  
[richtolotti@gmail.com](mailto:richtolotti@gmail.com)

/s/ Amber Alleman

**Notice: Pursuant to Rule 7(j)(5)(C) of the Utah Rules of Civil Procedure, notice of objection as to the form of the order of the court shall be filed within seven days after service.**