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**IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

In the matter of the marriage of:

DAVID WEISS,

DECREE OF DIVORCE

Petitioner,

Case No. 234904419

and

Judge Thaddeus May

TAMI WEISS,

Commissioner Joanna Sagers

Respondent.

This matter comes before the Court on Petitioner David Weiss's Petition for Divorce. More than thirty days have passed since this matter was filed with the Court. On May 21, 2026, the parties entered into a partial stipulation at a judicial settlement conference, which was approved by the Court in an Order entered June 10, 2026 (the "June 10 Order"). The remaining issues were tried before the Honorable Thaddeus May on June 29-30, 2026. Having reviewed the filed documents, and based on the Findings of Fact and Conclusions of Law entered August 27, 2026,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The marriage contract heretofore existing between Petitioner and Respondent is hereby dissolved, and the parties are granted a divorce from one another based on the grounds of irreconcilable differences. This divorce is absolute and final immediately upon the signature of the Court and the filing by the Clerk.

JURISDICTION AND MARRIAGE STATISTICS

1. Residency. The parties are both bona fide residents of Salt Lake County and have been residents of Salt Lake County for more than three months prior to the filing of this action.
2. Jurisdiction and Venue. Jurisdiction and venue are proper in this Court.
3. Marriage Statistics. The parties were married on November 9, 2007, in Matai Bay, New Zealand, and are presently married. The parties separated in November 2021.
4. Grounds. Since the marriage of the parties, irreconcilable differences have arisen, making it impossible for the marriage relationship to continue.
5. Children. There are two minor children born of this marriage: M.W. (born May 24, 2012); and O.W. (born June 9, 2014).
6. Custody Jurisdiction. The children have resided in Utah for at least six consecutive months immediately prior to the commencement of this proceeding, and Utah is the home state of the children. Utah has jurisdiction over the custody and parent issues in this case.

CUSTODY AND PARENTING PLAN ISSUES

7. Incorporation of June 10, 2026 Order. The terms, conditions, and provisions of the Order Re: Partial Stipulation from May 21, 2026 Judicial Settlement Conference, entered by the Court on June 10, 2026 (the "June 10 Order"), are hereby incorporated into this Decree of

Divorce. To the extent any provision of this Decree conflicts with or addresses the same subject matter as the June 10, 2026 Order, the provisions of this Decree shall control.

8. Safety Restrictions. The minor children, M.W. and O.W., shall not be exposed to or brought into the presence of Scott Rubinetti or any other registered sex offender. This restriction is permanent and mutual. Any violation of this restriction may result in a finding of further contempt.

9. Contempt. The Court has found Respondent (Mother) in contempt of court for her willful and repeated violations of the prior October 2024 restriction order as to Scott Rubinetti. Respondent may purge her contempt by immediately ceasing all contact between the children and Mr. Rubinetti.

10. Child Support. For purposes of child support, Father's gross monthly income is \$13,098 per month and Mother's imputed gross monthly income is \$4,013 per month. Pursuant to Utah's child support guidelines and the joint physical custody worksheet (Father having 182 overnights and Mother having 183 overnights), Father shall pay child support to Mother in the amount of \$633 per month, effective on the first day of the first month following entry of this Decree. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month. No child support arrears are awarded.

Income Withholding. If Father ever becomes more than 30 days delinquent in child support, Mother shall be entitled to withholding income as a means of collecting child support, pursuant to Utah Code § 81-6-202(10)(f) and Utah Code § 26B-9-301 et seq. and Utah Code § 26B-9-401 et seq.

Reduction When Child Becomes 18. In accordance with Utah Code, § 81-6-213, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

11. Medical Expenses. Medical expenses shall be paid in accordance with Utah Code § 81-6-208. David currently maintains family health insurance through University Healthcare with a total premium of approximately \$1,289 per month. Mother's share for the children's portion is currently \$430 per month; Father pays \$859 per month. If at any time in the future, Mother has better coverage for the children at a more reasonable cost, the minor children shall be insured through Mother. Mother owes Father a net past medical expense reimbursement of \$2,093.96, which is included in the netted 90-day payment below.

Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance, which may change from time to time. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

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 which are not paid by a medical insurance carrier.

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 half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

12. Alimony. Mother has a need for alimony and Father has the ability to pay. Mother's demonstrated monthly need is \$5,243. Deducting Mother's imputed earning capacity of \$4,013 per month leaves a net unmet monthly need of \$1,230. Father shall pay alimony to Mother in the amount of \$1,230 per month for a remaining term of ten (10) years (120 months) from the date of entry of this Decree. The total alimony duration equals the 14-year length of the marriage, with Father credited four (4) years of spousal support paid during the pendency of the

divorce. Alimony shall terminate automatically upon Mother's death, remarriage, or cohabitation as defined by Utah Code Ann. § 81-4-505.

13. Taxes. The parties shall alternate claiming both minor children as dependents on their federal and state tax returns on an every-other-year basis. Father shall claim both children in odd-numbered tax years, and Mother shall claim both children in even-numbered tax years. Once only one child remains an eligible dependent, they shall alternate years (Father in odd-numbered tax years, Mother in even-numbered tax years). This right is strictly conditioned on the claiming party being current on child support obligations as of December 31 of the applicable tax year, in accordance with Utah Code Ann. § 81-6-210.

14. Real Property. David's residence at 2795 South 1300 East, Salt Lake City, Utah, has a value of \$869,300.00, a VA mortgage balance of \$437,875.67, and equity of \$431,424.33, and is awarded to Father. Tami's residence at 1298 East Claybourne Avenue, Salt Lake City, Utah, has a value of \$565,600.00, a Freedom Mortgage balance of \$134,684.67, and equity of \$430,915.33, and is awarded to Mother. Each party is awarded all equity in their respective home. The net equalization payment of \$254.50 owed by David to Tami is included in the netted 90-day payment below.

Mother shall refinance the mortgage on the Claybourne Avenue property into her own name alone within 90 days of entry of this Decree to remove Father's name. If Mother is able to remove Father's name without securing a less favorable interest rate (such as through a loan assumption or release of liability), she is permitted to do so. If she fails to remove Father's name within 90 days, the Claybourne property shall be listed for sale within 30 days thereafter, and the net proceeds split equally.

Both parties shall be responsible to pay all mortgage, utility, insurance, and tax obligations, along with any and all other maintenance costs related to the home awarded to that party from the date of entry of this Decree.

15. Business Interests. During the marriage, Father co-founded Zip Graphic, LLC in 2010. Father co-owns the business 50/50 with his partner, Jason Raymond, through Fall Line Management, Inc. The Court has adopted the valuation of BJ Thompson, MBA, CM&AA. The adjusted EBITDA is \$383,862. After lack-of-control and lack-of-marketability discounts, David's 50% interest is valued at \$390,220. Mother's equitable 50% share of David's interest is \$195,110. Father shall pay Mother her \$195,110.00 equitable share in equal monthly installments of \$3,251.83 over five years (60 months), with the first payment due 30 days after entry of this Decree and subsequent payments due on the 1st of each month.

16. Financial and Retirement Accounts. The operative valuation date is November 1, 2021 (date of separation). The undisputed account balances near the separation date were: UFirst Account 0820 (\$34,468.28), Wells Fargo Checking 3941 (\$10,015.47), Wells Fargo Money Market 5732 (\$9,586.95), Fidelity Account 8996 (\$9,000.41), and David's Fidelity SEP-IRA 3283 (\$12,185.04). The total pool is \$81,256.15, and each party is entitled to \$40,628.08. Tami's pre-separation withdrawal of \$9,586.95 and post-separation withdrawal of \$6,000.00 (total \$15,586.95) are charged against her share. David retained accounts totaling \$65,669.20. David owes Tami an equalization payment of \$25,041.13, which is included in the netted 90-day payment below. Post-separation contributions and appreciation are separate property. Joint accounts shall be closed upon equalization payment being made. Father shall have sole

management and control of the children's credit union accounts (M.W. No. 7708 and O.W. No. 7719).

17. Personal Property. Each party shall retain all personal property currently in their possession. Mother's request for a \$15,000 personal property equalization payment is denied.

18. Vehicles. Father is awarded the 2001 Toyota Tundra, the 1968 Honda motorcycle, and the 2024 Subaru WRX (post-separation, separate property). Mother is awarded the 2021 Chevrolet Traverse RS (paid off by Father during separation). Each party shall be responsible for all debts and costs associated with the vehicles awarded to them.

19. Life Insurance. Father shall maintain a life insurance policy designating the minor children, M.W. and O.W., as beneficiaries. Father's duty to maintain such coverage shall terminate automatically as to each child upon that child attaining the age of twenty-one (21) years. In compliance with Utah Code Ann. § 81-4-405(2)(d), Father will review his life insurance policy and affirm that the listed beneficiaries are the intended beneficiaries after the divorce becomes final.

20. Debts. Mother's post-separation consumer debt (including Wells Fargo approximately \$30,000, MACU \$22,504, Bank of America approximately \$30,000, Discover \$7,727, and personal loan judgment \$7,500) is Mother's sole separate responsibility. Mother shall hold Father harmless and indemnify him from all separate debts in her name. Each party shall be responsible for paying off their own separate debts. Each party shall indemnify and hold the other party harmless from such debt.

21. Creditors. The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the

contract, or until a new contract is entered into between the creditors and the debtors individually. For any joint debts, the parties may notify their respective creditors regarding the Court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

22. Attorneys' Fees. Each party shall bear the cost of their own attorneys' fees incurred in this action. The prior July 7, 2025 judgment of \$650 against Mother in Father's favor for attorney's fees remains valid, outstanding, and immediately enforceable, and is included in the netted 90-day payment below.

23. Netted 90-Day Financial Obligations. Netting the Real Property Equity Offset (\$254.50) and Financial Account Equalization (\$25,041.13) owed by Father to Mother, against the Net Medical Expense Reimbursement (\$2,093.96) and the Prior Attorney Fee Judgment (\$650.00) owed by Mother to Father, results in a single net equalization payment of \$22,551.67 owed by Father to Mother, due in full within ninety (90) days of entry of this Decree. The Business Equity Buyout (\$195,110.00, payable at \$3,251.83/month over 60 months), Child Support (\$633.00/month), and Alimony (\$1,230.00/month) are separate ongoing obligations not included in the netted payment.

24. 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.

25. Name. Mother shall have the option to restore her name to Nelson.

26. Deeds, Titles, and Other Documents. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

27. Divorce Education. The parties agree they have both taken their divorce education courses as required by Utah law.

THIS ORDER IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT ON TOP OF THE FIRST PAGE OF THIS DOCUMENT.

DENTONS DURHAM JONES PINEGAR, P.C.

/s/ David B. Nielson
David B. Nielson
Tre Harris
Attorneys for Petitioner

Approval as to form:

/s/ *Counsel for Respondent was served with the proposed order via email on September 1, 2026 at 4:16 p.m. Pursuant to Utah R. Civ. P. 7(j)(5)(B), the time to object to the form of the order has expired.

Asa E. Kelley, Esq.
The Law Office of Asa E. Kelley
Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this day of September 1, 2026, I served the foregoing via email to the following:

Asa E. Kelley, Esq.
[The Law Office of Asa E. Kelley](#)
136 Heber Avenue, Suite 205
Park City, Utah 84060

asa@pc1law.com

/s/ Kim Altamirano