

Aouliulifolau Mele Tavita

Name

902 N Main Street

Address

Orem, Utah 84057

City, State, Zip

951-283-4679

Phone

meltavita@yahoo.com

Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Aouliulifolau Mele Tavita

(name of Petitioner)

and

Faiga Tavita

(name of Respondent)

Other parties (if any)

Divorce Decree

254400372

Case Number

Shawn Howell

Judge

Snow

Commissioner (domestic cases)

The court decrees:

Divorce

1. Aouliulifolau Mele Tavita is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Aouliulifolau Mele Tavita. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Aouliulifolau Mele Tavita** and **Faiga Tavita** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Alema Jared Tavita**

Date of Birth: **Feb 6, 2017**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Alema Jared Tavita**

Date of Birth: **Feb 6, 2017**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Dec 1, 2024**

Address: **902 N Main Street, Orem, Utah 84057 United States**

(1).

Caretaker at this address: **Aouliulifolau Tavita**

Caretaker current address: **902 N Main Street, Orem, Utah 84057 United**

States

ii.

Move-out Date: **Nov 1, 2021**

Move-in Date: **Jan 1, 2021**

Address: **320 N Center Street, Provo, Utah 84606 United States**

(1).

Caretaker at this address: **Aouliulifolau Tavita and Faiga Tavita**

Caretaker current address: **902 N Main Street, Orem, Utah 84057 United**

States

(2).

Caretaker at this address: **Faiga Tavita**

Caretaker current address: **2415 W 520 N, Provo, Utah 84601 United**

States

iii.

Move-out Date: **Jan 1, 2021**

Move-in Date: **Jun 1, 2017**

Address: **House #3, Magiagi, Samoa Samoa**

(1).

Caretaker at this address: **Aouliulifolau Tavita and Faiga Tavita**

Caretaker current address: **902 N Main Street, Orem, Utah 84057 United**

States

(2).

Caretaker at this address: **Faiga Tavita**

Caretaker current address: **2415 W 520 N, Provo, Utah 84601 United**

States

iv.

Move-out Date: **Dec 1, 2024**

Move-in Date: **Nov 1, 2022**

Address: **2415 W 520 N, Provo, Utah 84601 United States**

(1).

Caretaker at this address: **Aouliulifolau Mele Tavita**

Caretaker current address: **902 N Main Street, Orem, Utah 84057 United**

States

(2).

Caretaker at this address: **Faiga Tavita**

Caretaker current address: **2415 W 520 N, Provo, Utah 84601 United**

States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Aouliulifolau Mele Tavita** and **Faiga Tavita**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Aouliulifolau Mele Tavita** and **Faiga Tavita** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Aouliulifolau Mele Tavita** and **Faiga Tavita**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Aouliulifolau Mele Tavita** be awarded Sole Legal and Sole Physical custody **Faiga Tavita** should have parent-time at reasonable times and places.

Parent-time

8. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

a. **Parent time with Faiga Tavita will be 2.5 days a week that are agreed upon via text or email, after school is dismissed until delivering the child to school the following day or at 8 a.m. if there is no school, or, if there is no school on the pickup day, beginning 8 a.m. until the next day when the child is delivered to school or 8 a.m. the following day if it also is a day without school. Alema Jared Tavita is not to accompany Faiga Tavita on any dates or outings with Faiga Tavita and any new significant others while spending parent time with Faiga Tavita until that is discussed and agreed upon by both Aouliulifolau Tavita and Faiga Tavita.**

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Faiga Tavita	Aouliulifolau Mele Tavita
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for	Odd years	Even years

Holiday	Period	Faiga Tavita	Aouliulifolau Mele Tavita
	fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years: Aouliulifolau Mele Tavita is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years: Faiga Tavita is the father	
Summer Break	Faiga Tavita will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Faiga Tavita. Faiga Tavita will have an additional two weeks of extended Summer Parent-time at the option of Faiga Tavita, subject to weekday parent-time for Aouliulifolau	Odd years	Even years

Holiday	Period	Faiga Tavita	Aouliulifolau Mele Tavita
	Mele Tavita, but not weekends normally exercised by Aouliulifolau Mele Tavita. Faiga Tavita will notify Aouliulifolau Mele Tavita of the summer break extended parent-time by May 1 each year. Aouliulifolau Mele Tavita will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Aouliulifolau Mele Tavita. Aouliulifolau Mele Tavita will notify Faiga Tavita of the summer break extended parent-time by May 15 each year. If the notification by Faiga Tavita is not timely, Aouliulifolau Mele Tavita may determine the schedule for extended parent-time for Faiga Tavita, so long as Aouliulifolau Mele Tavita has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Aouliulifolau Mele Tavita's Birthday	Aouliulifolau Mele Tavita will have parent-time each year on Aouliulifolau Mele Tavita's birthday from 3:00 p.m. until the following morning when Aouliulifolau Mele Tavita delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Faiga Tavita's Birthday	Faiga Tavita will have parent-time each year on Faiga Tavita's birthday from 3:00 p.m. until the following morning when Faiga Tavita delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

13. The school the children will attend is based on **Aouliulifolau Mele Tavita's** home residence.

14. Aouliulifolau Mele Tavita and Faiga Tavita has authority to check the children out of school. Aouliulifolau Mele Tavita and Faiga Tavita has access to the children during school. If the parents cannot agree, education decisions will be made by Aouliulifolau Mele Tavita.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

18. Other terms about communication with the children: **During parent time, we will limit phone calls or texts to a maximum of 3 times per day unless there is an emergency then unlimited communication can be had at the time of the emergency. There will be no bad-mouthing of either Faiga Tavita or Mele Tavita from either Faiga Tavita or Mele Tavita in public or on social media spaces.**

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than **3** days, the parent arranging the travel will notify the other parent at least **60** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **30** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

22. A child care provider for our children must be:

A relative, friend, or neighbor.

Over the age of **16**.

Relocation of a parent (Utah Code 81-9-209)

23. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

24. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and

ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

25. Other terms about relocating: **Alema Jared Tavita is not to accompany Faiga Tavita on any dates or outings with Faiga Tavita and any new significant others until that is discussed and agreed upon as his parents, Aouliulifolau Mele Tavita and Faiga Tavita. Aouliulifolau Mele Tavita can relocate up to 1000 miles away from and will inform Faiga Tavita of any relocation of more than 1000 miles away.**

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The parent who has scheduled parent-time will pay for the children's travel expenses unless other arrangements are agreed upon prior to travel dates.**

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Aouliulifolau Mele Tavita) (Utah Code 81-6-203)

29. **Aouliulifolau Mele Tavita's** gross monthly income for child support purposes is **\$1560**. **Aouliulifolau Mele Tavita** base child support amount using the **sole** custody calculation is **\$155**. **Aouliulifolau Mele Tavita** receives the following gross monthly income:

Income: Respondent (Faiga Tavita) (Utah Code 81-6-203)

30. **Faiga Tavita's** gross monthly income for child support purposes is **\$5130**. **Faiga Tavita's** base child support amount using the **sole** custody calculation is **\$606**. **Faiga Tavita** receives the following gross monthly income:

31. The adjusted gross monthly income for **Faiga Tavita** is **\$5130**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

32. It is in the best interest of the children that **Faiga Tavita** be ordered to pay child support to **Aouliulifolau Mele Tavita** as follows:

a. **\$606.00** per month base support. This amount complies with the Utah Child Support Act.

33. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

34. The **sole** custody worksheet was used to calculate child support.
Aouliulifolau Mele Tavita's base child support amount is **\$155** per month.

Faiga Tavita's base child support amount is **\$606** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

35. If a child lives with the non-custodial parent by court order or written agreement of

the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

36. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

37. Child support will be paid as follows:

mutually monthly amount that is agreed upon

38. The issue of past-due child support may be decided by future court or administrative action.

39. **Faiga Tavita** will pay any ORS fees. If **Aouliulifolau Mele Tavita** is the ORS applicant and the fees are withheld from payments to **Aouliulifolau Mele Tavita**, **Faiga Tavita** will reimburse **Aouliulifolau Mele Tavita**.

40. The parties must notify each other within 30 days of any change in their income.

41. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

42. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing

award subject to limitations in the law. (Utah Code 81-6-202(8))

43. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

44. **Aouliulifolau Mele Tavita** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

45. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

46. Both parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Aouliulifolau Mele Tavita's** insurance will be primary coverage.
- **Faiga Tavita's** insurance will be secondary coverage.

b. If a parent remarries and that parent's 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 coverage will be as follows:

- **Aouliulifolau Mele Tavita's** spouse's insurance will be primary coverage.
- **Faiga Tavita's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

47. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

48. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

49. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

50. Vehicles will be divided as follows:

- a.
Year: **2012**
Make: **jeep**
Model: **liberty**
VIN: **N/A**
Owner (before divorce): **Faiga Tavita and Aouliulifolau Tavita**
Current value: **\$2,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **kelley blue book**
Ownership After Divorce: **Aouliulifolau Mele Tavita**
- I.
Lender: **MACU**
Address: **430 Cougar Blvd, Provo, UT 84604**

Date Acquired: **N/A**

Amount Owed: **\$4,787.34**

Amounts Estimated: **no**

Monthly Payment: **\$220.00**

The debt will be paid as follows: **Aouliulifolau Mele Tavita will pay the entire debt. Aouliulifolau Mele Tavita will provide a copy of the divorce decree to the lender.**

II.

Lender: **MACU**

Address: **430 Cougar Blvd, Provo, UT 84604**

Amount Owed: **\$34,662.07**

Amounts Estimated: **no**

Monthly Payment: **\$520.00**

The debt will be paid as follows: **Faiga Tavita will pay the entire debt. Faiga Tavita will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

51. Bank and credit union accounts will be divided as follows:

a.

Account Number: **5301**

Account Type: **Business Checking**

Institution Name: **Zions Bank**

Address: **1060 N University Ave, Provo, UT 84604**

Date Opened: **May 12, 2022**

Balance (US Dollars): **-\$653.77**

Estimated: **no**

Owner: **Aouliulifolau Mele Tavita and Faiga Tavita**

Co-Owner(s): **N/A**

Divide as follows: **50/50**

b.

Account Number: **6918**

Account Type: **personal checking**

Institution Name: **Zions Bank**

Address: **1060 N University Ave, Provo, UT 84604**

Date Opened: **Dec 30, 2021**

Balance (US Dollars): **\$294.08**

Estimated: **no**

Owner: **Aouliulifolau Mele Tavita and Faiga Tavita**

Co-Owner(s): **N/A**
Divide as follows: **50/50**

c.

Account Number: **2378**
Account Type: **mystyle checking s0050**
Institution Name: **Mountain America Credit Union**
Address: **1340 N State St, Orem, UT 84057**
Date Opened: **Mar 13, 2024**
Balance (US Dollars): **\$51.74**
Estimated: **no**
Owner: **Faiga Tavita**
Co-Owner(s): **N/A**
Divide as follows: **50/50**

d.

Account Number: **6201**
Account Type: **Business Checking s0050**
Institution Name: **MACU**
Address: **1340 N State St, Orem, UT 84057**
Date Opened: **Sep 3, 2024**
Balance (US Dollars): **-\$70.13**
Estimated: **no**
Owner: **Aouliulifolau Mele Tavita and Faiga Tavita**
Co-Owner(s): **N/A**
Divide as follows: **50/50**

e.

Account Number: **6201**
Account Type: **primary savings s0001**
Institution Name: **MACU**
Address: **1340 N State St, Orem, UT 84057**
Date Opened: **Sep 3, 2024**
Balance (US Dollars): **\$5.00**
Estimated: **no**
Owner: **Aouliulifolau Mele Tavita and Faiga Tavita**
Co-Owner(s): **N/A**
Divide as follows: **50/50**

f.

Account Number: **2378**
Account Type: **Taxes Checking s0030**
Institution Name: **MACU**
Address: **1340 N State St, Orem, UT 84057**
Date Opened: **Nov 1, 2023**
Balance (US Dollars): **\$1.12**
Estimated: **no**
Owner: **Aouliulifolau Mele Tavita and Faiga Tavita**
Co-Owner(s): **N/A**
Divide as follows: **50/50**

g.

Account Number: **2378**
Account Type: **primary savings s0001**
Institution Name: **MACU**
Address: **1340 N State St, Orem, UT 84057**
Date Opened: **Apr 26, 2023**
Balance (US Dollars): **\$48.78**
Estimated: **no**
Owner: **Aouliulifolau Mele Tavita and Faiga Tavita**
Co-Owner(s): **N/A**
Divide as follows: **50/50**

Debts

52. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **2223**
Institution Name: **capital one**
Address: **2415 West 520 North**
Amount owed on debt (in US Dollars): **\$307.82**
Minimum Monthly Payment (in US Dollars): **\$25.00**
Owner: **Aouliulifolau Tavita and Faiga Tavita**
The debt will be paid as follows: **Aouliulifolau Mele Tavita will pay half of the debt. Faiga Tavita will pay half of the debt. Aouliulifolau Mele Tavita will provide a copy of the divorce decree to the lender.**

Other Debt

a.

Account Number: **1328**

Institution Name: **capital one plantinum secured**

Address: **2415 West 520 North**

Amount owed on debt (in US Dollars): **\$200.00**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Aouliulifolau Tavita and Faiga Tavita**

The debt will be paid as follows: **Aouliulifolau Mele Tavita will pay half of the debt. Faiga Tavita will pay half of the debt. Faiga Tavita will provide a copy of the divorce decree to the lender.**

Real property

53. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Business interests

54. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **Pacific Island Grill**

Description: **Food Truck**

Phone: **(801) 358-2680**

Address: **2415 W 520 N, Provo, Utah 84601 United States**

Total Value: **\$100,000**

Percent owned by Petitioner: **51%**

Percent owned by Respondent: **49%**

Percent owned by Petitioner after divorce: **51%**

Percent owned by Responent after divorce: **49%**

Alimony

55. Neither party will pay alimony.

Retirement money

56. The parties do not need a court order about retirement money.

Duty to sign documents

57. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

6-16-26
Date

Signature ▶

[Signature]
Judge [Signature]
Signature ▶
Date
Commissioner



Approved as to Form.

Other Party
Signature ▶

[Signature]

Other Party
Name Faiga Tavita

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Fourth District Court**
Method of service: **Hand Delivery**
Address: **137 N Freedom Blvd Suite 100, Provo, UT 84601**
Date of Service: **Jun 5, 2026**

06/05/2026

Date

Signature ▶

A. Mele Tavita

Printed
Name

Aouliulifolau Mele Tavita