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

IN THE MATTER OF THE MARRIAGE OF
MIGUEL ANTONIO REYES PENA,

Petitioner,

and

SYLVIA MELE VAITOHI,

Respondent.

DECREE OF DIVORCE

Case No. 264401681

Judge: Christine Johnson

Commissioner: Marla Snow

This matter having come before the Court by way of the Petitioner's Verified Petition for Divorce and Affidavit of Jurisdiction and Grounds with the parties having entered into a Stipulation and Settlement Agreement on June 1, 2026, which is now of the official record. After a review of the file, and now being fully advised in the premises herein; the Court, for good cause appearing hereby **ORDERS, ADJUDGES, and DECREES:**

JURISDICTION

1. Miguel is a bona fide resident of Christiana, Rutherford County, State of Tennessee, and has been for at least 3 months immediately prior to the filing of this action. He voluntarily submits to the jurisdiction of this Court.

2. The Respondent, Sylvia Mele Vaitohi (“Sylvia”), is a bona fide resident of Utah County, State of Utah, and has been for at least 3 months immediately prior to the filing of this action.
3. Venue is proper under Utah Code Ann. 78B-3a-201.

MARRIAGE STATISTICS

4. The parties were married on April 21, 2018, in Las Vegas, Nevada, and are presently married.
5. The parties separated in approximately 2021.
6. The parties no minor children, and no children are expected of this union.

GROUND

7. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship. A Decree of Divorce shall be entered on the grounds of irreconcilable differences.

ALIMONY

8. Inasmuch as this is a marriage of short duration, the parties have been separated for more than four years, and both parties are capable of supporting themselves, neither party shall be awarded alimony.

DEBTS AND ASSETS

9. Each party shall be awarded their separate personal property brought into the marriage and acquired since separation, including any vehicles. Neither party shall have any claim on the property of the other. Each party shall be held harmless from any liability associated with property awarded to the other.

10. The parties have maintained their separate accounts that they brought into the marriage or have opened since separation and have not comingled those accounts. Accordingly, all accounts remain separate property and are not marital property. Each party shall be awarded their own separate accounts.

11. The 2020 KIA Sportage shall be awarded to Sylvia, who shall be solely responsible for any debts or liabilities pertaining to that vehicle, with Miguel being held harmless.

12. The 2026 GMC Sierra shall be awarded to Miguel, who shall be solely responsible for any debts or liabilities pertaining to that vehicle, with Sylvia being held harmless.

13. The parties have no marital debts.

14. All other debts shall be assigned to the party who incurred the debt, with the other party being held harmless. If one party is required to pay debt incurred by the other party in order to protect their credit or in response to a debt collection action, they shall be entitled to a judgment from the other party in the amount they had to pay, plus attorneys' fees and costs related to the collection of that judgment.

15. Delinquency in Payment. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

16. The parties have no real property.

17. Each party shall retain their own retirement accounts and release any claim on any retirement accounts the other may have.

MISCELLANEOUS PROVISIONS

18. The parties shall be ordered to sign all necessary documents necessary to effectuate the decree of divorce 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 pursuant to Utah Rules of Civil Procedure Rule 70.

19. Before any modification of the decree of divorce, the parties will return to mediation except to enforce or for emergencies.

20. If either party fails to comply with any order of the court in this matter without sufficient justification, the noncompliant party shall be liable to the other party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the court's order.

21. If this matter is uncontested, each party shall assume their respective attorneys' fees and costs. However, if Sylvia unreasonably contests this Petition, Sylvia shall be responsible for Miguel's attorneys' fees and costs incurred in this matter, as well as her own.

22. **Drafting:** The parties have both participated in drafting and revising the *Agreement*. Each of the parties understands, acknowledges and agrees that each of the parties hereto has contributed to the drafting and no provision shall be construed against any party as being the draftsman thereof. The *Agreement* shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the *Agreement* to be

drafted. The parties specifically, intentionally and knowingly waive any right to allege, assert or claim the benefit of any rule requiring construction against the drafting party.

23. Full Disclosure: The parties each affirm that there has been a complete, accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this *Agreement* represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

24. Modification: No modification or waiver of any of the terms of the *Agreement* shall be valid, unless in writing and signed in the presence of a notary by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

25. Choice of Law: The *Agreement* and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

26. Severability: If any term, paragraph, or provision of the *Agreement* is held invalid or unenforceable for any reason, the remainder of the *Agreement* shall continue in full force and effect.

27. Compromise: The *Agreement* is a compromise, settlement, accord and satisfaction, and discharge of disputed claims.

28. Final Stipulation: The *Agreement* is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this *Agreement* shall have any force or effect. The

parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. The parties are satisfied that the *Agreement* is fair and reasonable. There are no questions that the parties have or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the *Agreement*.

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

(Pursuant to Rule 10(e) of Utah R. Civ. P., the judicial authority who has affixed a signature to this Order of the Court will appear at the top of the first page.)

APPROVED AS TO FORM:

/s/ Sylvia Vaitohi*

SYLVIA VAITOHI

Respondent

**Wet signature on file*

06/03/2026

DATE

RULE 7(j)(4) NOTICE AND
CERTIFICATE OF SERVICE

Pursuant to the Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing, if this notice is mailed via United States Mail. Should no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you (plus three (3) days for mailing, if mailed in the United States), then the foregoing will be presented to the above entitled court for entry; whereby, this proposed order will then, most likely, be entered as a final order of the court. I hereby certify that on the following date, I caused a true and correct copy of the foregoing, proposed order to be sent and therefore served by electronic delivery via email upon the following:

Sylvia Vaitohi

Sylvia.v297@gmail.com

Respondent

Dated this 3rd of June, 2026

ANDERSON, FIFE & MARSHALL, LC

/s/ Rachel Mabey Whipple
RACHEL MABEY WHIPPLE
Attorney for Petitioner