



Rachel Mabey Whipple, #17502
ANDERSON, FIFE, MARSHALL & WOOD, LC
2500 N. University Ave.
Provo, Utah 84604
Telephone: (801) 375-1920
Facsimile: (801) 377-9405
Email: rwhipple@wasatch.law
Attorney for Respondent

This is a private record

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

IN THE MATTER OF THE MARRIAGE OF

TUI V. FAAMAUSILI
Petitioner,

and

SAIPISA MARIE FAAMAUSILI,
Respondent.

DECREE OF DIVORCE

Tier 4

Case No. 264400121

Judge: Sean Petersen

Commissioner: Dustin Hardy

BASED UPON the Findings of Fact and Conclusions of Law filed herewith, IT IS
HEREBY ORDERED, ADJUDGED AND DECREED:

That the parties are hereby awarded a Decree of Divorce, said Decree to become final upon
its being signed by the Court and entered in the Office of the Fourth Judicial District Court
Clerk.

1. Residency. Petitioner and Respondent are both bona fide residents of Utah County, State
of Utah, and have been for more than three months immediately prior to the filing of this action.

2. Marriage Information. Petitioner and Respondent were married on February 13, 2013,
in Brighton, State of Colorado and are presently married.

3. Grounds. The basis for the cause of action is that the parties have experienced irreconcilable differences in their marriage and declared there is no chance of reconciliation.

4. Children. While the parties have children together, there are no minor children born of this marriage.

5. Mutual Restraining Order. Any mutual restraining orders current in place between the parties shall be dismissed. In the place of those orders, the parties agree to the following mutual restraints:

- a.** Both parties shall be restrained from making disparaging remarks to one another, either verbally, in writing or otherwise.
- b.** Both parties shall be mutually restrained from harassing or threatening the other party.
- c.** The parties shall not enter the residence of the other party without written permission from that party. Other people within that residence cannot give such permission.
- d.** Each party shall be restrained from posting any disparaging or derogatory stories, pictures, statements about the other party on any social media sites.
- e.** Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

f. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

g. 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.

6. Alimony. Given the ability of both parties to provide for their respective needs and the property settlement reached herein, both parties waive any claim they may to alimony now or in the future.

7. Taxes. Starting with tax year 2026, each party shall file their own separate tax return and shall be awarded any refund and shall be solely responsible for any shortfall in those returns.

8. Real Property. During the course of the parties' marriage, the parties acquired a certain parcel of real property located at 1502 West Brookview Drive, Lindon, Utah (the "Home"). The Home shall be awarded to Saipisa as her sole and separate property, subject to paying Tui the sum of \$82,500 as and for Tui's portion of the equity in the Home. The following terms and conditions shall apply:

a. Saipisa shall have the exclusive right to reside in the Home. Tui shall vacate the Home and take all personal property awarded to him on or before September 1, 2026.

b. Saipisa shall cause the sum of \$82,500 to be paid to Tui on or before the date which is twelve months following entry of the Decree.

c. Saipisa shall be solely responsible to pay the mortgage, tax, insurance, and utility payments for the Home.

d. Saipisa shall remove Tui's name from all encumbrances against the Home within twelve (12) months following entry of the Decree. Saipisa may do this through assumption of the encumbrance, refinance, or by paying off the encumbrance.

e. Tui shall have an equitable lien against the Home for the unpaid amount of his equity as set forth herein (\$82,500). Neither party shall further encumber the Home until Tui has received the \$82,500 as contemplated herein. If Saipisa needs to further encumber the Home as part of the transaction which pays Tui in full, that shall be acceptable.

f. If Saipisa is unable to pay Tui the required \$82,500 and/or remove Tui's name from all encumbrances against the Home with the allotted time, Saipisa shall list the Home for sale with a licensed Realtor selected by Saipisa and shall thereafter use all reasonable diligence to sell the Home. The parties shall follow the Realtor's recommendations as to listing price, Home presentation, and other matters.

g. Tui shall execute a quitclaim deed relinquishing his right, title, and interest in the Home. Saipisa shall prepare and present the quitclaim deed to Tui, who shall execute the same within three (3) days of his receipt thereof. Executing this quitclaim deed shall not extinguish Tui's equitable lien against the Home, as only Tui's receipt of \$82,500 shall have that effect.

h. If the Home is sold for Saipisa's inability to remove Tui's name from the encumbrances against the Home, the proceeds shall be applied as follows:

- i.** First, to pay any sales commissions and closing costs due from the parties;
- ii.** Second, to pay off any mortgage or other loans outstanding against the Home, including the first mortgage and the solar loan;
- iii.** Third, the sum of \$82,500 shall be delivered to Tui; and
- iv.** Fourth, any remaining proceeds shall be delivered to Saipisa.

9. Vehicles. The parties own certain vehicles, which shall be divided as follows:

a. Tui shall be awarded the 2011 Dodge Ram 1500 and 2007 Chevrolet Impala. Tui shall assume all payment obligations for this vehicle.

b. Saipisa shall be awarded the 2001 Chevrolet Suburban, and 2013 Ford Edge. Saipisa shall assume all payment obligations for these vehicles.

c. Each party shall remove the other from title and refinance any vehicle awarded to them in which the other party is named within sixty (60) days of entry of the Decree herein.

d. Each party shall maintain and pay for their own automobile insurance policy.

e. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

10. Personal Property. During the marriage, the parties acquired personal property. That personal property shall be divided between the parties as follows:

a. Tui shall be awarded the following items of personal property:

- i.** his clothing, premarital property, and personal effects;
- ii.** any items received through gift or inheritance;
- iii.** his tools; and
- iv.** the twin bed on which Tui currently sleeps.

b. Saipisa shall be awarded the following items of personal property:

- i.** her clothing, premarital property, and personal effects;

ii. any items received through gift or inheritance;
and

iii. all other furniture and household items
currently in the Home.

c. If there is a dispute as to any items of personal property,
the parties shall return to mediation prior to seeking court
intervention.

11. Debts. During the marriage, Saipisa and Tui acquired certain debts. In
order to equitably resolve these issues, each party will assume, and hold the
other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Mortgage on Home	Balance	Saipisa
Solar loan attached to Home	Balance	Saipisa
Foresight Capital	Balance	Tui
LVNV	Balance	Tui
Control Service	Balance	Tui
Collection Service	Balance	Tui
Midland Credit	Balance	Tui
Citibank credit card	Balance	Saipisa
National Debt Relief installment loan	Balance	Saipisa
JC Penney credit card	Balance	Saipisa
RC Willey credit card	Balance	Saipisa
Venmo credit card	Balance	Saipisa
PCI Salad Master debt	Balance	Saipisa
Outstanding medical bills for treatment to Saipisa	Balance	Saipisa
Outstanding medical bills for treatment to Tui	Balance	Tui

- a.** Neither party will incur any additional liability on joint debts listed as joint debts above.
- b.** The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- c.** The party assuming responsibility for any marital debts set forth herein shall indemnify and hold the other party harmless and defend the other party for payment of said debts. Each party shall take all reasonable steps to remove the name of the other party from such debt as soon as reasonably possible, unless a different deadline is set forth herein.
- d.** Except as otherwise described herein, each party shall be responsible for any debts in his/her own name.
- e.** Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.

12. Retirement. During the marriage, the parties accumulated and added to retirement accounts. Those accounts shall be divided between the parties as follows:

- a.** Tui shall be awarded any and all retirement accounts in his name.
- b.** Saipisa shall be awarded any and all retirement accounts in her name.

13. Financial Accounts. During the course of the marriage the parties acquired joint bank and savings accounts. Those accounts shall be awarded as follows:

a. Each party shall be awarded any accounts in their own names.

b. Any remaining joint accounts shall be closed within thirty (30) days of the Decree of Divorce.

14. Health Insurance. Each party shall be responsible for his and her own health and medical insurance coverage. This provision shall become effective thirty (30) days after entry of the Decree of Divorce.

15. Business Interests. Saipisa owns a business, Angels Care Services (the "Business"). Saipisa shall be awarded all of her interest the Business free and clear of any claim by Tui now or in the future, including but not limited to full control and decision-making authority, property, vehicles, assets, financial accounts, debts, income, stocks, etc. associated with said business interest(s). Saipisa shall be solely responsible for all debts, accounts payable, taxes, fees, and obligations of any kind pertaining to the Business. Saipisa shall indemnify and hold Tui harmless from any such obligations.

16. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Emergency or enforcement actions shall not be subject to the mediation requirement.

17. Name Change. If she so chooses, Saipisa shall be entitled to legally change her name to SAIPISA SCHWALGER.

18. Cooperation. Saipisa and Tui shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

19. Attorney Fees. Both parties shall pay their own attorney's fees in this matter. If an action to enforce the terms of this Stipulation or the Decree entered thereon becomes necessary, the prevailing party may be awarded their attorneys fees and costs incurred through such enforcement.

20. Waiver of Hearing and Mediator. The parties do not desire to have a hearing or a trial to have the court decide these issues and they waive such rights. The parties understand that the Mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied on the representations of the Mediator in any way in the determination of the acceptability of this agreement. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

21. Fair Settlement Disclosure. Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms voluntarily and of his or her own free will, and that he or she does so free from any undue influence, threat, or duress.

22. Miscellaneous Provisions. The Stipulation of the parties is effective on the date signed by all parties. This agreement resolves all outstanding issues pertaining to the parties. Both parties acknowledge the jurisdiction of this court and consent thereto. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and

that until a final order is entered, the terms and conditions set forth herein are enforceable as a court order and are not mere recitations.

DECREE IS SIGNED WHEN EXECUTED BY THE COURT DIGITALLY ABOVE

END OF ORDER

Approval as to form:

/s/ Tui Fa'amausili*

Tui Fa'amausili, *Petitioner*

**Signed with permission given via email on 8/26/2026 at 1:45 pm*

CERTIFICATE OF DELIVERY

I hereby certify that a true and correct copy of the foregoing **DECREE (Proposed)** was efiled with the Court and emailed this 31st day of August, 2026, after previously being emailed on the 7th day of August, 2026 to the following:

Tui Faamausili
tfaamausili@gmail.com
Petitioner

/s/ Rachel Mabey Whipple