



ANDREW S. RAWLINGS (15235)
HEPWORTH LEGAL
320 West 500 South, Suite 200
Bountiful, Utah 84010
801.872.2222
arawlings@hepworthlegal.com

Counsel for Respondent

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

In the Matter of the Child of:

SAMUELA VAITAI,
Petitioner,

and

TWILA VAITAI,
Respondent.

**MODIFICATION ORDER
AND JUDGMENT
(default)**

Case No. 194906782

Judge: *Honorable* Thaddeus May

Commissioner: *Honorable* Michelle
Blomquist

Tier 4

THE COURT, having made and entered its Findings of Fact and Conclusions of Law with respect to reviewed Respondent Twila Vaitai's ("Twila"; "Respondent") *Verified Petition to Modify Child Custody, Parent-Time, and Child Support* ("Petition"), filed January 20, 2026, and based on the entry of Petitioner Samuela Vatai's ("Samuela"; "Petitioner") default with respect to said Petition,

HEREBY FINDS, ORDERS, ADJUDGES, and DECREES as follows

1. The parties are individuals residing in Salt Lake County, Utah.

2. The parties are the natural parents of the following minor children: N.V., born April 20, 2008; S.V., born June 21, 2011; and T.V., born May 5, 2014.

3. The current controlling order in this matter is the Decree of Divorce (the “Decree”), which was entered on September 28, 2020, in the Third Judicial District Court for Salt Lake County, Utah, Case No. 194906782, signed by the Honorable Kent Holmberg.

4. The Decree has not been modified, superseded, or otherwise rendered moot since its entry. This Court is the only court with jurisdiction to hear the claims brought in this Petition.

5. Pursuant to Paragraph 3 of the Decree, the parties were awarded joint physical custody of the minor children, with Twila designated as the primary and residential parent.

6. Pursuant to Paragraph 6 of the Decree, the parties were awarded joint legal custody of the minor children. The Decree provides that “[t]he major decisions concerning their children’s general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties.”

7. Pursuant to Paragraph 3(a) of the Decree, Samuela was awarded alternating weekend parent-time with the minor children from “Friday after school or 9:00 a.m. if school is not in session until Monday morning with drop off to school or 9:00 a.m. when school is not in session.”

8. Pursuant to Paragraph 3(b) of the Decree, on the weeks that Samuela does not have the minor children for the weekend, he was awarded 2 midweek overnights “after school or 9 a.m. if school is not in session on Wednesday until Friday morning with drop off to school or 9:00 a.m. when school is not in session.”

9. Pursuant to Paragraph 3(c) of the Decree, summer was to be divided such that each party would have one-half of the summer, with the parties dividing the summer with each parent receiving alternating weeks with exchange Sunday at 7 p.m., and each party entitled to two weeks uninterrupted during the summer.

10. Pursuant to Paragraph 20 of the Decree, Samuela was ordered to pay child support in the amount of \$288 per month. The Decree states that “[t]he Mother’s gross monthly imputed income is \$3466.00 per month. The Father’s gross monthly income is \$5764.00 per month. The Mother has 182/183 overnights and the Father has 183/182 overnights for the purpose of child support only calculation on the Joint Physical Custody Worksheet.”

11. The child support calculation in Paragraph 20 of the Decree was therefore based on the joint physical custody arrangement and the parties’ gross monthly incomes at the time the Decree was entered. Child support should be updated and recalculated pursuant to the Utah Child Support Act based on the parties’ current verified gross monthly incomes and the sole custody arrangement requested herein.

12. Pursuant to Paragraph 14 of the Decree, the parties are subject to a mutual restraining provision which explicitly states: “Both parties are mutually restrained from harassing or threatening the other party.”

13. Pursuant to Paragraph 16 of the Decree, the parties agreed to a dispute resolution provision requiring them to mediate before initiating legal action. However, Paragraph 16 also provides an exception for emergency situations, stating: “The parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.”

14. Samuela has a significant and well-documented history of domestic violence and disregarding court orders, which predates the entry of the Decree. He has been repeatedly charged with and convicted of domestic violence offenses and violations of protective orders, demonstrating a clear proclivity for such behavior and a profound disrespect for the court’s authority.

15. Specifically, in *State of Utah v. Samuela Vaitai*, Case No. 201903525, in the Third District Court for Salt Lake County, Utah, Samuela was charged on March 26, 2020, with Violation of a Protective Order, a third-degree felony, for conduct that occurred on February 23, 2020.

16. This charge, itself a domestic violence offense, stemmed from his violation of a cohabitant protective order obtained by Twila. Although he was initially charged with a felony, Samuela ultimately pleaded guilty on

January 13, 2022, to an amended charge of Violation of a Protective Order, a Class A Misdemeanor.

17. He was sentenced to 18 months of supervised probation, which included conditions that he violate no laws and obtain a mental health evaluation. This conviction establishes a clear pattern of refusing to comply with court orders designed to protect intimate partners.

18. On information and belief, Samuela violated the protective order obtained by Twila on numerous occasions, further cementing his pattern of non-compliance with judicial mandates.

19. Indeed, Paragraph 49 of the Decree references the protective order that Twila had in place against Samuela at the time of the divorce, which she agreed to dismiss as part of the settlement. The Decree states: "Mother has a protective order in place against Father. As part of this Decree, Mother shall dismiss that protective order (Utah 3rd District Court, Case No. 184901657)."

20. Since the entry of the Decree, numerous substantial changes in material circumstances have occurred, warranting a modification of the Decree. Samuela has engaged in a pattern of criminal conduct, domestic violence, and willful, deliberate violation of court orders, demonstrating that he is a direct threat to the physical and emotional well-being of the minor children.

21. Indeed, admissible, clear, and convincing evidence demonstrates the following substantial changes in material circumstances have occurred since the entry of the Decree:

- a. On or about June 28, 2025, Samuela was arrested for domestic violence.
- b. This act of domestic violence was committed in the presence of three minor children, including at least one of the parties' children. This conduct is a direct violation of the mutual restraining provision in Paragraph 14 of the Decree.
- c. On July 10, 2025, the Salt Lake County District Attorney's Office filed an Information in Case No. 251908282, charging Samuela with four Class A Misdemeanors: one count of Property Damage/Destruction and three counts of Commission of Domestic Violence in the Presence of a Child. The Information notes that Samuela has prior domestic violence convictions, making him subject to enhancement.
- d. On June 29, 2025, as a condition of his release from jail in that case, Samuela signed a Jail Release Agreement and was ordered by the court to have no contact with any of the alleged victims of the charged crimes, including the

children. As at least one of the parties' children was present during the commission of domestic violence, that child was a victim of one of the alleged offenses, and Samuela was therefore prohibited from having any contact with the parties' children.

e. Samuela, however, willfully and deliberately concealed the existence of this no-contact order from Twila. Presumably, he did so because he did not want Twila to know what he had done or that he was prohibited from seeing the children.

f. As a result, for over a month, Twila continued to allow Samuela to exercise joint physical custody of the children, as she was completely unaware of the criminal charges, jail release no-contact order, etc., and Samuela intentionally withheld this information from her.

g. For over a month, Samuela repeatedly violated the court's no-contact provision of the jail release order by continuing to exercise parent-time with the children.

h. Samuela's deliberate concealment of the no-contact order and his willful violations of that order demonstrate a profound disregard for the safety of his children and a willingness to use them as pawns to evade court orders.

His conduct shows he prioritizes his own desires over the children's safety and well-being.

- i. In mid-August 2025, Twila discovered the existence of the criminal charges and the no-contact order.
- j. On August 16, 2025, Samuela was arrested again as a direct result of his repeated violations of the no-contact provision of the jail release order.
- k. On August 19, 2025, the Salt Lake County District Attorney's Office filed criminal charges against Samuela in *State of Utah v. Samuela Vaitai*, Case No. 251910051, in the Third District Court for Salt Lake County, Utah, charging him with four counts of Violation of a Jail Release Agreement, all Class A Misdemeanors, for his prohibited contact with the children.
- l. Furthermore, on August 19, 2025, the judge overseeing the original domestic violence case (Case No. 251908282) issued a formal Pre-Trial protective order reiterating that Samuela was to have no contact with any of the alleged victims, including the children.
- m. Samuela's flagrant disregard for the court's authority was so severe that on August 19, 2025, the court in his underlying domestic violence case issued an Order

of Revocation, revoking his supervised release and remanding him to the custody of the Sheriff with bail set at \$5,000. This pattern of domestic violence, willful violation of court orders, and profound dishonesty demonstrates a complete disregard for the rule of law and the safety and well-being of the minor children.

n. On information and belief, Samuela's cohabitant partner and current girlfriend, Jasmine Moors, is not cooperating with law enforcement in the prosecution of the domestic violence charges against him. On information and belief, the original domestic violence assault charge against Samuela pertaining to his assault of Jasmine is likely to be dismissed.

o. While the charges for Commission of Domestic Violence in the Presence of a Child are still believed to be proceeding, Twila has no confidence that Ms. Moors or anyone else in Samuela's household would be able to effectively protect the children from Samuela if he were to have unsupervised contact with them, given Ms. Moors' apparent willingness to overlook, conceal, and enable Samuela's violent conduct rather than hold him accountable.

- p. On information and belief, the Division of Child and Family Services has investigated Samuela and issued supported findings that he has abused the parties' children. See D.C.F.S. Case No. 3287487.
- q. Aside from the aforementioned criminal charges against Samuela, since the entry of the Decree Twila has been unable to effectively co-parent with Samuela due to his abusive and threatening communications with her; and Samuela has repeatedly refused to comply with the parent-time schedule outlined in the Decree, withholding the minor children on dates and times when Twila is authorized to pick them up.
- r. There has been a breakdown in communication between the parties, and Samuela has demonstrated that he is completely unable or unwilling to co-parent in a mature and respectful manner with Twila. This breakdown necessitates an award of sole legal custody to Twila to ensure decisions can be made in the children's best interests without conflict and obstruction.

22. The current custody arrangement is no longer in the children's best interests and is causing them direct harm. The children are being regularly exposed to violence and chaos in Samuela's household.

23. In addition to the violence, abuse, and chaos to which they are exposed when they are with Samuela, the children are being used as pawns in Samuela's efforts to evade court orders, as he deliberately concealed information from Twila in order to continue having contact with the children in violation of a court order.

24. Samuela is not acting in the children's best interests; rather, he is prioritizing his own desires over their safety and well-being, and he has demonstrated a long pattern of abuse and violence that he is either unwilling or unable to change, despite the negative consequences.

25. Samuela is either incapable of or unwilling to effectively co-parent with Twila, but instead demeans and disparages her in communications, withholds the children in violation of the parent-time schedule, and intentionally withholds crucial information from Twila.

26. The current arrangement is untenable and places the children at continued risk of physical and emotional harm.

27. In addition to the substantial and material changes in circumstances detailed above regarding Samuela's domestic violence and criminal conduct, a further substantial and material change in circumstances has occurred regarding the financial provisions of the Decree.

28. Pursuant to Paragraph 34 of the Decree, titled "Real Property," the parties agreed to sell their marital home, and the Decree states: "The

parties shall sell their home and Mother shall be entitled to 100% equity in home from the sale as part of a global resolution in this case.”

29. Pursuant to Paragraph 48 of the Decree, titled “Alimony,” both parties waived and relinquished the right to receive alimony “as part of this global resolution, with the exception as listed above in paragraph 34.”

30. The clear intent of these provisions was that Twila would receive the full equity in the marital home in exchange for waiving any claim to alimony. This was the foundational premise of the property settlement.

31. Critically, Paragraph 34 of the Decree explicitly contemplated the possibility of undisclosed liens or debts, stating: “If there are any liens, debts or liabilities associated with the home that have not been disclosed or may be unknown at the time of mediation, Mother shall have the right to file a petition to modify alimony as Mother’s waiver of alimony was based on a global resolution including the equity amount in the home, alimony would be capped at the amount of the lien. There are no liens or debts known at this time with the exception of the mortgage.”

32. At the time of the Decree, it was represented and understood that there were no liens or debts on the home other than the mortgage. Samuela did not disclose any other liens or debts on the home.

33. However, after the Decree was entered and the marital home was sold, Twila discovered that there were, in fact, undisclosed liens on the property totaling approximately \$61,000. These liens were for construction

equipment related to Samuela's business interests, specifically DeFacto Construction LLC and/or DeFacto Construction Group.

34. As a direct result of these undisclosed liens, the sum of approximately \$61,000 was deducted from the sales proceeds of the home before Twila received her share, and Twila's equity was reduced by that amount.

35. Twila received approximately \$61,000 less than she had bargained for in the global resolution of the divorce. The foundational premise of the property settlement—that Twila would receive the full equity of the home free of any unknown encumbrances in exchange for waiving alimony—has been proven false.

36. Samuela has since failed and refused to reimburse Twila for the \$61,000 loss she incurred due to his failure to disclose the liens.

37. This constitutes a substantial and material change in circumstances warranting modification of the Decree, including entry of a money judgment in Twila's favor for the amount of the undisclosed liens, as contemplated by Paragraph 34 of the Decree.

38. While the parties have not recently mediated, Paragraph 16 of the Decree explicitly allows for immediate court intervention without prior mediation in emergency situations. It states, "The parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical." The current situation—involving an active no-contact order between Samuela and the children, his

pending criminal charges for domestic violence and violating court orders, and his deliberate concealment of these facts from Twila—constitutes such an emergency, making formal negotiation impractical and necessitating immediate court intervention to protect the children.

39. Based on the substantial and material changes in circumstances detailed above, modification of the Decree is warranted.

40. The relief sought in Twila's Petition is what best serves the children's safety, well-being, and best interests at this time.

41. Twila is hereby awarded sole legal custody and sole physical custody of N.V., S.V., and T.V., as a joint custody arrangement is no longer in the children's best interests.

42. Samuela's parent-time shall be professionally supervised at his sole expense, pursuant to Utah Code Ann. § 81-9-207, until he can affirmatively demonstrate to the Court that he no longer poses a threat to the safety of the children.

43. Before Samuela may seek any unsupervised parent-time, he shall undergo a comprehensive domestic violence and substance abuse evaluation and fully comply with all treatment recommendations arising from that evaluation. Additionally, Samuela shall engage in regular, ongoing therapy with a licensed therapist, not merely to satisfy the assessment recommendations, but as a continuing requirement to address his anger

management issues, his disregard for authority, and his pattern of violent behavior.

44. If and/or when Samuela demonstrates to the Court that the supervision restriction should be lifted, he shall thereafter be entitled to standard parent-time as defined in Utah Code Ann. § 81-9-302. However, even in that event, it is in the children's best interests that Twila retain sole legal and physical custody.

45. The Court or DCFS shall modify the current child support order by recalculating the obligation pursuant to statute, based on the parties' current verified gross monthly incomes and the modification to a sole custody arrangement.

46. JUDGMENT IS HEREBY ENTERED in Twila Vaitai's favor, against Samuela Vaitai, in the amount of SIXTY-ONE THOUSAND DOLLARS (U.S.) (\$61,000.00).

SO ORDERED AND ADJUDGED.

Judge THADDEUS MAY
Commissioner MICHELLE C. BLOMQUIST
THIRD DISTRICT COURT
Salt Lake County, Utah

**EFFECTIVE WHEN EMBOSSSED WITH JUDGE'S DIGITAL
SIGNATURE AND COURT'S SEAL AT TOP OF FIRST PAGE**