The Order of the Court is stated below:
Dated: October 23, 2026 11:42:26 AM **/s/** STEPHEN L. NELSON
District Court Judge

Christine Y. Seminario [14783]
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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of Carley Fotu, Petitioner, and Timote Nai Fotu, Respondent	**DECREE OF DIVORCE** Civil No. 264902679 Judge Stephen Nelson Commissioner Kim Luhn

The Court, having entered its Findings of Fact and Conclusions of Law, and for other good cause appearing, therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

That Petitioner is hereby awarded a Decree of Divorce from Respondent, to become final upon signature and entry.

JURISDICTION

1. Petitioner Carley Fotu ("**Carley**") is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of the action in accordance with U.C.A. § 30-3-1(2).

2. Respondent Timote Nai Fotu ("**Timote**") is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of the action in accordance with U.C.A. § 30-3-1(2).

3. The Parties resided in the relationship in the State of Utah or the acts complained of by Carley were committed by Timote in the State of Utah and therefore, this Court has long-arm jurisdiction over Timote pursuant to U.C.A § 78B-3-205(6) (1953 as amended).

4. Jurisdiction and venue are proper in this county.

MARRIAGE AND GROUNDS FOR DIVORCE

5. Carley and Timote entered into a marriage on April 25, 2022.

6. The parties separated on March 1, 2024.

7. Carley shall be granted a divorce from Timote on the grounds of irreconcilable differences, making the continuation of their marriage impossible.

CHILDREN

8. Carley and Timote have two minor children from this marriage:

a. K.F., born March 2016

b. M.F., born July 2019

CHILD CUSTODY AND PARENTING PLAN

9. Carley has been the primary care provider for the children and is a fit and proper person to be awarded sole physical and legal custody of the children.

10. Timote's parent-time shall be restricted and/or supervised for the following reasons:

a. Timote has a serious alcohol problem that endangers the minor children. He has four DUIs, including two felony DUIs. On March 28, 2026, he was charged with a second felony

DUI, which is pending in the Third District Court, Case No. 261903818. He was also charged with driving on a suspended/revoked license. Timote's drinking problem and a pattern of DUI's show a lack of judgment that not only threatens the safety of the minor children but also the community at large.

b. Timote's alcohol problem has also led to instability in the children's lives, creating chaos, confusion, and distress.

c. Timote frequently has disparaged Carley in front of the children and his behavior does not create an environment that is conducive to safety and emotional growth.

d. Timote has not created strong bonds with his children because he comes and goes as he pleases and is not a reliable parent to them.

e. Timote also has other pending driving violations including:

i. Operating a vehicle without insurance (U.C.A. § 41-12A-302), a Class C Misdemeanor; Driving on a suspended or revoked license, a Class C misdemeanor (U.C.A. § 53-3-227(1), a Class C Misdemeanor; and Using plates registered to another vehicle (U.C.A. § 41-1A-1305), a Class C Misdemeanor in Case 265001654 in the Third District, Holladay Justice court (Offense Date: February 18, 2026); and

ii. Using plates registered to another vehicle (U.C.A. §41-1A-1305), a Class C Misdemeanor, and two infractions in Case 265002083, Third Judicial District, Holladay Justice Court (Offense date: March 11, 2026);

11. It is in the best interest of the children that Timote's right to parent time occur at reasonable times and places as the parties agree. If the parties cannot agree, Timote's parent-time shall be limited to day-time visits 2 times per week at Carley's home or under the supervision of

a third-party approved by Carley.

12. Timote shall have no overnights until the children reach the age of sixteen and they are able to drive themselves home if they feel unsafe.

13. Timote shall not drive the minor children while any criminal charges are pending, while he is under probation, or with a suspended license.

14. No alcohol shall be consumed while either parent is exercising parent-time with the children.

15. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent, which may inadvertently conflict with the parent-time schedule.

16. Timote shall have access directly to all school reports and medical records and should be notified immediately by Carley in the event of a medical emergency.

17. The parties shall exchange information concerning the health, education, and welfare of the child, and where possible, confer before making decisions concerning any of these. If the parties disagree, Carley should have the final say.

CHILD SUPPORT PAYMENTS

18. Carley and Timote are both employed.

19. Carley's gross monthly income is $19,600.

20. Timote's imputed gross monthly income is $18,500 per month.

21. Timote shall be ordered to pay child support in the amount of $2,214 per month pursuant to U.C.A. §81-6-201, *et seq.*, consistent with the Uniform Child Support Guidelines until the

children turn 18 years of age, or graduate from high school during the children's normal and expected year of graduation, whichever occurs later.

22. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 26B-9-303. This income withholding procedure applies to existing and future payors, and all withheld income should be submitted to the Office of Recovery Services.

HEALTH CARE

23. Pursuant to Utah Code Ann. § 81-6-208, the parties shall provide health, dental, optical, and mental health insurance for the children from the respective parents' place of employment offering the best and most reasonable coverage available for the children.

24. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent should notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

25. Each parent shall share equally the out-of-pocket costs of the premium actually paid for the child's portion of insurance. The premium expense for the child 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 the parties' children.

26. The parents shall share equally all reasonable and necessary uninsured medical, dental, optical, and mental healthcare expenses, including deductibles and co-payments which were

incurred for the dependent child and actually paid by the parents.

27. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

28. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with paragraphs the paragraph above.

29. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expense one-half of the amounts of the out-of-pocket costs within 30 days of receipt of the written verification.

CHILD CARE COSTS

30. Pursuant to Utah Code Ann. § 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training related child-care expenses of the custodial parent.

31. The non-custodial parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of the child-care expense.

32. The parent who incurs child-care expenses shall provide written verification of the cost and identity of the child-care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent should notify the other parent of any child-care provider or the monthly expense of child-care within 30 calendar days of the date of the change.

33. A parent incurring child-care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of expenses if the parent incurring the expenses

fails to comply with these provisions.

34. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amounts of the out-of-pocket costs within 30 days of receipt of written verification.

DEBTS AND OBLIGATIONS

35. During the course of the marriage, the parties incurred certain marital debts and obligations.

36. Each party will be responsible for their own personal debt.

37. Based on the financial contributions of both parties, it is equitable that Timote shall pay Carley at least $459,489.98 to pay off marital debt, loans, or other financial obligations incurred during the marriage.

38. Otherwise, the marital debt shall be equitably divided.

39. It is reasonable and proper that the following additional provisions relating to marital debts be entered:

a. Pursuant to U.C.A §30-3-5(c)(ii), the parties shall notify their respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

b. Neither party shall hereafter incur any debts, obligations or liabilities on the other party's credit, or do anything for which the other party may be liable or do anything to jeopardize the credit-worthiness of the other party.

c. In the event that any outstanding debt or obligation of any kind has been incurred by one party is hereafter asserted against the other, except the debts and obligations set forth and listed above, the party actually incurring the debt or obligation shall assume and be solely responsible for paying it and shall hold the other party harmless from all claims with respect to the debts, obligations, and expenses with respect to those debts and obligations.

d. Each of the parties shall do whatever is necessary to immediately close all joint accounts in the name of the parties, or either of them under which one may make purchases on the credit of the other.

REAL PROPERTY

40. Carley acquired property in 2017 prior to the parties' marriage located at: 2853 S. 2300 E., Millcreek, UT 84109 ("**Premarital Property**").

Parcel: 16-27-202-039-0000

BEG S 732 FT FR N 1/4 COR SEC 27, T1S, R1E, SLM; S 60 FT; E 330 FT; N 60 FT; W 330 FT TO BEG. LESS ST. LESS & EXCEPT BEGS 00¿13'26" E 732.26 FT (RECORD = S 732 FT) & N 89¿46'34" E 54.34 FT FR NW COR OF NE 1/4 OF SD SEC 27; S 89¿57'06" E (RECORD = E) 3 FT; S 00¿14'07" E 60 FT; N 89¿57'06" W (RECORD = W) 3 FT; N 00¿14'07" W (RECORD = N) 60 FT TO BEG. 0.38 AC M OR L. 9409-7263 10252-4839,4842 10496-7881 10575-9075 11467-6278

41. Timote was later added to the Deed of Trust in 2023. As this is premarital property, it is not part of the marital estate and Timote has no claim to this property. Carley shall maintain complete ownership and reclaim full title of the Premarital Property, free and clear of any claim from Timote. Timote shall cooperate in executing all necessary documents to remove himself from the title of the Premarital Property.

42. During the course of their marriage, the parties have acquired the following real property.

a. Recreational property: Lot 76, Plat A Sevier River Rances Subdivision, Juab County, Levan, Utah ("**Levan Property**")

b. 2258 E. Lambourne Ave., Millcreek, UT 84109 ("**Millcreek Home**")

43. The Levan Property shall be sold immediately. If it is sold to a third party, Carley shall receive the first $45,000 of the sale proceeds, and Carley and Timote shall then divide the remaining equity equally. If Timote decides to buy the property, he must buy out Carley's equitable share of the property for the value of $45,000. To initiate the buy-out, he must make an initial payment of $1,000 and make monthly installments of $1,000 beginning the first of the month thereafter until it is paid off. If Timote is late on any payments, he will have 10 calendar days to make the payment plus an additional ten percent late payment fee of one hundred dollars ($100). If Timote fails to make a payment for two consecutive months, the property shall be immediately sold, and Carley shall receive the first $45,000 of the sale proceeds; the parties shall then divide the remaining proceeds equally. The parties shall equitably divide personal property found on the Levan Property.

44. The Millcreek Home was purchased in 2023. Carley shall be awarded the Millcreek Home free and clear from any claim from Timote. Carley shall be responsible for the mortgage payment, taxes, and insurance on the Millcreek Home.

PERSONAL PROPERTY

45. During the course of their marriage, the parties acquired certain items of personal property.

46. Each party shall retain personal property in his or her own possession.

47. The parties shall equitably divide other personal property.

ALIMONY

48. Each party is self-supporting, and no alimony shall be awarded.

BUSINESS INTEREST

49. Carley shall retain complete ownership of all of her business interests free and clear of any claim from Timote.

50. Timote shall retain complete ownership of all of his business interests free and clear of any claims from Carley.

FINANCIAL AND RETIREMENT ACCOUNTS

51. During the course of the marriage, the parties have acquired certain financial accounts.

52. Each party shall retain financial and retirement accounts in his or her own name.

ATTORNEY'S FEES AND COSTS

53. Each party shall be responsible for his or her attorney fees and costs.

MISCELLANEOUS PROVISIONS

54. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming each other at their place of residence, employment or any other place.

55. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the decree of divorce entered by the Court.

56. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

*****The Court's signature will appear at the top of the first page when signed. *****