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

**IN THE MATTER OF THE MARRIAGE
OF:**

MALIA TAKIKO KEOLAMA TANUVASA, an
individual,

Petitioner,
and

MATTHEW LIUTAI TANUVASA, an
individual

Respondent.

DECREE OF DIVORCE

Case No: 254402579
Judge: Derek P Pullan
Commissioner: Marian Ito

The Court having reviewed Petitioner's Petition for Divorce and the Default Certificate, the pleadings on file herein, having established jurisdiction, and having entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Provisions Relating to Jurisdiction

1. Petitioner is a bona fide resident of Utah County, State of Utah, and currently resides there along with the parties' minor children, for whom Petitioner has been the sole caregiver for the duration of their lives to date.

2. During the marriage, the parties resided in the state of Utah and this Court has jurisdiction over Petitioner pursuant to Utah Code § 81-4-402(1).

3. The parties have been married since July 20, 2012, were married in the State of Utah, and are presently married. The parties separated on or about March 15, 2025, however, and do not currently reside together.

4. Utah is the home state of the parties' minor children, and Utah has jurisdiction to make an initial custody determination under Utah Code § 78B-13-201(1), in that the minor children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

Provisions Relating to Grounds

5. During the marriage, the parties experienced one or more grounds for divorce set forth in Utah Code § 81-4-405 and the marriage relationship is no longer viable.

Provisions Relating to Debts and Obligations

6. During the marriage, the parties acquired certain debts and obligations. Each party shall be ordered to assume and pay the debts and hold the other harmless as follows:

7. **Secured Debt:** Unless otherwise agreed, ordered, or addressed specifically herein, each party awarded property herein is responsible for the debt associated therewith, if any, and shall hold the other harmless with regard to same, and make all reasonable efforts remove the other party's name from said debt, up to and including refinancing, in the event the names of both parties are currently associated with the debt on that property. Until such time as the other party's name is removed and debt refinanced, both parties should be prohibited from making any payments on such debts late (with late being defined as "one or more days overdue").

8. **Other Debt & Liabilities:** To the extent the marital couple have incurred debts and liabilities beyond those specifically identified herein, be they joint or individual, Petitioner is unaware of said debts. Liabilities that have arisen as the sole and direct result of Respondent's wrongful conduct and/or in relation to his substantial financial crime, Petitioner was unaware at the time and the true full extent of which Petitioner remains unaware. Any and all such debts and liabilities are, by definition, both the fault and responsibility of Respondent, and are therefore assigned to him. Petitioner suspects there may be additional debt accrued by Respondent without Petitioner's knowledge or consent, as well as extant and future liabilities arising from Respondent's actions. Any such debt and liabilities, no matter when or how established, not identified herein shall be the sole responsibility of Respondent in perpetuity.

9. Pursuant to Utah Code § 81-4-406(4)(c), the parties should notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein, and provide said persons or entities with the parties' separate and current addresses.

Provisions Relating to Personal Property

10. During the marriage, the parties acquired certain items of personal property which shall be divided as set forth herein, or to the extent not set forth herein, shall be divided as the parties agree. If the parties cannot agree to the disposition of any personal property, it shall be divided equitably between them.

11. **Separate Property:** Unless objected to or otherwise disputed during this litigation, items or heirlooms received by inheritance or gift through a family-line are the sole property of the person who received the inheritance, heirloom, or gift, so long as the status of said property as separate, rather than marital, has been so determined by the Court.

12. **Accounts:** The extent, existence, and values of Respondent's accounts and assets are not currently known to Petitioner. Accordingly, the parties shall divide their respective accounts as they can agree. To the extent that the parties cannot agree, Petitioner shall be awarded the entirety of the parties' joint accounts, and at least fifty percent of the respective balances of Respondent's accounts and assets upon a full and complete disclosure of same. To the extent Respondent fails to disclose any accounts or assets and Petitioner

subsequently discovers their existence, said accounts and assets shall be immediately forfeited in full to Petitioner, and she shall be awarded her attorney's fees incurred in relation to the discovery and pursuit of same.

13. **Business:** During the marriage, the parties may have accrued interest in one or more businesses (the "Businesses"). Respondent shall be ordered to buy Petitioner out of her share of any interest she has therein—with said interest not to be less than fifty percent—and Petitioner shall forever waive her claim to future interest in the Businesses upon said buyout. Respondent shall also be ordered to assume sole responsibility for any and all past, present, and future debts and liabilities associated with the Businesses.

14. **Life Insurance:** To the extent Respondent has obtained a life insurance policy (if any) to date, the entirety of said policy and any funds related thereto shall be awarded to Respondent in full to be held in trust for the benefit of the minor children. If Respondent does not currently have a life insurance policy in place, or if one that he does have in place should lapse or otherwise expire, or if the benefit thereof shall be equal to an amount less than \$1,000,000, Respondent shall be ordered to obtain life insurance coverage in the amount of no less than \$1,000,000, with Petitioner named as the primary beneficiary held in trust for the benefit of the minor children. Respondent shall bear the cost of said policy and be required to stay current on all payments for its duration, which shall be until the minor children reach the age of majority or

graduates high school with the children's standard high school graduating class as scheduled, whichever is later.

15. **Personal Belongings:** Each party shall be awarded their own personal belongings/effects subject to the divisions set forth herein, agreed, or otherwise ordered.

Provisions Relating to Retirement Accounts

16. During the marriage, to the extent the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans the parties shall split their respective accounts/plans/benefits/pensions, etc. (together, "retirement assets") in accordance with an equitable division. Said division shall be, at a minimum: fifty percent of Respondent's retirement assets, if any, awarded to Petitioner; and one hundred percent of Petitioner's retirement assets, if any, awarded to Petitioner.

Provisions Relating to Real Property

17. During the marriage, the parties have not acquired real property.

Provisions Relating to the Minor Children

18. The parties have three minor children born as issue of this marriage:

- a. M.L.M.T., born June 2012.
- b. S.A.L.T., born March 2015.
- c. Z.N.A.T., born February 2017.

19. Pursuant to Utah Rule of Civil Procedure 100(a), Petitioner states, upon information and belief, that there are no proceedings for custody, child support or parent-time, an active protective order, or a criminal or delinquency case regarding the above-named minor child filed or pending in the Juvenile Court of this or any other state.

20. There is, however, an active Protective Order recently entered against Respondent for the protection of Petitioner (and by extension, the minor children, who are included as protected parties to said Protective Order), which arises from Respondent's actions including, but not necessarily limited to, recent acts of domestic violence committed by Respondent against Petitioner. See *Tanuvasa v. Tanuvasa*, Case No. 254400901, 4th Judicial District Court in and for Utah County, State of Utah.

21. Among other things, the Protective Order prohibits any contact—direct or indirect—by Respondent with or toward Petitioner and the minor children and also requires him to stay away from Petitioner's current residence and workplace.

22. **Child Custody:** Petitioner has been the sole and primary caregiver for the minor children since their births, including providing effective and loving care and primary decision-making for and relating to the minor children, including but not limited to major decisions concerning the children's health, safety, welfare, education, and activities in which the children engage and to

which they should or should not be exposed. Furthermore, Respondent is currently incarcerated in relation to many crimes across the state of Utah.

23. Accordingly, it is in the best interests of the parties' minor children that Petitioner be awarded sole physical and legal custody.

24. **Parent-Time:** Prior to exercising any parent-time, Respondent shall be required to complete reunification therapy with the children due to the recent acts of domestic violence and his subsequent extended jail stay related to Respondent's numerous pending criminal cases, including but not limited to criminal cases relating to domestic violence in front of the children and violating the Protective Order. The reunification therapist shall determine the level to which Respondent should exercise parent-time, if any. In any case, parent-time shall not begin until a review hearing with the Court is scheduled and held. Petitioner shall be designated the custodial parent and primary caregiver where such a designation is necessary or appropriate. The receiving party shall be responsible for pick-up of the minor children during parent-time exchanges.

25. **Childcare:** The parties shall equally divide the costs of any work-related childcare incurred by either party.

26. **Drugs and Alcohol:** The parties shall be restrained from consuming or attempting to acquire illegal drugs, and from abusing any drugs that are prescribed to them or anyone else by a physician. Said abuse includes, but is not limited to, taking more than the prescribed dose, taking prescribed

drugs in any dose whatsoever that have been prescribed to someone else rather than the party, taking prescribed drugs for purposes other than those for which the drug is intended or prescribed, or taking drugs with expired prescriptions. The parties shall also be restrained from drinking alcohol to excess while the minor children are in their care.

27. **Virtual Parent-Time:** Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours during the other party's parent-time.

28. **Holidays:** Holiday division and parent time shall be as the parties can agree. If the parties cannot agree, then the schedule will track the standard holiday visitation schedule contained in the Utah Code § 81-9-302, with Respondent being designated as the non-custodial parent, only after the reunification requirements set forth above have been met.

29. **Child Support:** Petitioner is unaware of Respondent's exact income, and Respondent has been incarcerated for quite some time. Respondent is imputed at \$6,333.33 per month for child support purposes, reflecting the most income information available to Petitioner. Petitioner is imputed at \$3,200.00 per month for child support purposes. Accordingly, child support is awarded to Petitioner in accordance with Utah Code § 78B-12-203. Respondent shall pay to Petitioner \$1,232.00 per month for child support according to the sole custody worksheet filed concurrently herewith.

- a. Child support should be paid until (1) the minor children reach the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 78A-6-801.
- b. Child support should be paid as the parties agree. If they cannot agree, child support should be paid in two increments each month, half on the 5th and half on the 20th of each month.

30. **Medical Insurance Coverage:** The parties shall be ordered to maintain in force all extant health insurance for the minor children when it is available at a reasonable cost and the insurance coverage is accessible to the children. If the extant coverage lapses or otherwise ceases to be available, Petitioner shall be responsible for immediately obtaining reasonably equivalent coverage for the minor children. If at any time, the children are covered by the insurance plans of both parents, Petitioner's plan shall be designated the primary coverage and Respondent's plan, if any, shall be secondary coverage for the children. If a parent remarries and his or her dependent children are not covered by that parent's insurance, but is covered by the stepparent's plan, the stepparent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party

who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or should have known of the change.

31. **Medical Insurance Premiums:** The parties shall be jointly and equally responsible for the out-of-pocket costs of the premium actually paid for each children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and should be calculated by dividing the premium amount by the number of persons covered under the policy and then multiplying the results by the number of minor children of the parties.

32. **Out-of-Pocket Medical Expenses:** The parties shall be jointly and equally responsible for all reasonable and necessary health, optical, hospital, dental and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. In the

event either party incurs health, optical, hospital, dental and other medical expenses for the parties' minor children, that party shall provide written verification of the costs and payment of such health, optical, hospital, dental or other medical expenses to the other party within thirty (30) days of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

33. **Activity Costs:** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for the activities that the children are enrolled in, now or in the future. The activities the children are currently enrolled in shall be deemed agreed-upon. Any additional activities must be agreed upon in advance in writing for the cost to be divided equally. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. Both parents shall be able to attend all the children's extra-curricular activities.

34. **Taxes:** The parties shall alternate claiming the children on taxes each year, with one party claiming two children and one party claiming one child each year. Petitioner shall retain and claim two child tax credits for the minor children in odd years beginning in 2025, with Respondent claiming one credit in even years. Upon information and belief, the parties have one or more prior years' tax returns to file. Respondent shall be responsible for any and all back owed taxes resulting from failure to file prior years' tax returns, if any. If Respondent is not current on child support obligations by December 31st of the current tax year, Petitioner shall claim all three child tax credits for that tax year.

35. **Romantic Guests & Relationships:** The parties shall be prohibited from entertaining romantic overnight guests at their place of residence (or any other place) while exercising parent time with the minor children.

36. Both parties shall also be restrained from introducing the minor children to any third parties with whom Petitioner or Respondent are romantically involved,¹ unless and until said third party has been in a serious and committed dating relationship with one of the parties for at least six (6) months prior to the introduction or is engaged to be married to one of the parties.

¹ With "romantically involved" being defined as to give the term its broadest possible meaning.

37. **Advisory Guidelines:** It is in the best interest of the minor children that the parties be bound by the advisory guidelines as contained in Utah Code § 81-9-202.

38. **Relocation:** The parties shall follow the provisions of Utah Code § 81-9-209 regarding any relocation.

Miscellaneous Provisions

39. **Alimony:** Petitioner shall be awarded alimony paid by Respondent according to Utah law and in light of Utah Code § 81-4-502 and Respondent's choice to engage in one or more of the behaviors set forth therein. The monthly alimony awarded to Petitioner is based on, among other things, the needs of Petitioner, the lifestyle to which she has become accustomed, the history of the parties' relationship, Respondent's ability to pay, and any additional factors the Court may consider under Utah law, including but not limited to the "fault" factors referenced herein above and provided by law. Accordingly, Respondent is ordered to pay alimony to Petitioner in the amount of \$700.00 per month for a duration equal to the length of the marriage, beginning as of the date of entry of the Decree of Divorce.

40. **Full Disclosure.** In the event a party does not disclose all assets to the other party, the party discovering the undisclosed asset or assets shall be awarded the entire asset or assets.

41. **Mediation Before Litigation:** If the parties have a dispute concerning an issue under the Decree that they cannot directly resolve, or if they wish to modify the Decree in any way and are unable to agree directly in writing on said modification, the parties shall be required attempt good-faith resolution of said dispute/potential modification via mediation with a certified domestic relations mediator before pursuing their potential legal remedies or other review in court.²

42. **Major Decisions & Final Say:** Petitioner shall have final decision making authority so long as Respondent remains incarcerated and until Respondent completes the reunification requirements as set forth above. If Respondent completes said reunification requirements and the Court determines that parent-time should begin, the parties will follow the following dispute resolution process: Absent emergency, the parties shall discuss all major decisions concerning the minor children together prior to either party making said decision, and attempt in good faith to reach an agreement. In so doing, the parties shall focus on objective criteria as much as possible, facts, and above all the best interests of the minor children above their own interests or personal preferences. The parties may involve any professional who may be of assistance in helping them make major decisions, but neither party shall be required to

² With “pursuing” being defined as to require the parties to attempt mediation in good faith, not only before any hearing or argument before the Court occurs on the issue(s) in question, but also before filing any motion, petition, pleading, request, or other document with the Court in which any legal remedy for, or any Court review regarding, the issue(s) in question is sought.

engage jointly with a professional at the behest of that party absent agreement of the parties. In the event the parties are unable to reach an agreement regarding a major decision, Petitioner shall have the right to make the final decision after full and fair consideration of all relevant and objectively reliable information, as well as the opinions and viewpoints of Respondent.

43. **Restoration of Maiden Name or Other:** Petitioner's maiden name, or any other name change that she may so choose, may be legally restored to her or changed by her at her sole discretion.

44. **Mutual Restraining Order:** The parties shall both be restrained from disparaging the other party to, or in the presence of, the minor children and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing this or any other legal matter between them, or any other "adult" or otherwise inappropriate topics, with or in the presence of the minor children, and are to instruct any third parties to also be so restrained. The parties shall be permanently restrained from harassing, stalking, threatening, monitoring (be it physical or electronic), or otherwise harming or seeking to harm the other party (or causing a third party to engage in any of these restrained activities toward the other party) at any time or in any place.

45. Both parties shall also be restrained from accessing any electronic account, profile, handle, avatar, or other electronic persona belonging to or associated with the other party—even if the access is obtained via saved

passwords or login information, previously known, guessed, or shared passwords or login information, or otherwise seemingly “legitimate” means. In the event either party discovers that such access is possible, they are required to notify the other party immediately and provide details as to how access was obtained. The other party shall then take reasonable measures to secure the account. Neither party may create or otherwise establish or maintain any social media accounts for, with, or in the name of the minor children, without the express written consent of the other party.

46. **Delivery of Documents and Duty to Sign Documents:** 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. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party

47. **Attorney’s Fees:** It is reasonable, necessary, and proper that Respondent be ordered to pay Petitioner’s attorney’s fees and costs associated with this action.

WHEREFORE, Petitioner is granted a divorce from Respondent, the same

becoming final upon entry.

**[ENTERED BY THE COURT AS INDICATED BY THE STAMP AND SEAL AT THE
TOP OF THIS PLEADING]**

CERTIFICATE OF SERVICE

I HEREBY certify that on the 19th day of June 2026, a true and correct copy of the foregoing document was served via US Mail to Respondent

Matthew Tanuvasa—Inmate No. 271238
1480 North 8000 West
Salt Lake City, Utah 84116

/s/ Katelyn Kendall
Katelyn Kendall
Paralegal to Kyle E. Witherspoon