

The Order of the Court is stated below:

Dated: September 25, 2026
02:36:22 PM

/s/ DEREK WILLIAMS
District Court Judge



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

In the Matter of the Marriage of:

MATHEW OFUHO STANSLOUS,
Petitioner,

and

REGINA MARGARITA MATHEW,
Respondent.

DECREE OF DIVORCE

Case No. 254906230

Judge: Derek Williams

Commissioner: Michelle Blomquist

This matter came before this honorable Court on Petitioner, Mathew Stanslous's Petition for Divorce, for the Court to make Findings of Fact, Conclusions of Law, and with good cause appearing, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. Petitioner is a resident of Sioux Falls, Minnehaha County, South Dakota.
2. Respondent is a resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing this action.
3. Petitioner and Respondent were married on May 15, 1991, in South Sudan. The parties separated on November 5, 2009.
4. The parties have had nine children together as issue of their marriage, only two of which were minors from the beginning of the case minors, namely: A.M. born 8/25/2008, and E.M. born 8/29/2010. Throughout the court proceedings, A.M. has since turned 18, and E.M. remains the only minor child between the parties.
5. No additional children are expected.
6. Utah has jurisdiction over the custody and parent time issues in this case and has the authority to make an initial child custody determination pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act.
7. The minor children have resided in Utah for at least six months immediately preceding the filing of this action, and Utah is the home state.
8. The parties have experienced irreconcilable differences that make it impossible to continue a viable marriage relationship.
9. It is in the best interest of the Parties' minor children that the parties be awarded joint legal custody, subject to the following *Parenting Plan*.
10. Regina shall be awarded sole physical custody of the parties' minor children, and Mathew shall be awarded parent-time in accordance with Utah Code Ann. § 81-9-209 (the "**Relocation Statute**"). Specially, the parent-time schedule shall be as follows:

- A. School Year: The children shall live with Regina during the school year.
- B. Mathew's Weekends. Mathew shall have his parent-time one weekend a month from the children's school dismissal the day before Mathew's weekend until 8:00 p.m. on Sunday or the last day of the holiday, as applicable, as follows:
 - i. January: Martin Luther King Day Weekend;
 - ii. February: President's Day Weekend;
 - iii. March: Third Weekend.
 - iv. Spring Break, Fall Break, see Paragraphs 24 and 25 herein.
 - v. May: Third Weekend in May
 - vi. September: Labor Day Weekend
 - vii. October: Columbus Day Weekend
 - viii. November: weekend before Thanksgiving in even years.

11. Mathew shall notify Regina at least one week in advance to confirm that he is taking his weekend. If Mathew does not notify Regina he is taking his weekend, Mathew shall be deemed to have forfeited his weekend. At Mathew's sole discretion, he may take his weekend in Utah or choose to fly the children out to South Dakota to see them at his expense.

12. For purposes of determining Mathew's weekends during the school year, Mathew's weekend will include any day off from the children's respective schools appended to such weekend. By way of example only, if the children are dismissed Thursday afternoon at 1:00 p.m. for "teacher learning day," before Martin Luther King's Day and continue through Monday at 8:00 pm. Mathew's parent-time would begin upon the children's dismissal on Thursday at 1:00 p.m. to begin his weekend.

Summer Weeks

13. In accordance with the Relocation Statute, Mathew shall have extended parent-time equal to $\frac{1}{2}$ of the summer for consecutive weeks; provided however, that the children shall be returned to Utah not later than seven (7) days before school begins.

14. The parties shall plan Mathew's summer parent-time not later than April 1 of each year. If the parties cannot agree on the summer parent-time schedule, Mathew shall begin his summer parent-time the Sunday following the children's dismissal from school.

Holidays

15. In accordance with the Relocation Statute, in odd years, Mathew shall be awarded;
- a. Thanksgiving holiday beginning Wednesday upon either (i) 9:00 a.m. or the parties' dismissal from school, if they have school on Wednesday.
 - b. Spring Break, beginning on the last day of school before the holiday begins until 9:00 p.m. the day before school resumes.

16. In even years, Mathew shall be awarded,
- a. The entire winter school break period; and
 - b. The fall school break beginning on the last day of school before the holiday until school resumes.

Custodial Parent

17. Regina shall be deemed the custodial parent. Her parent-time shall be all parent-time not specifically awarded to Mathew.

Dispute Resolution Process

18. When making important decisions about their children within the framework of their parental rights with respect to shared legal custody of the children, the Parties shall consider the best interests of the children. After a full discussion of the issue(s) at hand, if the Parties cannot agree on a decision, the parties agree to meet or consult with a professional in the field of the dispute, if practicable. The parties shall defer to the decision of the professional, if applicable. If one of the parties is still aggrieved, the status quo shall remain in place, and the aggrieved party may bring the matter before the Court. The prevailing party may be entitled to attorneys' fees should it be determined that Court redress was necessary due to the obstructionist behaviour of the other party.

19. Each party shall be entitled to make decisions regarding the day-to-day care of the children while a child is in that party's care. Each party shall be entitled to make emergency decisions affecting the health and welfare of the child, but must provide notice of the decision to the other party as soon as is reasonably practicable.

20. Each party shall have full and direct access to all teachers and school records, all healthcare professionals and records, all therapists, and extracurricular activities, records, and providers related to children. The parties shall maintain independent communications with a child's teachers, health care professionals, therapists, coaches, instructors, etc. Furthermore, each parent shall make their own arrangements for such things as parent-teacher conferences. If needed, in order to implement this provision, the parties shall sign releases to enable the other party to obtain such information directly.

21. The parties shall not withhold important information from the other party. The parties shall consult with each other if either of them becomes aware that the child is experiencing difficulties in school, medical issues, emotional problems, or other issues. Each party shall immediately notify the other party of any medical issues or other events that require their child to miss more than one day of school or to be treated at any medical facility for any reason.

Parent-Time Schedule

Child Support

22. Child support shall be ordered pursuant to the overall custody schedule, income of the parties, and pursuant to the child support guidelines. Currently, Regina has been imputed by the Department of Social Services, Division of Child Support at \$2,947. Mathew has been imputed at \$4,129. Pursuant to the Division of Child Support, Utah Code, and the Child Support Guidelines, and the parties' last remaining minor child, Mathew shall pay Regina \$502 in child support per month.

23. In accordance with U.C.A. §81-6-213, child support shall automatically terminate (i) upon the later to occur of (A) a child's graduation from high school during the child's normal and expected year of graduation or (B) a child's 18th birthday, (ii) a child's enlistment into the United States Military; or (iii) a child's marriage or death. Child support for the remaining child shall then be recalculated in accordance with the Utah Child Support Guidelines.

24. A party may petition the Court to adjust Child Support by motion after three (3) years from the date of entry of the Decree of Divorce Pursuant to U.C.A. §81-6-212, if (i) upon review, there is a difference of more 10% or more between the amount of Child Support previously ordered and the new amount of child support prayed for; (ii) the difference is not of a temporary

nature; and (iii) the amount previously ordered does not deviate from the child support guidelines.

25. The parties acknowledge that pursuant to Utah Code Ann. §81-6-212, that they have a right to modify a child support order at any time by petition if there has been as substantial change in circumstances because of (i) material changes in custody; (ii) material changes in the relative wealth or assets of a party; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; (vi) material changes in the legal responsibilities of either parent for the support of others. One or more changes set forth in (i)-(vi) above must result in a 15% or more difference between the amount previously ordered and the new amount of child support using the correct child support worksheet, and the difference must not be of a temporary nature.

26. The parties already have an open case with the Utah Office of Recovery Services (“ORS”) to administer the collection of child support and/or reimbursement of premiums paid on the health insurance for the child, Case # 288167020A.

PARENTING PLAN

Advisory Guidelines

27. It is in the best interests of the parties’ children that the parties become familiar with and abide by the Advisory Guidelines as set forth in U.C.A. §81-9-202.

Current Contact Information

28. Both parties shall keep the other informed of their current address and telephone number within 24 hours of making the change.

Communication with Children

29. The parties agree to allow liberal communication between the child and the other parent at reasonable times and a reasonable number of times as a child desires. Each party agrees to allow the children to communicate privately with the other parent and not to “hover” during telephone or video calls.

30. Mathew shall have virtual parent time every Tuesday, Thursday, and Saturday at 7:00pm for at least 15 minutes. Regina shall ensure the children are available. Mathew shall be afforded a 15 minute window to initiate the call. If he does not initiate the call, his virtual parent-time shall be voided; provided however, should Mathew contact Regina and ask to reschedule virtual parent-time, his request shall be reasonably accommodated. Failure to do so may be deemed contempt by the Court.

Travel

31. If traveling out-of-state with the child(ren), the traveling party shall provide the other party with a telephone number and address where the child(ren) can be reached, provided service is available, as well as a basic itinerary. The traveling parent shall give notice to the other parent no less than 30 days prior to such travel and if a parent is not able to give notice at least 30 days prior to such travel, the parent must give notice to other parent as soon as reasonably practicable, and any travel noticed less than 30 days, if not already during the parent-time of the parent traveling, must require prior written approval of the other parent. Text is sufficient for this purpose. This travel provision shall only apply to travel out of state.

Dignity and Respect in Communication

32. The parties shall treat each other at all times with dignity and respect. The parties shall not use demeaning, derogatory, or condescending terms or language in any communication with or about each other.

33. All adults who have access to the child(ren) shall be enjoined from speaking negatively about anyone loved by the child(ren), most importantly each of Petitioner and Respondent. These adults shall never discuss in the presence of the child or under circumstances where the child is likely to hear or learn any legal, financial, or other matters related to this proceeding. If either party's extended family or friends fail or refuse to comply with this requirement, that party shall immediately take steps to ensure that such conduct ceases or, if not, that party shall immediately cut off the non-complying person's access to the child.

34. The parties shall communicate directly with each other and not through third parties or the children. The children shall not be asked to carry messages between the parties.

Alcohol and Drugs

35. Both parents shall be mutually restrained from using alcohol in excess, illegal drugs, or engage in the misuse of prescription drugs whilst in the presence of the minor child and/or during that parent's parent-time with the minor child. The parties shall be mutually restrained from allowing third parties from doing the same in the presence of the minor child and shall be obligated to remove the child immediately from such environment.

Special Consideration.

36. The parties shall give special consideration to the other 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 child or in the life of either parent which may inadvertently conflict with the regular time-sharing schedule.

37. Neither parent-time nor child support shall be withheld due to either parent's failure to comply with a court-ordered time-sharing schedule.

Extracurricular Activities.

38. If the parties agree to enroll a child in an extracurricular activity, they shall share the costs of the activity 50/50. If a parent wishes to enroll a child in an activity and does not obtain the other party's consent, that parent may do so understanding that they would not be able to anticipate the other parent's contribution toward the costs of the extracurricular activity. For purposes of this Section, any "agreement" must mean *written agreement prior to* the enrollment of the child in the extracurricular activity, unless otherwise agreed to in writing. Text is sufficient for this purpose. Additionally, regardless of who pays for the extracurricular activity, both parents shall be entitled to attend and/or participate in the children's extracurricular activities.

Health Insurance

25. If one parent has insurance for the minor children, that insurance shall be primary, historically, Mathew has been the primary on insurance, if both parties have insurance, Mathew's insurance shall be primary. The parents shall insure the children and share the premium costs equally in accordance with Utah Code 81-6-208.

26. Each parent shall share equally all reasonable and necessary out of pocket and uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the minor children and actually paid by the parents.

27. The parent who incurs medical, dental, vision, mental health or orthodontic expenses on behalf of the minor children may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

28. Each party may elect for providers to create separate accounts for their respective out of pocket dental, medical and school expenses incurred on behalf of the children by providing notice in advance in accordance with Utah Code Annotated §15-4-6.7.

29. If, at any point in time, the minor children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan under Mathew shall be primary coverage for the minor children and the health, hospital, or dental insurance plan under Regina shall be secondary coverage for the dependent children. If a parent remarries and the dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

30. Pursuant to Utah Code §81-6-208 10(b) the parent shall notify the other parent, or the Office of Recovery Services under IV of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or shall have known the change.

Property Division

39. During the course of the marriage, the parties acquired various assets and items of personal property. The parties separated over 16 years ago and equitably divided their marital personal property at that time. Any property acquired after the Separation Date shall be awarded to the party in possession of such property.

40. During the course of the marriage, the parties acquired a 1998 Toyota Sienna. Regina is in possession of the Toyota Sienna and shall be awarded this vehicle, and be responsible for the debt associated therewith, including any auto loan payments, fuel, maintenance, and insurance thereon. To the extent Petitioner is on the title to the vehicle or is listed on the vehicle loan, within 45 days after the entry of a Decree of Divorce, the parties shall work together to remove Petitioner's name from title to the vehicle and from any auto loan thereon .

41. The party who is carrying the auto insurance on a minor child's vehicle shall provide a receipt for payment of the child's portion of the premium within 30 days of incurring such expense to the other parent. Then, upon receiving a receipt for the insurance premium, the other parent shall provide reimbursement for 50% of such premium paid to the first parent within 30 days. Once a party has shared this information, the party carrying the auto insurance shall not have to "notice" the other parent each month. Rather, the reimbursing parent shall pay half of the auto insurance premium to the other parent carrying the insurance in a timely monthly fashion.

Debt

42. Since the Separation Date, the parties paid off all existing marital debt that was incurred prior to the Separation Date.

43. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, utility bills) incurred by that party after the Separation Date.

44. Pursuant to Utah Code 81-4-406(3)(b) the parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

Financial Assets

Bank Accounts

45. The parties do not have any bank accounts together. On the Separation Date, the parties equitably divided their bank accounts.

Investment, Retirement, 401(k) Accounts

46. During the course of the marriage, the parties may have acquired and earned pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. Each party shall remain in possession of their own retirement assets. Should either party discover that a shared asset was secreted, that party may petition for modification before this Court to equitably divide the financial instruments.

Real Property

47. During the marriage and prior to the Separation Date, the parties did not acquire any interest in real property. Upon information and belief, Respondent is renting her residence.

Alimony

48. Respondent shall not be awarded alimony because she left the marriage to reside with her paramour with whom she had a baby. Petitioner is not seeking alimony in this matter.

Miscellaneous

49. Attorney's Fees: Both parties shall be responsible for their own attorney's fees and costs.

50. Mutual Restraining Order: The parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

51. Delivery of Documents and Duty to Sign Documents: Each party shall 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 an Order to Show Cause 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.

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

***THIS DECREE OF DIVORCE WILL BECOME EFFECTIVE UPON THE COURT'S
ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP OF PAGE ONE***

*signature on following page

Respectfully Submitted

Ascent Law, LLC

/s/Ryan E. Simpson

Attorney for Mathew Stanslous

Pursuant to the Utah Rules of Civil procedure, Rule 7, if you fail to object to the proposed Order within 7 days of service, the Court can sign it immediately without your input