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Attorney for Petitioner

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

In the Matter of the Marriage of

MATS WALLER,

Petitioner,

and

MARIAH WALLER,

Respondent.

DECREE OF DIVORCE

Case No. 254402332

Judge Tony F. Graf, Jr.

Commissioner Marian Ito

The Court, having reviewed the Findings of Fact and Conclusions of Law for Decree of Divorce, and being duly informed as to all the facts of the case, and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

- Residency.** Both parties are 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.
- Marriage Information.** Petitioner and Respondent were married on August 5, 2011, in Livermore, Alameda County, State of California and are presently married. The parties separated in or about June 2025.

3. **Divorce**. The parties are granted a divorce based on the Declaration of Jurisdiction and Grounds for Divorce, the divorce to become final upon entry.

4. **Grounds**. The basis for Petitioner's cause of action is that the parties have experienced irreconcilable differences in their marriage and declared there is no chance of reconciliation. Both parties request that the marriage be dissolved by this Court's Decree.

5. **Children**. There are no minor children born of this marriage.

6. **Mutual Restraining Order**. Both parties shall be restrained from making disparaging remarks to one another, either verbally, in writing or otherwise. Both parties shall be mutually restrained from harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party shall be restrained from posting any disparaging or derogatory stories, pictures, statements about the other party on any social media sites. 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. 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. 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.

7. **Alimony**. Neither party shall be awarded alimony now or in the future.

8. **Real Property**. The parties' marital home is located at 2101 West 1835 North, Lehi, Utah (the "Home"). The Home shall be awarded to Mariah subject to the following terms and conditions:

- a. Mariah shall assume or refinance the Home mortgage to remove Mats therefrom within one (1) year of entry of the Decree.
- b. Mariah shall not further encumber the Home while Mats is on the mortgage. If a further encumbrance would allow Mats to be removed from the mortgage, that shall be permissible.
- c. Mariah shall be solely responsible for making the monthly mortgage payment, maintaining insurance, paying taxes, and covering all other expenses pertaining to the Home.
- d. If Mariah is unable to assume the mortgage or refinance the Home and remove Mats therefrom within the time allotted, Mariah shall immediately list the Home for sale with a licensed Realtor selected by Mariah.
- e. If Mariah is late on any mortgage payment (i.e., if a payment is ever thirty (30) days or more late), she shall immediately list the home for sale and the home shall be sold for the first reasonable offer.
- f. If a sale of the Home is mandated by the terms of this Paragraph 7, Mariah shall follow the recommendations of the Realtor as to asking price, Home presentation, and other matters.
- g. If the Home is sold, the proceeds from the sale 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;
 - iii. Third, any remaining proceeds shall be distributed to Mariah.

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

- a. Mats shall be awarded any personal property currently in his possession.
- b. Mariah shall be awarded any personal property currently in her possession.
- c. Mats shall be awarded the family dog.
- d. Mariah shall be awarded the riding lawnmower.
- e. If there is a dispute as to any items of personal property, the parties shall return to mediation prior to seeking court intervention.

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

- a. Mats shall be awarded the 2022 Kia Stinger. Mats shall assume all payment obligations for this vehicle.
- b. Mariah shall be awarded the 2019 Honda Accord, the 2008 Honda Accord, and the 2000 Chevrolet Silverado. Mariah shall be responsible for all payment obligations for these vehicles.
- c. The parties acknowledge that the camping trailer has been sold.
- d. Each party shall remove the other from title and refinance any vehicle awarded to them in which the other party is named within thirty (30) days of entry of the Decree herein.
- e. Beginning thirty (30) days following entry of the Decree, each party shall maintain and pay for their own automobile insurance policy.
- f. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

11. Debts. During the marriage, Mariah and Mats 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:

- a. Each party shall be responsible for any debts in his/her own name and not in the name of the other party.
- b. Neither party will incur any additional liability on joint debts or debts in the name of the other party in which that party has access.
- c. 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.
- d. 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.
- e. Except as otherwise described herein, each party shall be responsible for any debts in his/her own name.
- f. 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 certain retirement accounts. Those accounts shall be divided between the parties as follows:

- a. Mats shall be awarded any retirement accounts in his name.
- b. Mariah shall be awarded any 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. Any remaining joint accounts shall be closed.
- b. Mats shall be awarded any accounts in his name.
- c. Mariah shall be awarded any accounts in her name.

14. Taxes. Beginning in tax year 2025, each party shall file their own separate tax returns. Mariah shall claim the mortgage interest deduction. Each shall be awarded any refund from their returns and each shall be solely responsible for payment of any tax shortfall based upon those returns.

15. 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.

16. Name Change. If she so chooses, Mariah shall be entitled to legally change her name to MARIAH MARIE OUSTAD.

17. Cooperation. Mariah and Mats 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.

18. Attorney Fees. Both parties shall pay their own attorney's fees in this matter.

19. 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 the agreement. The parties have the right to advice of legal counsel of his or her own choice before signing the agreement and have received such advice or hereby waive that right.

20. 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.

21. Miscellaneous Provisions. The Stipulation of the parties is effective on the date signed by all parties. The 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.

JUDGMENT IS ENTERED ACCORDINGLY HEREIN.

TO: James McGarvey
jmcgarvey@lawofficeofjpm.com

APPROVED AS TO FORM

/s/ James McGarvey
James McGarvey
Attorney for Respondent

RULE 7 NOTICE

You will please take notice that the undersigned attorney for Petitioner has submitted the above and foregoing Findings of Fact and Conclusions of Law to the Court, for signature. Pursuant to Rule 7 (j)(4) of the Utah Rules of Civil Procedure, any objection to the form of the Order should be filed with the Court, within seven days after service upon you of this notice.

DATED this 31st day of March 2026

/s/Alex Scherf
ALEX SCHERF
Attorney for Petitioner