The Order of the Court is stated below:
Dated: November 05, 2026 04:27:28 PM **/s/** LAURA SCOTT
District Court Judge

Cassie J. Medura (8290)

MEDURA & MAXWELL FAMILY LAW, LLC
68 South Main Street, 5th Floor
Salt Lake City, Utah 84101
Telephone: 801-883-8325
cassie@meduramaxwell.com
Attorney for Respondent Ayako Yamaguchi

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

In the matter of the marriage of: **DALE MATTHEW WACHOWIAK,** **Petitioner,** **and** **AYAKO YAMAGUCHI,** **Respondent.**	**DECREE OF DIVORCE** **Case No. 264903152** **Judge: Laura Scott** **Commissioner: Joanna Sagers**

This matter having come before the Honorable Laura Scott, Petitioner Dale Matthew Wachowiak ("Matt") and Respondent Ayako Yamaguchi ("Ayako") having executed a written Amended Stipulation for Entry of Decree of Divorce ("Stipulation"), that was filed on November 4, 2026, the Stipulation of the parties having been submitted and approved, the Court having reviewed the records and files herein and being fully advised in the premises, and good cause appearing therefore, the Court having made and entered herein its written Findings of Fact and Conclusions of Law, and upon motion of the parties, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **DISSOLUTION OF MARRIAGE**: Each of the parties are awarded a Decree of Divorce from the other upon the grounds of irreconcilable differences, and the marriage between Matt and Ayako is hereby dissolved, and the parties are hereby freed and absolutely released from

the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

2. **JURISDICTION**: The parties are bona fide residents of Salt Lake County, State of Utah, and have been for at least three months immediately prior to the filing of this action.

3. **MARRIAGE STATISTICS**: The Parties were married on September 11, 2001, and are presently married.

4. **GROUNDS**: Pursuant to Utah Code § 81-4-405, a Decree of Divorce shall be issued upon the grounds of irreconcilable differences.

5. **REAL PROPERTY**: During the marriage, the parties acquired real property located at 720 Richland Dr., Salt Lake City, UT 84103, ("Marital Home"), which is awarded to Ayako, free and clear of any claim by Matt and subject to the mortgage and all financial obligations associated with the Marital Home, and subject to the following.

6. Ayako shall pay to Matt the sum of $315,000 as a global settlement payout including his equity in the home, in addition to the other asset distributions as set forth herein. Ayako will pay the first ⅓ of that amount (or $100,000) no later than December 31, 2026. Ayako will pay the second ⅓ of that amount ($105,000) no later than January 31, 2027. Ayako will make the final ⅓ of that amount ($110,000) no later than January 31, 2028.

7. Ayako shall refinance, assume or otherwise remove Matt from the mortgage on the Marital Home within 180 days of the date of entry of the Decree of Divorce. Matt shall execute a quit-claim deed to remove his name from the title of the home within seven (7) days of Ayako completing all payments outlined above.

8. **PERSONAL PROPERTY**: Each party is awarded the personal property now in his or her possession, except Matt is awarded the pool table and his agreed upon personal items

remaining in the home. The parties shall coordinate a mutually agreeable time for Matt to retrieve his items no later than October 31, 2026.

9. Matt will be awarded the 2020 Honda CR-V, valued at approximately $23,000, with Ayako's marital equity included in the global settlement payout, described above.

10. Ayako will be awarded the 2020 Toyota Prius, valued at approximately $19,800, with Matt's marital equity included in the global settlement payout, described above.

11. Ayako will be awarded the piano, valued at approximately $15,000, with Matt's marital equity included in the global settlement payout as set forth herein.

12. Any personal property acquired prior to the marriage or after the date of separation should be awarded as separate property to the party who acquired it.

13. *Bank & Other Financial Accounts*—As part of the global settlement, Matt is awarded the monies from the following bank and financial accounts no later than October 31, 2026:

a. Canyon View Credit Union #442S01 in the amount of $4,494; Ayako will transfer this amount to Matt, but Ayako is awarded this account;

b. EverBank #3806 in the amount of $2,798; Ayako will transfer this amount to Matt, but Ayako is awarded this account;

c. EverBank #4165 in the approximate amount of $13,330; the parties will cooperate to remove Ayako's name from this account;

d. EverBank #0846 in the approximate amount of $913; the parties will cooperate to remove Ayako's name from this account;

e. EverBank #8920 in the approximate amount of $313; the parties will cooperate to remove Ayako's name from this account;

f. Vanguard #9743 in the approximate amount of $121,164;

g. Matt's E-Trade #3-205 in the approximate amount of $141,950;

h. Matt's Vanguard #8242 in the approximate amount of $80,644; and

i. Matt's Venmo account in the approximate amount of $600;

14. *Retirement Accounts*—The parties shall each keep their own retirement accounts as follows:

a. Ayako shall be awarded:

i. Ayako's Vanguard #1616 in the amount of approximately $109,247;

ii. Ayako's TIAA account in the amount of approximately $1,652,995;

b. Matt shall be awarded:

i. Matt's E-Trade #9-203 in the amount of approximately $40,577;

ii. Matt's Fidelity in the amount of approximately $144,578;

iii. Matt's TIAA account in the amount of approximately $1,964,197;

15. *Animals*—The dogs and cat shall be awarded to Ayako. Matt may visit the animals at mutually agreed upon times.

16. *Health Insurance*—Ayako shall maintain health insurance for their son Alex until he reaches the age of 26. Matt shall maintain health insurance for their daughter Ana beginning in October 2026 until she reaches the age of 26.

17. *Automobile Insurance*—Ayako shall maintain automobile insurance for their son Alex for as long as he is eligible to remain on her policy. Matt shall maintain automobile insurance for their daughter Ana beginning in October 2026 for as long as she is eligible to remain on his policy.

18. *Phone Plan*—The family phone plan shall be split no later than October 31, 2026, with Matt maintaining their daughter Ana on his phone plan and Ayako maintaining their son Alex on her phone plan.

19. *Children's 529 Education Accounts*—The parties shall continue being co-owners of their children's 529 accounts, and that the funds from those accounts will only be used for the respective child's education or other approved uses as outlined in the fund guidelines.

20. *Rainy Day Fund*—The parties shall set up a rainy day fund for their adult children to be used for emergencies, medical treatment, travel, or other unexpected expenses. This fund shall be capped at $10,000, with Matt contributing $500 a month and Ayako contributing $400 a month until the cap is reached. When the account drops below $10,000, the parties shall continue contributing to it in their respective monthly amounts until the account is replenished. Use of the funds shall be mutually agreed upon between the parties.

21. **DEBTS:** The Parties should each be responsible for any debts incurred individually, in secret, or since the date of separation in the party's own name.

22. The parties have no marital debts to divide.

23. Ayako should indemnify and hold Matt harmless on all debts and obligations Ayako is ordered to pay, and Matt should indemnify and hold Ayako harmless on all debts and obligations Matt is ordered to pay.

24. Both Parties should notify any relevant creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

25. Pursuant to U.C.A. §§ 15-4-6.5, 81-3-105 and 81-4-501, the Parties should provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

26. **TAXES**: The parties shall file their 2026 taxes separately.

27. **ALIMONY**: Pursuant to Utah Code Ann. §§ 81-4-501 through 505, and Utah case law, and based on other factors and considerations, Ayako's alimony claim is contemplated in the

global settlement, described above. As such, neither party should be awarded alimony and any future claim for alimony is forever waived.

28. **ATTORNEYS' FEES**: Each Party shall pay their own attorney fees and costs.

29. **MUTUAL RESTRAINTS**: The Parties are mutually restrained from entering the residence of the other Party without permission from that Party.

30. The Parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the final order in this action. Shall a Party fail to execute a document of the final order, the other Party shall be permitted to bring a URCP Rule 70 Motion or Motion to Enforce at the expense of the disobedient Party and seek 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 shall have the same effect as if executed by the disobedient Party.

31. If a party does not timely make any payment as set forth herein, judgment shall enter against the party that fails to timely make payment, subject to legitimate defenses, and the party that obtains the Judgment may execute on it as allowed by law. In addition, if a payment is not timely made as set forth herein, either party may record a notice of marital interest against the real property and/or businesses owned by the other and execute on any judgment for unpaid amounts against the real property and/or businesses of the other.

32. Prior to filing any non-emergency relief in the Court, the parties shall make a good- faith effort to seek to resolve their dispute(s) through mediation with a mutually agreed upon mediator. If the parties cannot agree on a mediator, Petitioner shall have the final say in picking the mediator. Each Party shall pay one-half of the fees for mediation. Each Party shall be responsible for his or her own attorney fees and costs relating to said mediation. If the parties cannot successfully resolve their disputes at mediation and the Court finds that either party has

used or frustrated the mediation process without good reason, the Court may award reasonable attorney's fees, mediator's fees and financial sanctions to the prevailing party. The District Court retains the right of review from the dispute resolution process.

IT IS SO ORDERED.
---END OF ORDER---
---EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING---

RULE 7 NOTICE TO RESPONDENT

You are hereby notified that pursuant to Rule 7(j)(4) that you have 7 days from the date of service of this proposed Order, November 4, 2026 to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

APPROVED AS TO FORM on November 4, 2026:

/s/ Matthew Bell
Matthew Bell
Attorney for Petitioner
Electronically signed w/ permission

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of November 2026, I caused to be served a true and correct copy of the foregoing DECREE OF DIVORCE via email service on the following:

Matthew Bell
Attorney for Respondent

/s/ Cassie J. Medura
Cassie J. Medura
Attorney for Petitioner