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

In the Matter of the Marriage of: RYAN SCOTT WOOTTON, <i>Petitioner,</i> and RACHELLE WOOTTON, <i>Respondent.</i>	DECREE OF DIVORCE Case No: 244100169 Judge: Denise M. Porter Commissioner: Marian Ito
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This matter came before Judge Denise Porter for trial on July 2, 2026. Respondent, Rachelle Wootton, was present and represented by counsel Jared Erekson. The Court, having reviewed the pleadings and documents filed with the Court, and having entered its Findings of Fact and Conclusions of Law, for good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Petitioner, Ryan Wootton, failed to appear for trial after proper notification

2. Petitioner has displayed a habit of stalling and delay during the divorce process, ignoring the Court's clear directions and his obligations. Petitioner failed to provide any initial disclosures despite repeatedly receiving orders to do so by Commissioner Ito at the case management conference and subsequent pretrial conference. Petitioner was ordered to cooperate with drafting proposed findings for trial by Judge Porter and failed to do so. He was given additional time and ordered to draft his own proposed findings for trial and again failed to do so. Petitioner failed to appear at the pretrial conference on April 13, 2026, and later received a continuance and extension. Petitioner then failed to provide any pretrial disclosures by the stated deadlines. Petitioner was previously represented by counsel and received the self-representation colloquy from Judge Porter. Petitioner has previously been granted multiple extensions and additional time to comply, but has not done so. Petitioner was fully aware of his duties, obligations, and responsibilities in the case but voluntarily chose not to comply. Given the consistent poor behavior, refusals to comply with Court orders, stall tactics, and delays, the Court finds reason to believe that Petitioner has voluntarily absented himself despite the Court's repeated attempts to accommodate and enable the Petitioner to fully participate. The Petitioner has no good cause, or reasonable or acceptable excuse for his behavior.

3. The trial was scheduled to start at 8:30am on July 2, 2026. Respondent and counsel appeared as directed. The Petitioner fully knew of the trial and called the court clerk at approximately 8:15am and alleged that he was sick. After discussing with the Judge, the court clerk instructed Petitioner to still come to the courthouse.

4. The Petitioner's residence is in Highland, Utah, and the Judge took judicial notice of the fact that it takes approximately 25 minutes to drive from Highland, Utah to the courthouse in Provo, as the Judge resides in the same area. The Court delayed calling the case to give the Petitioner more than adequate time to arrive.

5. The case was called just prior to 9:00am. The Court later noted on the record that at 9:17am, Ryan had still failed to arrive. The Court finds that the Petitioner has voluntarily absented himself from the trial and these proceedings. The Petitioner has no good cause, and no reasonable or acceptable excuse for his behavior.

6. Upon motion from counsel for Respondent and after waiting an appropriate amount of time, the Court entered the Petitioner's default. The Petitioner's pleadings were stricken.

7. Ryan has acted in bad faith throughout these divorce proceedings and failed to provide even basic initial disclosures during this divorce case.

8. As the petitioner in this matter, Ryan was fully aware of the disclosure requirements. The docket includes a notice of disclosure requirements which Ryan filled out, signed, and delivered to Rachelle. This notice identified all of the requirements for documents, income verification, financial declaration, bank statements, and similar. The notice also included a warning that, "If you do not disclose all assets and income in the financial declaration and attachments, you may be subject to sanctions. (Utah Rule of Civil Procedure 37). Sanctions may include awarding assets to the other party, requiring you to pay the other party's attorney fees, or

other sanctions decided by the court.” Ryan signed this document on June 5, 2024. *See* docket entry 0.

9. The Court found that Ryan willfully and knowingly refused to provide a financial declaration or initial disclosures of any kind during the case.

10. In contrast, Rachelle provided initial disclosures, a financial declaration, supporting documents, and identified witnesses.

11. As a penalty and sanction for his conduct, Ryan was barred from calling witnesses or producing evidence in his case-in-chief. Consistent with his default, his pleadings were also stricken.

12. After Ryan’s failure to provide the information necessary for other determinations, the Court found that awarding the known property to Rachelle was an equitable remedy.

13. In addition, as the sanctions described in the notices signed by Ryan stated, Sanctions may include awarding assets to the other party, requiring you to pay the other party’s attorney fees, or other sanctions decided by the court. All known property is also awarded to Rachelle as a sanction for Ryan’s conduct.

14. The Court deems all issues to be established in accordance with Rachelle’s claims and defenses.

15. Consistent with Utah Rule of Civil Procedure 55(b)(2), the Court held a hearing after entering the Petitioner’s default to enable it to enter judgment and carry the judgment into effect.

16. Respondent, Rachelle, was sworn in and provided testimony. Rachelle has endured years of cruel treatment, harassment, threats of violence, and abuse from Ryan. Ryan previously made credible threats of violence, bodily injury, and death against Rachelle related to the parties' divorce. Ryan threatened that if she tried to get anything from him in a divorce that her body would not be found. On another occasion, Ryan pointed to a loaded firearm and threatened to use it against Rachelle in conjunction with the divorce.

17. The Court found Rachelle's testimony to be credible.

18. **Protective Order:** Consistent with *U.C.A.* § 78B-7-603, the Court finds that domestic violence or abuse has occurred, and that there is a substantial likelihood domestic violence or abuse will occur. The Court grants an ex parte cohabitant abuse protective order protecting Rachelle from Ryan. Rachelle is directed to submit a formal request for a protective order, but the ex parte order is granted.

19. **Residency:** Both Petitioner and Respondent have been actual and bona fide residents of Utah County, State of Utah, for at least three (3) months immediately prior to the filing of this action. The Court has jurisdiction over the parties and this divorce action.

20. **Grounds:** The parties have experienced irreconcilable differences in the marriage, rendering the continuation of the marriage impossible. Therefore, a divorce is granted, pursuant to *U.C.A.* § 81-4-405(1)(h).

21. There are no minor children at issue and none are expected.

22. The parties attended a mediation and reached a partial stipulation on May 9, 2025. The terms of this partial stipulation are incorporated into this agreement as stated herein. See docket entry 22.

23. **Spousal Support:** Rachelle is in need of monthly spousal support, and Ryan has the ability to pay.

24. Consistent with *U.C.A.* § 81-4-502(1). The Court properly reviews the alimony factors and considerations.

25. The Court reviews the standard of living existing during the marriage, which factors shall include the following: (i) income; (ii) the approximate value of real and personal property; and (iii) any other factor that the court determines to be appropriate to enable the court to make a determination of the standard of living existing during the marriage.

26. The Court reviews the financial condition and needs of Rachelle, provided that the payee may show financial needs by itemizing expenses present during the marriage rather than by itemizing post-petition expenses.

27. The Court reviews Rachelle's earning capacity or ability to produce income.

28. Rachelle provided a credible financial declaration, supporting documents, and testimony to the Court sufficient to establish the standard of living during the marriage. These were properly served on Ryan through his former attorney.

29. The Court notes that Ryan failed to provide initial disclosures or a financial declaration.

30. The Court found the marital standard of living to be \$8,548 each month, and that

Rachelle's projected current expenses are \$5,559. The Court finds these to be reasonable.

31. The Court found that Rachelle has limited income and limited present ability to earn income. Rachelle has been mostly dependent on the generosity of family and friends during this divorce process.

32. Rachelle has been diagnosed with complex post-traumatic stress disorder (CPTSD), ADHD, and extreme anxiety. Rachelle has made her best efforts to find employment.

33. The Court considered the ability of the payor to provide support.

34. Ryan has the ability to pay alimony. Ryan was previously employed and earned an average of approximately \$9,000 per month during his applicable earning years with additional benefits.

35. The Court considered the length of the marriage.

36. The parties married on May 28, 2000. At the time of drafting, this marriage has lasted for 26 years. This is a marriage of long duration.

37. In addition, consistent with *U.C.A.* § 81-4-502(7)(c), there are extenuating circumstances here that justify the payment of alimony for a period of time longer than the length of the marriage.

38. The remaining factors listed in *U.C.A.* § 81-4-502(1) are considered but inapplicable to this marriage.

39. Ryan would be ordered to pay monthly spousal support to Rachelle for a period of 30 years in the amount of \$5,559.

40. This amounts to a total of at least \$2,001,240 in potential owed support.

41. Spousal support payments would begin immediately and would continue until it is established that Rachelle is cohabitating, remarries, or dies, whichever occurs earlier.

42. In lieu of this support obligation, as an equitable remedy, and as a sanction for Ryan's failures to adequately disclose the assets and property interests in the divorce, Rachelle is awarded sole possession and ownership of the marital home, retirement accounts, other accounts, and assets.

43. **Dissipation of Assets:** Parties must not dissipate assets during divorce proceedings. This was made clear in the domestic relations injunction previously filed in this case. The partial stipulation, executed by the Petitioner and Respondent, also compelled the Petitioner to keep the mortgage and property taxes current for the marital home, and to maintain the current condition of the home and property. If Petitioner has wasted, damaged, failed to maintain, or destroyed any assets, he is solely responsible for the loss, and must reimburse Respondent for the loss in value within 14 days of notification. Notification may be accomplished by email upon the Petitioner, at ryanwootton4@gmail.com.

44. **Accounts and Assets:** Since Ryan failed to provide disclosures or a financial declaration, there is limited information to use to determine the value of the marital estate or what accounts exist.

45. Ryan's sole disclosure of accounts was in his original petition for divorce which listed the following and requested that all four be given to Ryan only:

a. Wells Fargo, acct ending 2820, balance of \$1,000

b. Zions Bank, acct ending 1234, balance \$200

c. Wells Fargo stocks, acct ending 0599, balance \$200,000.

d. Cash, \$500.

46. Rachelle disclosed an Alpine Credit Union account with \$25.

47. The Court found that Ryan lacks credibility and is disturbed by the clear attempts by Ryan to thwart Rachelle's attempts at achieving an equitable distribution.

48. Rachelle is awarded each account. Ryan must cooperate to transfer account to Rachelle within 30 days. As stated in the dissipation section, if Petitioner has wasted, damaged, or destroyed any assets, he is solely responsible for the loss, and must reimburse Respondent for the loss in value.

49. **Retirement Accounts:** Ryan has a retirement account which was not properly disclosed during the divorce proceeding. Ryan's petition for divorce, paragraph 16, provided no identifying information regarding the property and fraudulently listed the value at \$0.00.

50. Paragraph 5 of Partial Stipulation stated, "Dissipation of Assets. Neither party shall dissipate marital assets between now and the return to mediation. Today's value of Petitioner's 401k is \$208,317.34." Ryan signed this partial stipulation.

51. The Court is disturbed by Ryan's claim that the retirement account was worth \$0 and found that Petitioner again lacks credibility.

52. The Court also found that Ryan willfully failed to submit initial disclosures or a financial declaration with the required documentation of retirements and is concerned that there may be additional retirement accounts that Ryan has hidden from the Court.

53. Rachelle is awarded this retirement account in its entirety. Ryan is ordered to complete and pay for a qualified domestic relations order to transfer the entire account into Rachelle's name. This must be completed within 30 days of the entry of the Decree of Divorce.

54. Consistent with Utah Rule of Civil Procedure 70, Judgment for specific acts; vesting title, Ryan has been directed to perform a specific act in signing the documents within a specific time. If Ryan fails to do so, the Court directs the act to be done at the cost of the disobedient party, Ryan, by some other person appointed by the court and the act when so done has like effect as if done by the party. If this occurs, Respondent may obtain a QDRO for the person appointed by the Court to sign. The Court will hold a hearing to complete this upon Respondent's request.

55. On application of the party entitled to performance and upon order of the court, the clerk shall issue a writ of attachment or sequestration against the property of the disobedient party to compel obedience to the judgment. The court may also in proper cases adjudge the party in contempt. If real or personal property is within the state, the court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the clerk.

56. As stated in the dissipation section above, if Ryan has wasted, damaged, or destroyed any assets, he is solely responsible for the loss, and must reimburse Rachelle for the loss in value.

57. **Personal Property:** The parties acquired various vehicles and items of personal property during the course of the marriage.

58. Rachelle was barred from collecting property from the marital home for an extended period of time and was therefore unable to make a comprehensive appraisal of the property on the residence.

59. Rachelle is awarded her all of her personal belongings, including her clothes, jewelry, and personal items.

60. Rachelle is awarded the right to seek review if she determines that property has been sold or removed since she was last permitted to enter the home.

61. Rachelle is awarded:

a. 2003 GMC Sierra

b. 2007 Chevrolet Tahoe

c. 1992 Kawasaki 750SX

d. 1987 Jeep Wrangler. This item is Rachelle's premarital asset owned outright prior to the marriage.

e. 1996 Yamaha Superjet. This item is Rachelle's premarital asset owned outright prior to the marriage.

62. Rachelle is awarded the remaining property and items located on the marital property, 5575 W 10600 N, Highland, UT 84003.

63. **Real Property:** The parties own a marital home located at 5575 W 10600 N, Highland, UT 84003. The property was acquired in 2003, during the marriage.

64. Rachelle is awarded the marital home and property in its entirety. Ryan has no further right to the marital home. Ryan and anyone else living with him must immediately vacate the house. As the lawful owner, Rachelle may pursue formal eviction.

65. Ryan has acted in bad faith to deny Rachelle meaningful access to the marital home, forcing her to depend on friends and other family members for shelter during the divorce process. Ryan also failed to disclose the home in initial disclosures or a financial declaration. The only reference to the home was in his petition for divorce which asked for a remarkably unfair division of the home.

66. Ryan must quit-claim any interest in the property to Rachelle. Ryan must deliver all deeds and documents related to the house and mortgage to Rachelle immediately. The property will be listed for sale as-is and sold as soon as practicable. Both parties must cooperate with the sale to ensure it happens quickly. Ryan must cooperate in signing and document required to implement this transfer immediately.

67. Ryan must continue paying the mortgage and taxes until he quit claims his interest. Ryan must immediately grant Rachelle full access to the mortgage and related utilities, bills, etc.

68. Consistent with Utah Rule of Civil Procedure 70, Judgment for specific acts; vesting title, Ryan has been directed to execute a conveyance of land and to deliver deeds and other documents immediately. If Ryan fails to do so, the Court directs the act to be done at the cost of the disobedient party, Ryan, by some other person appointed by the court and the act

when so done has like effect as if done by the party. The Court will hold a hearing to complete this upon Respondent's request.

69. On application of the party entitled to performance and upon order of the court, the clerk shall issue a writ of attachment or sequestration against the property of the disobedient party to compel obedience to the judgment. The court may also in proper cases adjudge the party in contempt. If real or personal property is within the state, the court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the clerk.

70. The proceeds of the sale will be divided as follows;

- a. First, to pay the costs of the sale.
- b. Second, to retire the home mortgage.
- c. Third, Rachelle should be awarded the entire proceeds from the sale.

71. In paragraph 2 of the Partial Stipulation, Ryan agreed to maintain the current condition of the home and property.

72. The value of this property was \$865,000 as of June 9, 2025, based on an appraisal completed by Kelton Kleinman. The Court finds this to be credible.

73. If the sale price is less than the appraised value of \$865,000, Ryan is responsible for failing to maintain the condition of the home and for the loss in value. Ryan must pay the difference between the sale price and appraisal. This amount must be paid to Rachelle within 45

days of closing.

74. **Business Interests:** No business interests were disclosed by either party.

75. **Debts:** Ryan is awarded the following debts and ordered to pay:

a. Discover card.

b. Visa Chase.

c. Bank of America Boat Loan.

76. Any debts or obligation arising prior to the marriage remain the responsibility of the party who incurred the debt or obligation. Each party is awarded debts in their own names.

77. There is a tax issue for multiple years where Ryan failed to properly file taxes. Rachelle completed the paperwork to finalize these taxes, but Ryan has refused to sign. Ryan is ordered to cooperate and sign the tax documents within fourteen days. Rachelle will file the tax documentation to allow this issue to be resolved.

78. Consistent with Utah Rule of Civil Procedure 70, Judgment for specific acts; vesting title, Ryan has been directed to perform a specific act in signing the documents within a specific time. If Ryan fails to do so, the Court directs the act to be done at the cost of the disobedient party, Ryan, by some other person appointed by the court and the act when so done has like effect as if done by the party. The Court will hold a hearing to complete this upon Respondent's request.

79. On application of the party entitled to performance and upon order of the court, the clerk shall issue a writ of attachment or sequestration against the property of the disobedient

party to compel obedience to the judgment. The court may also in proper cases adjudge the party in contempt. If real or personal property is within the state, the court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the clerk.

80. Both parties are required to indemnify and hold the other party harmless from any loss or liability related to any debt for which they are responsible for under the final Decree of Divorce.

81. **Name Change:** Rachelle should be entitled to return to the use of her former name, should she so desire.

82. **Attorney Fees:** Rachelle is in need of assistance to prosecute her claims and defenses and Ryan has the ability to pay. Consistent with the penalties and outlines in the warnings issues by the Court, Ryan is ordered to pay all Rachelle's attorney fees and costs related to this divorce. Rachelle is directed to produce an affidavit of attorney fees within 14 days for the Court to review and approve.

83. If Rachelle is compelled to return to court to resolve issues related to Ryan's dissipation of assets or other enforcement, Ryan will be solely responsible for all Rachelle's reasonable attorney fees and costs incurred.

84. The Court states on the record that it is willing to hold Ryan in contempt and include sanctions such as jail time to ensure that Ryan follows through on these orders.

85. **Restraints:** Each party is permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other at any time or in any place.

86. The parties are permanently restrained from defaming, slandering, or making false public statements about the character or reputation of the other party.

87. The parties must keep their communication civil and respectful at all times.

88. Both parties are restrained from using the likeness, identity, or information of the other to access or create accounts.

89. Each party is ordered to execute and deliver to the other such documents as are required to implement all the provision of the decree of divorce entered in this case by the Court. Should a party fail to execute a document within 60 days of entry of a divorce decree, the other party may bring a 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.

90. Each party is ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to *U.C.A.* §15-4-6.5 and to effectuate compliance with these statutes.

91. **Follow Up Hearings:** The Court notes that in most cases, additional hearings are disfavored in a divorce. However, Petitioner's conduct has been so egregious that it is likely there are unknown assets, property, and accounts. If Rachelle discovers additional items, she may request a hearing to bring these new items before the Court for a supplemental hearing on the division of these items. The Court also reiterates its willingness to pursue contempt and other

similar enforcement remedies to ensure the Petitioner fully complies with the Court's orders.'

92. Counsel for Respondent is directed to prepare a proposed decree of divorce based on these findings and submit it to the Court. Since the Petitioner is already in default, he does not need to be served with the proposed findings or decree.

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