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Attorney for Clark Ruttinger

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

In the Matter of Marriage of:

MELISSA SUE COY,

Petitioner,

and

CLARK ELLIS RUTTINGER,

Respondent.

DECREE OF DIVORCE

Case No. 264902685 DA

JUDGE DIANNA GIBSON
COMMISSIONER KIM LUHN

Discovery Tier 4

The Court, having entered its *Findings of Fact and Conclusions of Law*, now hereby
ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE

1. The parties are hereby awarded a *Decree of Divorce*, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry of this *Decree of Divorce*.

PROPERTY DIVISION

2. Motor Vehicles and Trailer. Melissa is hereby awarded the 2021 Hyundai Tucson, 1984 Honda Aero NH125, 2022 Genuine Buddy Scooter, and 1978 Trillium Trailer free and clear

of any interest by Clark. Clark is hereby awarded the 2020 Toyota Tacoma, 1968 Vespa SS180, 1973 Vespa 50 Special, 1979 Vespa P200e, 1981 P200e body (premarital), and 1968 Allstate (premarital) free and clear of any interest of Melissa. The parties shall be solely responsible for any debts and liabilities associated with the vehicles he or she is being awarded and should hold the other party harmless and indemnify the other party with regard to any such debts or liabilities.

3. Personal Property. The parties' other items of personal property shall be divided as the parties have presently divided it with the exception of the following:

- a. Any items of personal property Melissa compiled of Clark's things and placed into his office at the Marital Residence are hereby awarded to Clark,
- b. The dog named Ginger is hereby awarded to Clark,
- c. The cat named Buster is hereby awarded to Clark,
- d. Various woodworking items are hereby awarded to Clark, and
- e. Various tools are hereby awarded to Clark.

4. Real Property. The parties have the following jointly owned real property located at 4028 South 1400 East, Salt Lake City, Utah 84124 with a legal description of LOT 217, MC GHAN SUB #2 4879-0752 9949-2155 9949-2158 10204-1926 10204-1929 10371-6429._

5. Marital Home to be Sold. The Marital Home shall be listed for sale by a qualified real estate professional of Melissa's choosing within thirty (30) days of August 13, 2026. Melissa shall inform Clark of the listing price of the Marital Home suggested by the real estate professional. If either party disputes the listing price, then the parties shall solicit suggested sales prices from three (3) licensed real estate professionals, and the average of those three suggested

sales prices shall be used. Melissa shall be responsible for working with the real estate professional to ensure that the Marital Home is timely sold.

6. If the Marital Home Does Not Sell Quickly. If the Marital Home does not sell within forty-five (45) days from the date it was first listed, then the price shall be adjusted based on the agreement of the parties or by soliciting three (3) new suggested sales prices from licensed real estate professionals and using the lowest of those suggested sales prices.

7. Proceeds from Marital Home. The proceeds from the sale of the Marital Home shall first be applied to paying off the necessary costs related to selling the home, then toward extinguishing the mortgage on the Marital Home. The HELOC on the marital home has already been paid down to \$0. As part of the overall equitable division of the marital estate, Melissa shall receive the first \$6,190.97 from the net proceeds of the sale of the Marital Home with the remainder of the net proceeds being split equally between the parties.

8. Possession of the Marital Home Pending Sale. Melissa shall be entitled to exclusive possession and control of the marital home pending its sale. Melissa shall keep the Marital Home in a state such that it can be timely sold. The parties shall arrange a time within 14 days of August 13, 2026 for Clark to retrieve the remainder of his personal items from the Marital Home, including the personal property awarded to him above. The parties shall be equally responsible for the monthly mortgage payments pending the sale of the Marital Home.

9. Retirement Accounts. Melissa shall be awarded her URS 401(k) free and clear of any claim from Clark. Clark's ADP 401(k) and the marital portion of his University of Utah 401(a) shall be equally split between the parties with the value set for that split being as of August 13, 2026. Melissa's URS pension plan shall be divided pursuant to the *Woodward*

Formula. The parties shall equally split the cost of dividing the University of Utah 401(a), ADP 401(k), and Melissa's URS pension plan, and the parties should engage an attorney to effectuate that division within 30 days of entry of the *Decree of Divorce*.

10. Financial Accounts. The parties do not have any joint accounts. All financial accounts not otherwise awarded herein shall be awarded to the party whose name appears on the account free and clear of any interest from the other party. If any joint accounts are discovered, then they shall be equally split, and either closed or the other party removed from the accounts such that the accounts are solely owned by one party. A party who retains such an account by removing the other party shall indemnify and hold the other party harmless from any liability associated with any account that they retain.

MARITAL DEBTS AND OBLIGATIONS

11. Debts and Obligations. The parties are not aware of any joint debts or obligations other than the mortgage. Each party shall be solely responsible for any debts in their own name. Neither party shall incur any other debts, obligations, or liabilities on the other party's credit or do anything for which the other party may be legally liable. If it is discovered that either party incurred any debts, obligations, or liabilities in the other parties' name, then the party who incurred the debt, obligation, or liability shall immediately payoff any such debt, obligation, or liability. Each party should indemnify and hold harmless the other party from any loss and/or liability for the debts assigned herein, and their associated obligations which may exist or come into existence in violation of the foregoing. Pursuant to UTAH CODE § 15-4-6.5, each party shall provide a copy of the parties' final *Decree of Divorce* to all creditors of the parties existing at the time of the entry.

ALIMONY

12. Alimony. Neither party is awarded alimony from the other now or in the future.

COOPERATION

13. Cooperation. The parties shall cooperate with one another, through counsel or otherwise, to effectuate the transfer of property, division of debts, and implantation of all terms of this *Decree of Divorce*.

14. Each party shall execute and deliver any documents reasonably necessary to implement the provisions of this *Decree of Divorce*.

RESTRAINING ORDERS

15. General Restraints. Neither party shall bother, harass, or threaten the other.

16. Disparagement. Neither party shall disparage or otherwise speak ill of the other party in any public forum.

17. Likeness. Neither party shall use the other party's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.

MISCELLANEOUS PROVISIONS

18. Execution of Deeds. Each party shall execute such deeds, contracts, agreements, or other conveyances as may be necessary to carry out the terms of this *Decree of Divorce*, within sixty (60) days of entry. Should a party fail to comply within sixty (60) days of entry, the other party may bring an order to show cause at the expense of the disobedient party and seek that the court appoint some other person to execute the document, pursuant to Utah Rule of Civil

Procedure 70. Any document executed pursuant to Rule 70 will have the same effect as if executed by the disobedient party.

19. Dispute Resolution. Prior to filing a petition to change or otherwise modify any provision of the final *Decree of Divorce* entered hereafter, the parties shall be required to attempt to resolve the issue through mediation.

20. Attorney Fees. Each party is hereby ordered to assume his or her own legal fees incurred in this action.

21. Default. In the event that either party defaults in his or her obligations ordered hereafter, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in the enforcement of the obligations created by the court's orders.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM BY:

/s/ Sean Conner*_____

SEAN CONNER

Attorney for Melissa Sue Coy

*Written authorization to affix electronic signature on file with e-filer.

CERTIFICATE OF SERVICE

I hereby certify that on September 8, 2026, I caused to be served a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following parties by the method indicated:

Sean Conner (UT-18891)
Thomas Burns (UT-08918)
Attorney for Petitioner
www.greenfiling.com

DATED September 15, 2026.

/s/ Matthew A. Bell
Matthew A. Bell