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

In the Matter of the Marriage of	(PROPOSED) DECREE OF DIVORCE
Malynda Jean Summers	Case No. 254403629
and	Judge Kraig Powell
Neil Andrew Summers	Commissioner Marian Ito

Before this court is the *Petition for Divorce* filed by Malynda Summers. The parties engaged in mediation on April 3, 2026, and came to the resolution of all matters as set forth in the *Stipulation* filed with this Court. The Court, having reviewed the *Stipulation* and having previously entered its Findings of Fact and Conclusions of Law, hereby ORDERS as follows:

The parties are

- 1. Divorce.** Malynda Summers is hereby granted a Decree of Divorce from Neil Summers, and the marriage between the parties is hereby dissolved.
- 2. Residency.** The parties were residents of Utah County, Utah on the date this case was filed and were residents for at least 90 days immediately before filing this case.
- 3. Marriage.** The parties were married on October 26, 1991.
- 4. Separation.** The parties separated in December 2025.

5. **Grounds.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible.

CHILDREN

6. **Minor Children.** The parties do not have minor children.

TAXES

7. **Tax Return.** The parties have filed a joint 2025 tax return and have equally divided the refund. Beginning with the 2026 tax year, the parties shall file their own separate tax returns. Each party is individually awarded any refund that may be obtained from filing his/her own personal tax return and/or is solely responsible for any tax liability that may be incurred.

MEDICAL/AUTO INSURANCE

8. The parties should be responsible for their own medical and auto insurance upon entry of the Decree of Divorce herein, if they have not already done so.

ALIMONY

9. Neil shall pay Malynda \$500.00 each month in alimony for five (5) years beginning May 2026. Alimony will cease upon the expiration of the stated time period, Malynda's remarriage, Malynda's cohabitation as defined by law, or if either party deceases, whichever occurs first.

ASSETS

10. **Real Property.** During the marriage, the parties acquired a home located at 1664 West 800 South, Lehi, Utah. The parties have previously sold the home and have divided the equity in the home. No further orders related to the home are necessary.

11. **Vehicles.** The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2014 Ford Expedition	Malynda
2021 Kia Forte	Neil

a. The parties will cooperate in signing the title(s) on the vehicle(s) the other party is awarded within thirty (30) days if necessary.

b. Each party will be responsible for the debt, maintenance and insurance on the vehicle(s) he/she is awarded, holding the other harmless therefrom.

12. Personal Property. The parties acquired personal property during the marriage. Each party is awarded their items of personal property and effects and any item of personal property acquired after the parties separated. The parties have previously made an equitable division of all marital property. The party currently in possession of any item of marital property is awarded that property free and clear of the other.

13. Bank Accounts. Each party shall be exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party. The parties have already divided and closed all joint bank accounts.

14. Retirement Accounts. Each party acquired a retirement account in their own individual name during the marriage. Each party shall be awarded his/her own individual retirement account free and clear from any claim by the other party.

DEBTS

15. The parties acquired debts during the marriage. The marital debt has since been paid off and all joint debts have been closed. If either party has incurred a debt after the parties separated from one another, the party who incurred the debt will be solely responsible for the debt, holding the other party harmless therein.

MISCELLANEOUS

16. Mediation. With the exception of enforcement issues, the parties shall attend mediation concurrently with filing a Petition to Modify. Each party shall pay one-half of the mediation fees.

17. Deeds and Titles. Both parties should sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of the Stipulation.

18. Financial Claims. The Stipulation resolves all financial claims either party has against the other, including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums, extracurricular activities, and any other financial claims through the date of the signing of the Stipulation.

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

20. Former Name. Malynda is restored to her former name of “Tubbs,” should she so desire.

21. Attorney Fees and Costs. Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

22. Identity. 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.

The Court’s signature may appear at the top of the first page of this document.

DATED this 13th day of April 2026.

FOX LAW UTAH, PLLC

/s/ Andrew Fox

Andrew Fox

Attorney for Malynda Summers

Stipulated as to form:

/s/ John Larsen

John Larsen

Attorney for Neil Summers