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

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In the Matter of the Marriage of:

MARY FIELDING SUMMERHAYS,  
*Petitioner,*  
and  
JAMES TERRY SUMMERHAYS,  
*Respondent.*

**DECREE OF DIVORCE**

Civil No: 244402881

Judge: Sean Petersen

Commissioner: Marla Snow

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This matter came before the Court on Petitioner's Petition for Divorce in accordance with applicable Utah law. The Petitioner ("Mother") and Respondent ("Father") reached a settlement agreement which was signed by both parties on February 22, 2026. 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:**

**JURISDICTION AND GROUNDS**

1. **Residency:** Father has been an actual and bona fide resident of Utah County, State of Utah, for at least three (3) months immediately prior to the filing of this action.

2. **Marriage Information:** The parties were married on June 15, 1994, in Salt Lake City, Utah and have been husband and wife since that date.

3. **Grounds:** The parties have experienced irreconcilable differences in the marriage, rendering the continuation of the marriage impossible.

4. **Entry of Decree:** A Decree of Divorce will be entered dissolving the marriage of the parties based on irreconcilable differences. This Decree will become final upon signing by the Court.

#### **JURISDICTION OVER CHILDREN**

5. **Child:** The parties are the parents of six children, only one of whom is still a minor:

M.L.S., born June 2015

6. For the following reasons, the State of Utah has jurisdiction over the custody, support, and other issues related to the children in this action:

a. **Home State:** The child has resided in Utah County, State of Utah for more than six (6) months prior to the filing of this action and Utah is the home state of the child.

#### **CHILD CUSTODY**

7. **Legal Custody:** It is in the child's best interest that the parties be awarded joint legal custody, subject to the decision-making plan stated herein.

**8. Physical Custody:** Mother shall have sole physical custody of the minor child. Father shall have reasonable and meaningful parent-time as provided by Utah law. The parties are encouraged to exercise cooperation in scheduling additional parent-time by mutual agreement. In the event the parties are unable to agree, Father shall have the right, during the school year, to the minimum parent-time provided by Utah statute as follows:

**a.** Father should have one midweek parent-time visit each week, lasting at least three (3) hours, on a weekday evening, consistent with Utah Code 81-9-302(1)(a).

**b.** Father should have parent time every other weekend, consistent with U.C.A. 81-9-302(b), from Friday until Sunday at 7 pm.

**c.** Table illustrating Father's overnight parent-times schedule during the school year:

| Week | Monday | Tuesday | Wednesday | Thursday | Friday        | Saturday      | Sunday    |
|------|--------|---------|-----------|----------|---------------|---------------|-----------|
| 1    |        |         |           |          |               |               |           |
| 2    |        |         |           |          | Jim Overnight | Jim Overnight | Until 7pm |
| 3    |        |         |           |          |               |               |           |
| 4    |        |         |           |          | Jim Overnight | Jim Overnight | Until 7pm |

**9. Holidays Time:** Holidays time should be according to the following schedule:

| Holiday and Time  | Years Father is Granted Holiday | Years Mother is Granted Holiday |
|---|---------------------------------|---------------------------------|
| <b>Martin Luther King Jr. Holiday</b><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or | Every year                      | Never                           |

|   |            |            |
|---|------------|------------|
| (c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.   |            |            |
| <b>President's Day</b><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes. | Never      | Every year |
| <b>Spring Break</b><br>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes   | Never      | Every year |
| <b>Memorial Day</b><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes     | Every year | Never      |
| <b>Mother's Day</b><br>(1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.   | Never      | Every year |
| <b>Father's Day</b><br>(1) Holiday begins on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m.   | Every year | Never      |
| <b>Independence Day</b><br>(1) Holiday begins on July 3rd at 6 p.m.<br>(2) Holiday ends on July 5th at 6 p.m.   | Every year | Never      |
| <b>Pioneer Day</b><br>(1) Holiday begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m.  | Never      | Every year |

|  |   |  |
|--|---|--|
| <b>Labor Day</b><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes | Never   | Every year   |
| <b>Columbus Day</b><br>(1) Holiday begins at 6 p.m. on the day before Columbus Day.<br>(2) Holiday ends at 7 p.m. on Columbus Day.   | Every year  | Never  |
| <b>Fall Break</b><br>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes  | Every year  | Never  |
| <b>Halloween</b><br>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school.<br>(2) Holiday ends at 9 p.m. on the same day the holiday begins.                           | Both parents every year to take place in Mother's neighborhood                          | Both parents every year to take place in Mother's neighborhood             |
| <b>Veteran's Day</b><br>(1) Holiday begins at 6 p.m. on the day before Veterans Day.<br>(2) Holiday ends at 7 p.m. on Veterans Day.  | Never   | Every year   |
| <b>Thanksgiving</b><br>(1) Holiday begins on Wednesday at:<br>(a) 8 a.m.; or<br>(b) the time school is regularly dismissed for Thanksgiving at Mary's election.<br>(2) Holiday ends at 8 a.m. on the day that school resumes   | With Father on Thursday, Friday, and Sunday until 8 a.m. on the day that school resumes | With Mother on Wednesday before Thanksgiving Day and Saturday until 8 p.m. |
| <b>Christmas Eve Day</b><br>(1) 10AM to 3PM Christmas Eve. (2) Holiday   | Every year  | Never  |

|  |  |   |
|--|--|---|
| ends at 8 a.m. on Christmas Day  |  |   |
| <b>Christmas Eve Night</b><br>3 PM to Midnight   | Never                                  | Every year                                    |
| <b>Christmas Morning**</b> (1) Holiday begins at 8 a.m. on Christmas Day. (2) Holiday ends at 12 p.m. noon on Christmas Day.   | Never                                  | Every year (at the child's primary residence) |
| <b>Christmas Day</b><br>(1) Holiday begins at 12 p.m. on Christmas Day.<br>(2) Holiday ends at 12 p.m. on December 26th .  | Every year                             | Never   |
| <b>Christmas Break</b><br>(1) Holiday begins on December 26th at 12 p.m.<br>(2) Holiday ends on the day and time when school resumes.<br><i>(The parent with whom the child is with for Christmas Break shall be responsible for taking the minor child to school in time for the first class of the day.)</i> | Odd years                              | Even years                                    |
| <b>Day of Child's birthday</b><br>(1) Holiday begins at 9 a.m.<br>(2) Holiday ends at 8:30 p.m.<br><i>(Each parent will make a good faith effort to include the other parent in any planned festivities during their respective parent time.)</i>  | Every year from 9 a.m. until 9:30 p.m. | Every year from 9 a.m. until 9:30 p.m.        |

**\*\*:** *Christmas Morning: The minor child shall wake up at Mary's residence. If James is invited for Christmas Morning festivities it will be a maximum of 90 minutes. Any food preparation and cost of the morning festivities will be shared among parents. Only the minor child's biological parents may participate in said activities unless Mary otherwise agrees beforehand in writing.*

**10. Extended parent-time:** During the summer, the parties will share equal parent-time, following a week on, week off schedule, with Father having the first full week the child is out of school, beginning Sunday at 7 pm.

**11. Accommodations.** Both parties will ensure that they have appropriate accommodations for the minor child, including his own bed, mattress, sheets, and blanket, as well as keys and access codes to enter and occupy the dwelling.

**12. Dedicated Bedroom.** If either parent remarries, the child shall have a dedicated bedroom at that parent's residence. The bedroom shall be exclusively for the child's use during overnight parent-time and shall not be shared with adults or unrelated minors.

**13. Hygiene.** Both parties will ensure that the child is provided with normal and appropriate hygiene while the child is in their care.

**14. Bedtime.** The child's bedtime should be at approximately 9 p.m. on school nights.

**15. Homework.** Both parents will do homework with the child during their parent-time, and will provide appropriate structure during the school year so the child does not fall behind in school.

**16. Separate Clothing.** Both parents will purchase appropriate clothing and shoes for the child to keep in their own home so that the child can change and feel comfortable when he goes to school and so the child has two homes where he can feel at home.

**17. Transportation:** The parents shall share in transporting the minor child for parent-time with each parent picking up the minor child at the beginning of their scheduled parent-time unless otherwise specified above. Exchanges should be school to school, when school is in session. When school is not in session, the receiving parent should pick up at the home of the other parent.

**18. Parenting Plan:** The parties should acknowledge their parenting relationship will continue for many years, and it is in the best interests of the children to have a meaningful and quality relationship with both parents. In furtherance of that goal, the parties intend for this parenting plan to be incorporated into a Court order:

**a.** Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

**b.** The parent-time schedule should be utilized to maximize the continuity and stability of the children's lives. The parties shall work together in a reasonable manner to accommodate each other and to provide the children consistency and stability.

**c.** Special consideration should be given to each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in their life or in the life of either parent, which may inadvertently conflict with the parent-time schedule.

**d.** Each party understands the importance of exercising parent-time responsibly and consistently. Each should use his or her best efforts to ensure that such parent-time occurs as smoothly as possible. Each party should call the other if he or she is delayed for any reason.

**e.** Regular school hours should not be interrupted for the school-age children for the exercise of parent-time.

**f.** The parties should work together to make alterations in the parent-time schedule to reasonably accommodate the work schedules of both parents, the schedules of the children, and the distance between the parties and the expenses of exercising parent-time.

**g.** Neither parent-time nor child support should be withheld due to either parent's failure to comply with a court ordered parent-time schedule.



**h.** The parties should notify each other within 24 hours of receiving notice of all significant school, social, sports, religious and community functions in which the children are participating or being honored, and both parties should be entitled to attend and participate fully. A good-faith attempt to notify the other party is sufficient, even if they do not respond. Each parent shall independently remain informed of the child's activities by regularly reviewing school calendars, schedules, and other available sources of information.

**i.** Each parent should provide the other with his or her current address and telephone number at the time of the divorce and within 24 hours of any change.

**j.** Both parents should have access directly to all medical, educational, and religious records, and should be entitled to contact any medical providers, educators, or religious leaders. Each party should notify the other party immediately in the event of a medical emergency.

**k.** The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medical providers, or professionals, and should include the name of the other parent as an authorized contact person so that each party can initiate their own relationship with these professionals. Neither parent consents to the minor child receiving any psychological or intervention-based care without the knowledge and express consent of both parents, especially in jurisdictions that permit such services without parental notification.

**l.** Each parent should permit and encourage, during reasonable hours, reasonable and uncensored email, telephone, and virtual communications with the children while the children are in his or her care.

**m.** Mother shall be designated as the residential parent for school enrollment purposes and for on-site decision-making authority regarding the child's educational, religious, medical, and mental health care needs.

**n.** Each party should provide all surrogate care providers with the name, current address, and telephone number of the other parent and should provide the other parent with the name, current address, and telephone number of all surrogate care providers.

**19. Right of First Refusal:** If a parent is unable to provide personal care for the minor child for a period of eight (8) hours or more, the other parent shall be entitled to the right of first refusal to provide childcare for the minor child. Future partners or spouses shall not exercise unsupervised custodial care of the minor child without prior notice to and consent from Father or Mother. The parent exercising the right of first refusal shall be responsible for all transportation for this purpose.

**20. Extracurricular activities:** The parties shall equally share the costs of any extracurricular activity agreed to in writing in advance; if they do not agree, the enrolling parent shall bear all related costs and transportation, and the activity shall not interfere with the other parent's time without that parent's prior consent.

**22. Travel with the Minor Child:** For emergency purposes, whenever the minor child travels with a parent, the parent shall provide the following information to the other parent:

an itinerary of travel dates; destinations; places where the minor child or traveling parent can be reached; and the name and telephone number of an available third person who would be knowledgeable of the minor child's location.

**23. Religious Upbringing:** The minor child shall be raised in The Church of Jesus Christ of Latter-day Saints. As long as the minor child resides at the marital home, the associated ward shall be designated as the minor child's home ward. During their respective parent-time, each parent will make a good faith effort to take the minor child to the child's home ward for the child's ongoing church services and related midweek youth activities.

**24. Drugs and Alcohol:** Each parent shall be restrained from using any illegal drugs, abusing prescription medication, or consuming alcohol to excess immediately prior to and during their respective parent-time with the minor child.

**25. Corporal Discipline:** Neither parent shall use corporal discipline in any form with the minor child.

**26. Parental Disability:** The minor child shall not be placed in the role of emotional support or medical monitor for either parent. Father has a federally recognized disability, and if he becomes sick or otherwise unable to provide appropriate care during parent-time, he shall temporarily suspend his parent-time until effective supervision can resume. Mother may suspend Father's parent-time if she reasonably believes he is unable to effectively exercise parent-time due to disability, provided he receives the minimum monthly parent-time agreed upon and required by law.

**27. Sleepovers:** The minor child shall not be allowed to have any sleepovers unless both parents agree.

**28. Romantic Partners:** Neither parent shall introduce the minor child to a romantic partner until they have been in a committed relationship for at least six (6) months. When the minor child is present, neither parent shall have romantic partners stay overnight unless the parent is married to the romantic partner. Romantic partners shall not participate in parenting decisions or child discipline. They may assist with routine logistics (e.g., pick-ups, urgent care check-ins) but shall not participate in or consent to any non-emergency medical care, educational matters, or other major decisions.

**29. Pornography:** Neither parent shall expose the minor child to pornography. Age-appropriate filters shall be utilized on all internet access in each parent's home.

**30. Cellular Telephone for Minor Child:** Except for child-centered devices limited to texting, voice calling, and video calling, the minor child shall not be permitted to have a cellular telephone until the day of the minor child's fourteenth birthday. Parental controls and a third-party filtering / monitoring system shall be placed on the minor child's cellular telephone. Both parents shall have access to all parental controls and third-party filtering / monitoring systems. Both parents shall share the cost equally of the minor child's cellular telephone, the phone plan, and any third-party filtering / monitoring systems.

**31. Relocation:** If either parent intends to move more than 45 miles from the other parent's residence, the parties shall follow the notice provisions contained in U.C.A. 81-9-209. The relocating parent shall give sixty (60) days advance written notice to the other parent. The parents shall attend mediation to discuss a new parent-time schedule. Mediation shall be paid for by the party who moves. If the parents cannot agree on a new parent-time schedule, the issue shall be submitted to the court for determination. The current parent-time schedule shall remain

in effect until the parents agree to a new parent-time schedule or the court determines a new parent-time schedule.

**32. Decision Making:** The parent exercising physical custody at the time should have the primary authority to make routine decisions regarding the children's day-to-day activities.

**33. Emergency Decisions:** Emergency decisions affecting the health or safety of the children should be made by the parent who is with the child at the time, and that parent should provide notice to the other parent as soon as practical.

**34. Rights and Duties:** Any parental rights or duties not specifically addressed in this Decree should be discussed and mutually decided by both parties.

**35. Communications:** The parties should keep their communication civil and respectful at all times. All communications between the parties shall be limited to matters directly related to the minor child's health, safety, education, and logistics, and should be factual, concise, and non-confrontational. Under normal circumstances, one email per week and one brief text thread per week are sufficient. If communications become excessive, the receiving party need only provide one consolidated response per week unless a genuine child-related contingency arises. Messages that are unnecessarily confrontational do not require a response. Each parent shall respond to necessary child-related communications within 48 hours. Repeated violations may result in limits on the form, frequency, or method of communication, including restriction to written or court-approved parenting platforms.

**36. Parental Decisions:** The parties should work together to come to a mutual decision, if the parties are unable to come to a decision, the parties will go to mediation and will

share equally the cost of a mediator. If no agreement can be reached at mediation, Mother will have interim decision making authority, subject to Father's right to seek judicial intervention.

**37. Health Insurance for the Minor Child:** As long as James is able to keep the minor child on his current health insurance policy, and so long as said health insurance remains available to James at a reasonable cost, James shall be solely responsible for any premiums associated with the minor child. In the event James loses his disability benefits, the parent able to obtain the best medical, dental, and optical insurance for the minor child at the most reasonable cost shall do so, and the parents shall share equally the child's portion of the insurance premiums. If the parents elect to provide double-coverage for the minor child, James' policy shall be considered the primary insurance policy and Mary's policy shall be considered the secondary insurance policy, and neither parent shall owe the other reimbursement for premiums, as each pays their own. Both parents shall equally share any out-of-pocket health care costs incurred for the minor child which are not covered by insurance pursuant to Utah statute, including medical, dental, vision, and mental health care expenses. If they both agree, Mary and James shall share the cost of orthodontic expenses. A parent who incurs a healthcare expense for the minor child shall request the provider send separate bills to each parent pursuant to Utah statute.

**38. Childcare Expenses:** Each parent shall share equally any work-related childcare costs pursuant to Utah statute.

**39. Taxes:** The parents shall alternate claiming the minor child on their state and federal income tax returns. Father will claim the child in even numbered tax years, and Mother will claim the child in odd numbered tax years.

### **CHILD SUPPORT**

**40. Father's Income:** Father is receiving supplemental social security disability benefits on behalf of the minor child.

**41. Child Support Calculation:** Child support should be calculated using a sole physical custody calculator pursuant to the Utah Uniform Child Support Guidelines and based on the parties' respective incomes and earning capacities. Father is unemployed and receives a combined total monthly disability income of \$5,335. Mother is an independent contractor, operates her own business, and receives rental income; for purposes of calculating child support, Mother is imputed monthly earned income of \$3,885. Based on the parties' monthly incomes and a sole physical custody arrangement with Mother as the custodial parent and Father exercising statutory and additional parent-time, the application of the sole physical custody child support guidelines results in Father having a monthly child support obligation of \$572.

**42. Payment Schedule:** Child support payments should begin on March 1, 2025. Child support should continue until the child turns 18 or graduates from high school in his normal and expected year, whichever occurs later. The monthly child support should be paid in full on or before the 5th day of each month.

**43. Delinquent Payments:** The withholding of the income of the party responsible for paying child support should not be authorized unless they fail to pay the obligation timely. If they are more than 30 days delinquent in child support, the other party should be entitled to mandatory income withholding relief.

**44. Adjusting Support:** The parties may adjust a child support order as described in *U.C.A. § 81-6-212*.

## **PROPERTY**

**45. Real Property:** The parties own the marital home, located at 1262 S 1650 E, Provo, Utah. Mother will be awarded the marital home, subject to Father's equity interest. Mother will immediately be responsible for paying the monthly mortgage, and any costs or expenses related to the home, including insurance, property taxes, maintenance, utilities, etc. She will also be entitled to retain any rental income from the property. Father will retain an equity interest in the home in the amount of \$80,000, which will accrue interest at a rate of 3.5% per annum.

**46. Property Lien:** Father will be entitled to a lien on the home in the amount of \$80,000 plus 3.5% interest rate per annum. Mother may discharge the lien at any time, but it must be paid in full upon sale of the residence or no later than fifteen (15) years from the execution of this Decree, whichever occurs first. Father will remain the beneficiary of the home in the event of Mother's death, until he receives his equity interest in the home. Upon full payment of the Father's equity interest, the Mother's biological children are deemed the beneficiaries of the residence in the event of the Mother's death. The Mother's biological children shall have the first right of refusal to purchase the home before the property is offered for public sale. Mother will cooperate to ensure that appropriate documentation is in place to effectuate this, and will provide proof within 45 days of entry of this Decree.

**47. Encumbrances:** Neither party will incur any additional debts, liens, or other encumbrances against the home before satisfying Father's equity lien.

**48. Mortgage Payments:** Mother must make timely payments on the mortgage. If the mortgage payment is more than 30 days late on three occasions, whether consecutive or not,



James shall have the right to require the immediate listing and sale of the home. Upon refinance or sale of the property, and after receiving his equity plus interest, Father will cooperate to sign a quitclaim deed removing his name from the title.

**49. Vehicles:** Father will be awarded the Dodge Durango, and will be responsible for all costs related to the vehicle, including maintenance, insurance, and registration, etc. Mother will be awarded the Ford Ranger and Mazda CX5, and will be responsible for all costs related to the vehicle, including maintenance, insurance, and registration, etc. The parties should cooperate to remove their name from any vehicle title awarded to the other party.

**50. Personal Property:** The parties will divide personal property as they are able to agree. If they are unable to agree, they will return to mediation prior to bringing this issue to the Court.

**51. Business Interests:** Mother owns and operates a business, Millennial Media and Marketing, LLC, which will be awarded to her as her sole and separate property. She is solely responsible for any liabilities related to the business.

**52. Bank Accounts:** Any joint savings and checking accounts remaining open should be closed with the closing balance at the time of separation to be distributed equitably between the parties. Each party should keep any bank accounts held in their own names as their sole and separate property.

**53. Retirement Accounts:** Father has accrued retirement benefits during the marriage, which should be divided as follows:

- a. Father has a 401k retirement account with an approximate balance of \$81,317. Each party should receive one half of this 401k. The parties will share the cost

of a QDRO dividing the account equally, which shall be completed no later than 90 days from entry of this Decree.

**b.** Father has accrued pension benefits through DMBA, which he anticipates receiving in the future. Father should be awarded his full pension. What would be Mother's portion of the pension is currently valued at \$117,935. Mother is receiving this in value from Father's share of the equity in the home. Father will ensure that Mother remains designated as the survivor spouse for the pension and will fill out any paperwork necessary to effectuate this designation. He will provide proof of same within 45 days of entry of this Decree.

**54. Debts:** The parties have accrued debts during the marriage, which should be divided as follows:

**a.** Father should be solely responsible for his debt with Springville Dentistry, Grandview Family Medicine, the Dodge Durango, the America First Credit Union line of credit, and the Citi Simplicity credit card debt in his name.

**b.** Mother should be solely responsible for her debt with Springville Dentistry, Intermountain Healthcare, the Sam's Club credit card in her name, the Home Depot credit card in her name, and the Mazda CX5.

**55. Awarded Debts:** Except as otherwise laid out herein, each party should be responsible for any debt related to any property they are awarded as part of this Decree. Except as otherwise laid out herein, each party should be responsible for any other debts held in their own names.

**56. Joint Debts:** A party awarded a joint debt should be required to remove the other party from the debt within 90 days.

**57. Debt Liability:** Both parties should be required to indemnify and hold the other party harmless from any loss or liability related to any debt for which they are responsible under this Decree.

**58. Alimony:** Father will pay alimony to Mother in monthly payments of \$500 beginning March 1, 2025. Payments will be made in full the 5<sup>th</sup> day of each month. Alimony will continue for a period of 14 years (until Jan. 1, 2040), or until Mother remarries, dies, or it is established that she cohabits with another individual, whichever occurs first, pursuant to U.C.A. 81-4-505.

**59. Attorney's Fees and Costs:** The parties should be responsible for paying their own attorney's fees for this matter.

**60. Restraints:** Each party should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other at any time or in any place. Father shall have no communication or contact with any tenants residing at Mother's basement apartment for any reason without her express consent.

**61. Defamation:** The parties should be permanently restrained from defaming, slandering, or making false public statements about the character or reputation of the other party.

**62. Third-Party Prohibitions:** Neither party shall allow third parties to do what they themselves are prohibited from doing and shall use their best efforts to prevent third parties from committing such violations.

**63. Likeness and Identity:** Both parties should be restrained from using the likeness, identity, or information of the other to access or create accounts.

**64. Executing Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provision of this Decree entered in this case by the Court. Should a party fail to execute a document within 60 days of entry of this Decree, 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 Rule 70 of the Utah Rules of Civil Procedure.

**65. Documentation:** Each party should be ordered to provide a certified copy of this Decree and any modifications to all creditors pursuant to *U.C.A.* § 30-3-5(1)(c) and *U.C.A.* §15-4-6.5 and to effectuate compliance with these statutes.

-----End of Document-----

SIGNATURE OF COURT IN UPPER RIGHT CORNER

**Approval as to form:**

/s/ Velvet Rodriguez-Poston

Velvet Rodriguez-Poston

Counsel for Mary Summerhays

*(Signed by counsel for Respondent  
with permission received by email)*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8th day of April 2026, I served a copy of the foregoing proposed  
**DECREE OF DIVORCE** with the following by:

Email:

Velvet Rodriguez-Poston  
3113 Creek Road,  
Park City, Utah 84098  
assistantvrp@gmail.com  
*Attorney for Petitioner*

Signature: /s/ Cory D. Hundley