

**The Order of the Court is stated below:**

**Dated:** April 21, 2025  
05:18:18 PM

/s/ **DEREK P PULLAN**  
District Court Judge



Adam M. Kaas (Utah Bar No. 13267)  
RICHARDS & KAAS  
2568 Washington Blvd., Suite 200  
Ogden, Utah 84401  
Telephone: (801) 689-3022  
[adam@richardskaas.com](mailto:adam@richardskaas.com)  
*Attorneys for Petitioner*

---

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

---

In the matter of the marriage of

Dennis Keith Gailey,

Petitioner,

and

Marie Biorge Gailey;

Respondent.

---

**DECREE OF DIVORCE**

Case No. 254400603

Judge Derek P. Pullan

Commissioner Marla Snow

The Court, having reviewed the Stipulation and Settlement for Divorce (the "Stipulation") submitted by the parties ("Dennis" and "Marie"), along with all other necessary documents on file in this matter, being fully advised in the premises, and having entered the Findings of Fact and Conclusions of Law, hereby **ORDERS, ADJUDGES AND DECREES** as follows:

1. Divorce. The parties are hereby awarded a divorce from each other dissolving the marriage between them.

2. Residency and Jurisdiction. The parties are bona fide residents of Utah County, State of Utah and have therein resided for at least three (3) months immediately prior to the commencement of this action.

3. Marriage Information. The parties are husband and wife having been married on January 29, 2022, in American Fork, Utah.

4. Grounds. During the course of the marriage, irreconcilable differences have arisen destroying the legitimate bonds of matrimony and making continuation of the marriage relationship impossible.

5. Minor Children. The parties have no minor children together and none are expected.

6. Prenuptial Agreement. Prior to the parties' marriage, the parties executed a prenuptial agreement, which agreement governs the parties' rights to their assets and income.

7. Medical Insurance. The parties shall each maintain their own health insurance.

8. Alimony. Neither party is awarded alimony and both parties waived any claim to alimony. .

9. Real Property. During the marriage, the parties purchased real property located at 2711 N. Deer Meadow Drive, Lehi Utah 84043 (the "Home").

a. The Home shall be sold as soon as possible.

b. Upon the sale of the Home, the proceeds shall be applied as follows:

i. First to pay off the mortgage and to pay all closing and realtor costs;

ii. Second, \$50,000 to Dennis.

iii. Third, the remaining proceeds shall be equally divided between the parties.

10. Other than the Lehi Home, the parties are each awarded all real property in their individual or their trust's names as their sole and separate property free and clear of any claim from the other party.

11. Vehicles. Each party is awarded all vehicles in their individual name as their sole and separate property, free and clear of any claim from the other party. Specifically, the following vehicles are awarded as follows:

VEHICLE	AWARDED TO:
2022 Chevrolet Equinox	Dennis
2015 Polaris RXR	Dennis
2020 GMC Denali	Marie
2020 Harley Davidson Trike	Marie
2022 Harley Davidson	Marie
Customized Trailer for Harley Davidson Trike	Marie
18 Foot Enclosed Trailer	Marie
Tent Trailer	Marie

12. Personal Property. The parties' personal property shall be divided as follows:

- a. Each party shall be awarded all property that they brought into the marriage and all property purchased with his/her money or assets during the marriage;
- b. Personal property that was given as a gift from one party to the other party shall remain the property of the party that was gifted the property.
- c. The following personal property shall be divided as follows:

ITEM	AWARDED TO:
Sectional Couch	Marie

d. If there is any personal property that was jointly purchased during the marriage (i.e. using both parties' money or assets), that property shall be equally divided between the parties as agreed by the parties.

13. Checking and Savings Accounts. Each party is awarded all accounts in their individual names (or their businesses or trusts names) as their sole and separate property free and clear of any claim by the other party.

14. Stocks, Options, Retirement Accounts and Life Insurance. The parties are each awarded any stock, options, retirement accounts, and life insurance in their individual names as their sole property free and clear of any claim by the other party.

15. Business and Trust Interests. The parties do not have any joint business interests and do not have any joint trusts. Each party is awarded all business and trust interests in their name as their sole property free and clear of any claim by the other party.

16. Debts and Obligations. Other than the Mortgage on the home, the parties are not aware of any joint or marital debts. Each party shall be solely responsible for all debts and obligations in that party's name.

17. No Other Claims. To the extent there is any property not specifically addressed herein, the terms of their prenuptial agreement shall control. The parties agreed that each party has no claims to the other party's property or income except as specifically addressed in this Agreement. The parties agreed to waive any future right to seek reimbursement of any expenses under the premarital agreement.

18. Premarital Name. Marie's prior name of Marie Hargett shall be restored to her if she so chooses.

19. Mutual Courtesy Order. The parties shall not go to each other's homes (once the parties no longer reside at the same house) or places of business without the prior consent or invitation of the other party.

20. Documentation. Each party is ordered to execute and deliver such documents as are required to implement the provisions this Decree, including removing the other party from any debts for which a party is responsible. The parties shall cooperate reasonably with each other, in person or through counsel to implement the final Court orders. Each party shall provide continuing assurance, upon reasonable request, of compliance with all provisions hereof, and the terms of the final Decree.

21. Attorneys' Fees. Each party shall pay their own attorneys' fees.

**Court's signature appears at the top of the first page of this Order.**  
**END OF COURT ORDER**

**APPROVED AS TO FORM:**

**HOYER LAW FIRM PC**

/s/ Blaine A. Edwards (with permission)  
*Signed by Adam Kaas with permission of Blaine Edwards*  
Blaine A. Edwards  
Attorney for Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that on this 4th day of April, 2025, a true and correct copy of the above and foregoing **DECREE OF DIVORCE** was E-Filed with the Court and was served upon the following as indicated below:

Casey Hoyer	( <input type="checkbox"/> ) U.S. Mail, Postage Prepaid
Blaine A. Edwards	( <input type="checkbox"/> ) Hand Delivered
<i>Attorneys for Respondent</i>	( <input type="checkbox"/> ) Overnight Mail
	( <input type="checkbox"/> ) Via email
	(X) E-Filer

/s/ Adam Kaas \_\_\_\_\_