



Daniel S. Drage, P.C.

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IN THE SECOND JUDICIAL DISTRICT COURT, FARMINGTON DEPARTMENT IN AND FOR DAVIS COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

DECREE OF DIVORCE

ANDRE BURNETT,

Case No. 264700660

**Petitioner,
and**

Commissioner: CHRISTINA WILSON

LILLIAN MADSEN,

Judge: DAVID J. WILLIAMS

Respondent.

THE COURT, having reviewed the Stipulation filed by the parties on May 7, 2026 and upon good cause appearing and having filed its Findings of Fact and Conclusions of Law, hereby enters the following DECREE:

JURISDICTION

1. The parties lived in Davis County, Utah for at least (3) months prior to filing this action.

2. The Petitioner and Respondent were married on February 13, 2021.

2. **GROUND**S

3. During this marriage the parties experienced differences which they have been unable to reconcile.

4. The parties discussed their differences and attempted to work through those differences with all efforts being unsuccessful.

5. As a result, the parties separated on February 10, 2025, and have remained separated since.

6. A mutual Decree of Divorce should be awarded to the parties based upon the grounds of irreconcilable differences.

3. **CHILD CUSTODY AND PARENT-TIME**

7. There are no children as issue of this marriage, and none are expected.

4. **REAL PROPERTY**

8. The parties did not acquire an interest in real property during the marriage.

5. **PERSONAL PROPERTY**

9. During the marriage the parties acquired certain items of personal property including, but not limited to, automobiles, furniture, home electronics, household goods and furnishings, savings accounts, checking accounts, and the like.

10. When the Respondent separated from the Petitioner she took the majority of her personal property and those agreed upon items that they acquired during the marriage.

11. Any remaining personal property that they can agree upon will be divided pursuant to that agreement. Without further agreement, the Petitioner will be awarded as

his sole and separate property all items of personal property in his possession with the Respondent being awarded all items of personal property in her possession.

12. The Petitioner will be awarded his bank account at Canyon View Credit Union including any and all balance therein.

13. The Respondent will be awarded her bank account at Wells Fargo including any and all balance therein.

14. The Petitioner will be awarded the 2018 Toyota Avalon with the Respondent being awarded her 2007 Toyota Avalon.

15. All property and all property rights which may be vested in either party as a result of family inheritance, trust or similar source should be awarded to the party from whose family it came or whose name it is held.

16. All property and all property rights vested and owned by a party prior to the marriage shall be awarded to that party as their sole and separate property.

6. **USE OF PERSONAL INFORMATION**

17. The parties shall be mutually restrained and prohibited from using any joint credit cards or incurring debts that obligate the other or the marriage for payment. The Parties shall be ordered and prohibited from using the other's name, likeness, identifying information, social security number or other information for any purpose whatsoever.

18. The parties are mutually restrained and prohibited from attempting to trace, track, log onto, reviewing or in any way disrupting or accessing the other's bank accounts, social media accounts and other similar accounts as this is a violation of privacy.

7. **DEBTS AND OBLIGATIONS**

19. During the marriage the parties did respectively accrue certain debts and obligations owing to third parties. However, the parties always maintained their debts and obligations separately from the other and have maintained separate bank accounts, credit accounts, debts, and other obligations free from and not incumbering the other.

20. Therefore, the Petitioner will be awarded any and all debt(s) and obligations he has incurred in his name as the primary, as the sole obligor, with him to hold the Respondent harmless and indemnify her thereon.

21. The Respondent will be awarded any and all debt(s) and obligations she has incurred in her name as the primary, as the sole obligor, including her student loan debt with her to hold the Petitioner harmless and indemnify him thereon.

22. The parties are mutually restrained and prohibited from using any joint credit cards or incurring debts that obligate the other or the marriage for payment. The Parties shall be ordered and prohibited from using the other's name, likeness, identifying information, social security number or other information for any purpose whatsoever.

8. **BANKING/PENSION/RETIREMENT/INVESTMENT ASSETS**

23. The parties did not accrue any significant bank, pension, retirement, or other investment assets during this short-term marriage.

24. Therefore, each party will be awarded their own separate and individual bank, pension, retirement, or other similar investment assets that they accrued prior to and what *de minimis* amount which may have accrued during the marriage.

25. The Petitioner will be awarded any and all pension, 401k, investment, IRA, stocks, bonds, and any other similar investments that are in his name free and clear from

any right, claim, entitlement, or interest of the Respondent.

26. The Respondent will be awarded any and all pension, 401k, investment, IRA, stocks, bonds, and any other similar investments that are in her name free and clear from any right, claim, entitlement, or interest of the Petitioner.

9. ALIMONY

27. The parties are both young, educated, and have been working to support themselves during the marriage and since they separated in February 2025.

28. The Respondent is and has been capable of supporting herself when the parties separated and she moved into her own residence.

29. Both parties work or are capable of working full-time.

30. Neither party has the need, nor does the other have the ability to pay alimony.

31. Both parties forever waive any right, claim, entitlement, or interest against the other for past, present, or future alimony.

10. 2025 INCOME TAX FILING

32. The parties have been separated since February 10, 2025, and have maintained and lived in separate residences since.

33. As such, for their 2025 State and Federal income tax returns the parties will file as married but separated.

34. The Petitioner will be awarded any refund or will be solely liable for any taxes owing on his State and Federal income tax returns.

35. The Respondent will be awarded any refund or will be solely liable for any taxes owing on her State and Federal income tax returns.

11. **ATTORNEY'S FEES AND COSTS**

36. Each party will be ordered to pay for any and all attorney's fees and costs that they have incurred in this matter.

12. **MISCELLANEOUS PROVISIONS**

37. Each party shall be ordered to immediately make themselves available to sign, execute, and deliver to the other, or to any business or agency, such documents as are required and necessary to implement and enforce the provisions of the Decree of Divorce entered by the Court.

38. Shall a party fail to make themselves timely available to sign, execute or deliver any documents needed to effectuate the terms pursuant to the Decree shall be deemed in contempt of Court. The other party may bring an action for contempt to enforce the terms of the Decree and the offending party shall reimburse the other for his/her attorney fees and costs

13. *This is a final order of the Court with judge's electronic signature, date and time of entry located at the top of the first page of this document.*

Approval as to Form and Content:

/S/ Lillian Madsen

LILLIEN MADSEN

Respondent - *electronic signature affixed with written permission of Respondent on the 30th day of April, 2026.*

CERTIFICATE OF SERVICE

The below signed hereby certifies that on this 25th day of June, 2026, true and correct copy of the foregoing **DECREE OF DIVORCE** was served pursuant to Utah ECF filing as follows:

Lillian Madsen
Respondent

**Via Utah ECF electronic Filing
and email: [lillianmadsen98](#)**

**/S/ Daniel S. Drage
DANIEL S. DRAGE
Attorney for Petitioner**