



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

KRISTINE BASSETT SUPOTO,
Petitioner,
vs.

LIEJO SUPOTO,
Respondent.

ORDER RE SUMMARY JUDGMENT

Case No. 164905448

Judge Linda M. Jones
Commissioner Kim M. Luhn

On October 19, 2020, a hearing was held via Webex before Judge Linda M. Jones on Respondent Liejo Supoto’s (“Liejo”) motion for summary judgment. Liejo appeared with counsel, Kurt W. Laird. Petitioner Kristine Supoto (“Kristine”) appeared *pro se*. Having reviewed the parties’ briefs and hearing argument, the court grants Liejo’s motion in part and denies Liejo’s motion in part.

“Summary judgment is appropriate only where there is no genuine issue as to any material fact and . . . the moving party is entitled to judgment as a matter of law.” *Bahr v. Imus*, 2011 UT 19, ¶15, 250 P.3d 56 (internal quotation marks omitted); *accord* Utah R. Civ. P. 56(a) (a party seeking summary judgment must “show[] that there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law.”); *Orvis v. Johnson*, 2008 UT 2, ¶10, 177 P.3d 600. This standard is well established. In this case, summary judgment is granted and denied as follows:

1. There is no genuine dispute as to any material fact and Liejo is granted judgment as a matter of law awarding him as his separate property the following described real properties:
 - a. 325 Concord, Mesquite, Nevada 89027;
 - b. 481 E Mesquite Blvd, Mesquite, Nevada 89027;
 - c. 248 Gean St, Mesquite, Nevada 89027;
 - d. 2482 West Adelaide, Riverton, Utah 84065;
 - e. 2332 West Adelaide, Riverton, Utah 84065;
 - f. 2386 West Adelaide, Riverton, Utah 84065; and
 - g. 11877 Reeves Lane, Riverton, Utah 84065.
2. There is no genuine dispute as to any material fact and Liejo is granted judgment as a matter of law awarding him as his separate property the following described businesses:
 - a. 99% ownership of CJ's Carwash, LLC;
 - b. Conjur Financial Inc.;
 - c. CJ's Best Auto, LLC; and
 - d. CJ's Dynamite Fireworks.
3. There is no genuine dispute as to any material fact and Liejo is granted judgment as a matter of law awarding him as his separate property the following described financial, retirement and/or bank accounts:
 - a. Mountain America Credit Union checking account ending in 9507-S0050;

- b. Mountain America Credit Union checking account ending in 2451-S0050;
- c. Mountain America Credit Union checking account ending in 2375-S0050;
- d. Mountain America Credit Union checking account ending in 8458-S0058;
- e. Mountain America Credit Union checking account ending in 8458-S0059;
- f. Mountain America Credit Union checking account ending in 8458-S0050;
- g. Mountain America Credit Union checking account ending in 2487-S0050;
- h. Mountain America Credit Union checking account ending in 2295-S0001;
- i. Mountain America Credit Union checking account ending in 2451-S0001;
- j. Mountain America Credit Union checking account ending in 2439-S0001;
- k. Mountain America Credit Union checking account ending in 2375-S0001;
- l. Mountain America Credit Union checking account ending in 9507-S0001;
- m. Mountain America Credit Union checking account ending in 8458-S0001;
- n. Mountain America Credit Union checking account ending in 8458-S0007;
- o. Mountain America Credit Union checking account ending in 2487-S0001;
- p. Mountain America Credit Union checking account ending in 3198-S0001;
- q. Mountain America Credit Union checking account ending in 3198-S0050;
- r. LPL Financial account ending in 4241-1505;
- s. TD Ameritrade account ending in 61144; and
- t. US Bank checking account ending in 9098.

4. There is no genuine dispute as to any material fact and Liejo is granted judgment

as a matter of law awarding him as his separate property all of the personal property in his possession.

5. There is no genuine dispute as to any material fact and Kristine is granted judgment as a matter of law awarding her as her separate property all of the personal property in her possession with the exception of a ring that Liejo inherited from his grandmother.
6. There is no genuine dispute as to any material fact and Kristine is granted judgment as a matter of law awarding her, as her separate property, the following businesses:
 - a. Business in Check Inc;
 - b. Utah Copy and Print Inc dba Not Just Copies and its other dba;
 - c. Kaizen Insurance LLC;
 - d. Lucky Dragonfly Designs LLC; and
 - e. 1% ownership of CJ's Carwash, LLC.
7. The Court finds that there are genuine disputes of fact and hereby denies Liejo's motion for summary judgment as to the following properties, businesses, and account:
 - a. 377 West 5900 South, Murray, Utah 84107;
 - b. 125 West Center Street, Pleasant Grove, Utah 84062;
 - c. 1809 West 10610 South, South Jordan, Utah 84095;

- d. 10644 South Winter Haven Lane, South Jordan, Utah 84095;
- e. 10210 South Redwood Road, South Jordan, Utah 84095;
- f. CJ's Premier Car Wash, LLC;
- g. CJ's Premier Auto LLC;
- h. Mountain America Credit Union checking account ending in 2295-S0050;
and
- i. Possession and ownership of the ring that Liejo inherited from his grandmother.

8. The issue of whether Liejo used or invested for the benefit of his separate properties or accounts any assets or funds from property or investments in which Kristine had an ownership or financial interest is an issue reserved for trial; and whether Kristine is entitled to reimbursement from Liejo as a result of such use is an issue reserved for trial.

{The Court's signature and seal appear at the top of the first page.}