



Douglas D. Adair (#6460)
ADAIR EVANS, L.L.C.
405 South Main Street, Suite 900
Salt Lake City, Utah 84111
Telephone: (801) 292-0409
douglas@adairevanslaw.com
Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR DAVIS COUNTY, FARMINGTON DEPARTMENT, STATE OF UTAH	
In the Matter of the Marriage of: SALVATORE M. LIONE, JR. Petitioner, and, CHRISTINA LYNN LIONE, Respondent.	DECREE OF DIVORCE Civil No. 264700136 Judge Michael D. DiReda Commissioner Julie Winkler

Petitioner Salvatore M. Lione, Jr., represented by Douglas D. Adair and Respondent Christina Lynn Lione, represented by Mitchell Wall attended mediation with mediator Laura Rasmussen on March 20, 2026. The parties reached a stipulation and settlement agreement. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The parties are granted a decree of divorce upon the grounds of irreconcilable differences.

2. The parties have three children together. The parties' children have all emancipated.

3. The marital home and real property located at 252 North Mountain Road in Fruit Heights, Utah shall be handled as follows:

a. Sal is awarded the property as his sole and separate property free and clear of any claim or interest of Christy, together with all equity therein and subject to all debt and encumbrance thereon. Commencing the month of April of 2026, Sal is solely responsible for all obligations relating to the property; including but not limited to the monthly mortgage payments, taxes, insurance, property taxes, and utilities; holding Christy harmless from these obligations. Christy shall vacate the property no later than 5:00 p.m. on 4/15/26.

b. Within 90 days of the date of entry of the decree of divorce, Sal shall refinance, assume or otherwise finance the mortgage on the property in order to remove Christy from the mortgage obligation. In conjunction with Sal completing this requirement, Christy shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Sal in its entirety.

c. Should Sal fail to remove Christy from the mortgage obligation within the time frame as set forth at Paragraph 3(b) above, then the property shall be promptly listed for sale and promptly sold. In the event of a sale of the property, the following provisions shall apply:

i. Sal shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Christy shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Sal's choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

ii. Sal shall be solely responsible for all costs of the sale, including closing costs, and commissions.

iii. Sal is awarded all net proceeds from the sale, with him to bear any and all tax liability in connection with the sale proceeds.

4. The 2-unit duplex rental real property located at 3703 Mulligan Road Circle in Valdosta, Georgia shall be handled as follows:

a. Christy is awarded the property as her sole and separate property free and clear of any claim or interest of Sal, together with all equity therein and subject to all debt and encumbrance thereon. Commencing the month of April of 2026, Christy is entitled to receipt of all rental income received in connection with the property and is solely responsible for all obligations relating to the property; including but not limited to the monthly mortgage payments, taxes, insurance, property taxes, utilities and property management fees; holding Sal harmless from these obligations.

b. Within 90 days of the date of entry of the decree of divorce, Christy shall refinance, assume or otherwise finance the mortgage on the property in order to remove Sal from the mortgage obligation; she shall have all leases with the current tenants put solely in her name, removing Sal from the leases; and shall take over the property management company contract solely in her name, removing Sal from the contract. In conjunction with Christy completing these requirements, Sal shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Christy in its entirety.

c. Should Christy fail to complete the requirements set forth at Paragraph 4(b) above within the time frame as set forth therein, then the property shall be promptly listed for sale and promptly sold. In the event of a sale of the property, the following provisions shall apply:

i. Christy shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Sal shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Christy's choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

ii. Christy shall be solely responsible for all costs of the sale, including closing costs, and commissions.

iii. Christy is awarded all net proceeds from the sale, with her to bear any and all tax liability in connection with the sale proceeds.

5. The 2-unit duplex rental real property located at 3507 Studstill Road in Valdosta, Georgia shall be handled as follows:

a. Christy is awarded the property as her sole and separate property free and clear of any claim or interest of Sal, together with all equity therein and subject to all debt and encumbrance thereon. Commencing the month of April of 2026, Christy is entitled to receipt of all rental income received in connection with the property and is solely responsible for all obligations relating to the property; including but not limited to the monthly mortgage payments, taxes, insurance, property taxes, utilities and property management fees holding Sal harmless from these obligations.

b. Within 90 days of the date of entry of the decree of divorce, Christy shall refinance, assume or otherwise finance the mortgage on the property in order to remove Sal from the mortgage obligation; she shall have all leases with the current tenants put solely in her name, removing Sal from the leases; and shall take over the property management company contract solely in her name, removing Sal from the contract. In conjunction with Christy completing these requirements, Sal shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Christy in its entirety.

c. Should Christy fail to complete the requirements set forth at Paragraph 5(b) above within the time frame as set forth therein, then the property shall be promptly listed

for sale and promptly sold. In the event of a sale of the property, the following provisions shall apply:

i. Christy shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Sal shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Christy's choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

ii. Christy shall be solely responsible for all costs of the sale, including closing costs, and commissions.

iii. Christy is awarded all net proceeds from the sale, with her to bear any and all tax liability in connection with the sale proceeds.

6. The single family home rental real property located at 2115 Pine Cliff Drive in Valdosta, Georgia shall be handled as follows:

a. Sal is awarded the property as his sole and separate property free and clear of any claim or interest of Christy, together with all equity therein and subject to all debt and encumbrance thereon.

b. Commencing the month of April of 2026, Sal is entitled to receipt of all rental income received in connection with the property and is solely responsible for all

obligations relating to the property; including but not limited to the monthly mortgage payments, taxes, insurance, property taxes, utilities and property management fees; holding Christy harmless from these obligations.

7. Personal property shall be handled as follows:

a. Each party is awarded their own clothing, personal effects, personal documents/records, family heirlooms, gifts received by them during the marriage, and any premarital property.

b. With respect to all other items of personal property, the parties agree to work cooperatively and in good faith in order to equitably divide items of personal property. In connection with this, the following shall apply:

i. Any items which are agreed upon by the parties shall be awarded to the party whom it was agreed to receive the item.

ii. If the parties are unable to agree regarding any item, they will return to mediation first, before going to Court, to attempt to resolve any such dispute(s) in good faith. The mediator will be mutually agreed upon, with the parties to share equally the cost of the mediator.

iii. If the parties are unable to reach an agreement regarding any disputed item(s) in mediation, either party may have the issue of division and/or valuation of any disputed item(s) decided by the Court. In connection with any disputed item(s), the item(s) shall

be safeguarded until there has either been a written agreement from mediation regarding the disputed item(s) or an order/decision from the Court regarding the disputed item(s).

iv. In the event of a dispute or disagreement regarding any item(s) of personal property, such a dispute or disagreement is a standalone issue and will not form a basis to void or otherwise rescind or change any of the terms the global divorce settlement as set forth in the Stipulation. In connection with this provision, if it is necessary for the parties to return to Court in order to have a trial or other Court proceeding/hearing to address division of the personal property, it is stipulated herein that, the issue of division of the personal property is reserved and shall therefore be subject to future order of the Court.

8. Christy is awarded the 2016 Ford F-150 as her sole and separate property free and clear of any claim or interest of Sal. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

9. Sal is awarded the leased 2025 Tesla as his sole and separate property free and clear of any claim or interest of Christy.

10. The debts shall be divided as follows*:

a. Christy

- Signature Visa (#2113)
- Any other credit cards solely in her name and any debts incurred solely by her and/or in her name
- Her own medical and dental expenses

b. Sal

- Service Financial (debt for AC related to the real property awarded to Sal at Paragraph 3 above)
- Amerihome (mortgage on real property identified at Paragraph 6 above)
- Tesla lease
- Citi credit card—Christy shall not make any charges on this account
- Costco credit card—Christy shall not make any charges on this account
- American Express Blue credit card—Christy shall not make any charges on this account
- American Express Platinum credit card—Christy shall not make any charges on this account
- Amazon credit card—Christy shall not make any charges on this account
- Chase credit card—Christy shall not make any charges on this account
- Any other credit cards solely in his name and any other debts incurred solely by him and/or in his name
- His own medical and dental expenses

*Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

c. The loan owing to Rocket Mortgage for the mortgage on the real property identified at Paragraph 3 above shall be handled as follows-

i. The loan is in both parties' names and both parties are jointly obligated on the loan.

ii. Sal is solely responsible for the obligation, and commencing the month of April of 2026, he is solely responsible to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 3 above; indemnifying and holding Christy harmless from the debt.

- In the event of a refinance/other financing/assumption, Christy will be removed from the obligation and Sal will be solely responsible for the obligation.
- In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

d. The loan owing to Newrez for the mortgage on the real property identified at Paragraph 4 above shall be handled as follows-

- i. The loan is solely in Sal's name but is a marital obligation.
- ii. Christy is solely responsible for the obligation, and commencing the month of April of 2026, she is solely responsible to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 4 above; indemnifying and holding Sal harmless from the debt.

- In the event of a refinance/other financing/assumption, Sal will be removed from the obligation and Christy will be solely responsible for the obligation.
- In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

e. The loan owing to Wells Fargo for the mortgage on the real property identified at Paragraph 5 above shall be handled as follows:

- i. The loan is solely in Sal's name but is a marital obligation.

ii. Christy is solely responsible for the obligation, and commencing the month of April of 2026, she is solely responsible to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 5 above; indemnifying and holding Sal harmless from the debt.

- In the event of a refinance/other financing/assumption, Sal will be removed from the obligation and Christy will be solely responsible for the obligation.
- In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

11. The retirement and investment accounts will be handled as follows:

a. Christy is awarded the Charles Schwab IRA account in her name as her sole and separate property free and clear of any claim or interest of Sal.

b. Sal is awarded the E-Trade account in his name as his sole and separate property free and clear of any claim or interest of Christy.

c. The TSP account in Sal's name shall be handled as follows:

i. The sum of \$32,088.50, together with market gains and losses on this sum from the date of the Stipulation until the date of segregation, shall be transferred to Christy via an appropriate division order (as addressed at Paragraph 11(e) below). This figure

was arrived at via a global settlement, taking into consideration offsets related to the equitable division of real property, the collective retirement accounts (excluding the military retirement, which is addressed separately below), collective bank accounts, collective debts and vehicle equity.

ii. No transfers, withdrawals or loans shall be made or taken from the account until the division order is implemented.

iii. After implementation of the division order, the remaining balance of the account is awarded to Sal as his sole and separate property free and clear of any claim or interest of Christy.

d. Sal's military retirement shall be handled as follows:

i. Christy is awarded a share of Sal's military retirement, consistent with the requirements of DFAS and Federal law pursuant to the provisions of the Uniform Services Former Spouse Protection Act. In connection with this, Christy's share of the military retirement, shall be computed by multiplying the monthly disposable retirement pay by a fraction, the numerator of which is the number of months of the marriage during creditable service (3/31/01 is the date of marriage) through the date of divorce (to be established upon entry of the decree), and the denominator of which shall be Sal's total number of months of creditable service, dividing the product by two. Christy's share of the retirement shall be allocated to her via an appropriate division order (as addressed at Paragraph 11(e) below).

ii. Sal is presently in pay status, therefore is currently receiving military retirement pay. It is acknowledged and understood that Christy will not receive direct payment from DFAS of her portion of the retirement until after the divorce is final, an appropriate division order is prepared/approved/submitted to DFAS, and DFAS processes and implements the order. Acknowledging that this will take some time to complete, commencing the month of April of 2026, and continuing thereafter until such time that the Christy begins to receive direct payment from DFAS of her share of the military retirement pay/benefits, Sal shall make direct payment to Christy in the sum of \$2,460.00 per month. These monthly military retirement payments shall be paid by Sal directly to Christy in two equal monthly installment payments of one-half on or before the 15th of each month and one-half on or before the 30th of each month. The parties agree to cooperate in completing all documents which may be required to have Christy's share of Sal's military retirement pay sent directly to her from the military retirement division.

e. All division order(s) required in order to effectuate division of the retirement accounts as set forth at Paragraphs 11(c and d) above shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any forms and/or other documents required to complete division of the accounts. All division orders shall

be subject to both party's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by any plan in connection with implementation of any division order.

12. The financial institution accounts shall be handled as follows:

a. The joint accounts at NFCU (#7040, #8238 and #5774) are awarded to Sal as his sole and separate property free and clear of any claim or interest of Christy. The parties shall cooperate in order to complete and sign any forms necessary to remove Christy from the accounts, which shall be completed within 30 days of the date of the Stipulation. Christy shall not make any withdrawals, transfers or debits of any kind from the accounts.

b. The joint accounts at USAA (#1134 and #1142) are awarded to Christy as her sole and separate property free and clear of any claim or interest of Sal. The parties shall cooperate in order to complete and sign any forms necessary to remove Sal from the accounts, which shall be completed within 30 days of the date of the Stipulation. Sal shall not make any withdrawals, transfers or debits of any kind from the accounts.

c. Sal is awarded the AFCU (#0039) accounts solely in his name as his sole and separate property free and clear of any claim or interest of Christy.

d. Christy does not have any financial institution accounts solely in her name.

13. Taxes shall be handled as follows:

a. All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

b. The parties shall file joint state and federal tax returns for 2025, sharing equally any refund or liability. The returns shall be prepared by Betty Tart, with the parties to share equally the cost to prepare and file the returns. Both parties shall cooperate in order to provide all documents and information to the tax preparer that are needed in order to prepare and timely file the returns. Both parties are entitled to review and sign off on the returns before they are filed.

c. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

d. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

14. Christy shall continue to be covered under Sal's health insurance policy until entry of the decree of divorce. Once the decree is entered, Christy shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

15. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of the Stipulation.

16. There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

17. Each party is solely responsible for their own cell phone plan and account at their sole cost and solely responsible for any obligations/fees associated with their individual phones and phone lines. Christy will be removed from Sal's plan and in connection with this is awarded her own cell phone and number (702-569-3979). The parties shall cooperate in order to sign and complete any forms necessary to implement this provision, including porting Christy's cell phone number to a new account/plan; which shall be completed within 30 days of the date of the Stipulation.

18. Commencing the month of April of 2026, Sal shall pay alimony to Christy in the sum of \$540.00 per month, for a term/period of five years. Alimony shall be paid in two equal monthly installment payments of one-half on or before the 15th of each month and one-half on or before the 30th of each month. Alimony shall terminate earlier than the five-year term upon the death of either party, or upon Christy's re-marriage or co-habitation; whichever should first occur

19. At her sole option and election, Christy may be restored to her maiden surname of "Moore".

20. To the extent that she is eligible for any benefits through the military, Christy is entitled to receive any such military benefits and privileges which accrue to the spouse/former spouse of a member, including but not limited to base privileges, medical benefits and commissary privileges. Christy shall be solely responsible to initiate and take any action necessary in order to obtain any such benefits, including completing and executing any and all necessary documents and/or forms, with Sal to cooperate fully with all such efforts and actions needed or required to effectuate this provision. Christy shall be solely responsible for all costs/fees (if any) associated with any such benefits.

21. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). Any and all communication between the parties shall be

civil. 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.

22. The parties shall each pay their own attorney fees and costs incurred in this matter.

23. The agreement will settle all claims and issues between the parties as of the date of the Stipulation. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

24. Both parties shall execute all documents required in order to effectuate the terms of this Stipulation.

IT IS SO ORDERED.

APPROVED AS TO FORM

Mitchell Wall
Attorney for Respondent
*(Electronically signed by Douglas D. Adair
with permission by Mitchell Wall)*

**--END OF ORDER--
-EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING-**

**NOTICE PURSUANT TO Rule 7(j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE
TO ALL THE CONCERNED PARTIES AND COUNSEL:**

**Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil
Procedure of the District Courts of the State of Utah, that this Order prepared above shall
be the Order of the Court unless you file an objection in writing within seven (7) days from
the date of the service of this notice.**

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of May, 2026, caused to be served a true and correct copy of the foregoing **DECREE OF DIVORCE**, via electronic service to the following:

Mitchell Wall
Attorney for Respondent

/s/ Alma Perez