



JILL L. COIL (USB #13049)
GABRIELLE JONES (USB #17252)
COILLAW, LLC
10815 South 700 East
Sandy, Utah 84070
Telephone: (801) 884-3775
Facsimile: (801) 401-7850
Email: gabi@coillaw.com

Attorneys for Petitioner

THIRD DISTRICT COURT, SALT LAKE
SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF JAMES MARTIN GLEASON, Petitioner, and KARLI GLEASON, Respondent.	DECREE OF DIVORCE Civil No. 244905484 Judge Amber M. Mettler Commissioner Joanna Sagers
--	---

COMES NOW, Petitioner, JAMES MARTIN GLEASON (*hereinafter* "HUSBAND" or "FATHER") filed a *Verified Petition for Divorce* and Respondent, KARLI GLEASON (*hereinafter* "WIFE" or "MOTHER") having been properly served, the parties participated in good faith negotiations and entered into a Stipulation and Settlement Agreement on May 29, 2026 (*hereinafter* "Stipulation") resolving all issues in their divorce, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*, **NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS:**

- 1. Divorce.** The parties are granted a divorce based upon their irreconcilable

differences pursuant to Utah Code Ann. § 81-4-405(h).

CUSTODY AND PARENT-TIME

2. **Child.** As a result of the marriage, the parties had born to them three (3) children, only one (1) of which is still a minor: S.G., born September 2010. The parties are not expecting any additional children.

3. **Legal Custody.** It is in the best interest of the child that the parties share joint legal custody of the child consistent with the parenting plan as outlined herein.

4. **Physical Custody.** It is in the best interest of the minor child that Father have physical custody of the child with Mother having parent-time as the parties agree.

5. **Child's Discretion.** Given the age and maturity of the child, they shall be granted the option and discretion to participate in parent-time as they so choose. Neither parent shall be subject to legal action for a child's noncompliance with the parent-time schedule.

Notwithstanding, the parties have an affirmative duty to encourage the child in having a positive relationship with the other parent and spending time with them.

6. **Relocation.** Should either party seek to relocate more than 150 miles from their current residence, the parties shall abide by Utah Code § 81-9-209.

PARENTING PLAN

1. **Travel.** When the child travels with either parent out of state, all of the following will be provided to the other parent.

- a. An itinerary of travel dates;
- b. Destination(s);

- c. Places where the child or travelling parent can be reached; and
- d. The name and telephone number of an available third-person who would be knowledgeable of the child's location.

2. **Decision Making.** Each parent has authority to make day-to-day decisions concerning the child while the child is in the care of that parent. Each parent also has authority to make emergency decisions concerning the child while the child is in the care of that parent.

3. The parties shall share all major decisions concerning their child's health, education, religious upbringing and general welfare. If the parties cannot reach a mutual decision regarding the child, then Father shall have final decision-making authority. Father's final decision-making authority shall be subject to judicial review based on an actual harm standard.

4. **Special Considerations.** The parents agree that the following provisions are in the best interest of the child, and the parents agree to follow them as part of their parenting plan.

a. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.

b. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.

c. Special consideration shall be given by 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 the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

d. The child's regular school hours shall not be interrupted for Mother's parent-time.

e. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the child, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.

f. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-order.

g. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parents shall be entitled to attend and participate fully.

h. Both parents shall have unlimited access to the child's school, including full access to all school reports, homework, teachers, and other school staff.

i. Both parents shall have unlimited access to all records concerning the child, including medical records.

j. Each parent shall notify the other parent immediately in the event of a medical emergency regarding the child.

k. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.

l. Each parent shall enjoy telephone, skype, video conference, email, letters, or other alternative forms of contact with the child at reasonable times and places considering the child's bedtimes and the other parent's needs.

m. The parties shall not consume any illegal or unprescribed drugs or alcohol while exercising parent-time with the child.

5. **Mutual Restraining Orders.** The parties agree to be restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. The agree to be restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

6. The parties agree to be restrained from bothering, annoying or attempting to bother, annoy the other. The parties shall be expected to restrict their communication to reasonable times and shall limit such communication to effectuating the terms of this agreement, orders of the court, or the parties' child. Communication shall occur via text message or email. In the event of an emergency, the parties may communicate with the other via telephone. The parties shall also not appear at the other parties' residence or location of employment without invitation.

7. The parties agree to be restrained from making comments, posts about or sharing photos of the other party or this litigation on social media including, but not limited to, Facebook, Instagram, Snap Chat, etc.

CHILD SUPPORT

8. The parties shall pay child support in compliance with the Uniform Child Support Guidelines. Father is employed full-time as a W2 employee with Omnicell. Father's gross monthly income from his W2 job is \$22,838. Mother is currently unemployed but is able to work. Her monthly income shall be imputed to \$1,257.00. Mother's child support obligation pursuant to the child support guidelines is \$75.00 a month beginning the month following the entry of the Decree of Divorce.

9. Child support for each child shall terminate at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 81-6-213 and based on the combined support amount as derived from the parties' imputed income to be determined by the court.

10. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

11. If the obligor parent is thirty (30) days late, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11, Parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the

following month.

12. Any Office of Recovery Service fee(s) shall be paid by parent opening the case.

13. Each party shall notify the other within thirty (30) days of any change in monthly income or change of employment.

MEDICAL AND OTHER EXPENSES/CREDITS

14. **Division of Accounts.** Pursuant to Utah Code § 15-4-6.7, each party will elect for dental, medical and school expenses to be created in separate billing accounts

15. **Health Insurance/Expenses.** The parties shall be ordered to maintain medical, dental and vision insurance for the child so long as it is available to them at a reasonable cost. Father shall pay 100% of the out-of-pocket costs for the child's medical insurance premiums. There is good cause to deviate from Utah Code § 81-6-208, due to the disparity in incomes and earning potential between the parties and because Mother has a need for alimony in this case. Father's financial responsibility for costs of insurance was considered when calculating Mother's need and his ability to pay alimony. In the event the child is covered by both parents, the parents shall pay their own premium without contribution of the other.

16. A party carrying medical insurance on behalf of the minor child shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date that he/she first knew or should have known of the change.

17. If, at any point in time the dependent child is covered by the health, hospital, or

dental insurance plans of both parents, the health, hospital, and/or dental insurance plan of Father will be primary coverage for the dependent child and the health, hospital, and/or dental insurance plan of Mother will be secondary coverage for the dependent child. If a parent remarries and their dependent child is covered by that parent new spouses' health, hospital, and/or dental insurance, that insurance will have the same designation as if it were the insurance policy of the parent to whom the person the step-parent is married.

18. Father will pay 100% of all reasonable and necessary unreimbursed medical, dental, and mental health expenses for the minor child. There is good cause to deviate from Utah Code § 81-6-208, due to the disparity in incomes and earning potential between the parties and because Mother has a need for alimony in this case. Father's financial responsibility for costs of insurance was considered when calculating Mother's need and his ability to pay alimony.

19. Unless there is written agreement between the parties otherwise, they will utilize "in-network" providers who are covered by insurance whenever possible.

20. **Child Care.** Due to the child's age and level of maturity, the parties do not anticipate needing any childcare. If childcare is needed, the party who needs childcare shall pay 100% of the costs of childcare.

21. **Child Tax Credit/Exemption.** For tax purposes (State and Federal), Father may claim the child as a dependent every tax year, may file as head of household, and may claim any tax deductions, exemptions, or credits related to the child every year. Mother will sign any documents required for taxes, including, but not limited to, an 8332 form.

DIVISION OF ASSETS AND LIABILITIES

22. **Separate and Premarital Property.** Each party shall be awarded their separate

and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein

23. **Personal Property.** Prior to and during the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household good, recreational equipment, artwork, jewelry, and other items. The parties shall make good-faith efforts to divide the property equally. If there is a dispute regarding items, the parties shall participate in good-faith negotiations with a neutral third-party/mediator.

24. **Family Pet(s).** During the marriage, the parties obtained interest or ownership of certain pets. The dog will be awarded to Father.

25. **Titled Vehicles/Assets.** During the marriage, the parties obtained interest or ownership of certain vehicles. Husband shall be awarded the Toyota Tundra, motorcycle, and trailer with all liability and maintenance thereof.

26. **Financial Accounts.** During the marriage both parties have either obtained interest in or contributed marital funds to financial accounts including, but not limited to, savings and checking accounts. These accounts shall be awarded as follows:

INSTITUTION	NAME ON ACCOUNT	AWARDED TO
Zions	Gleason Enterprises	Husband
Zions	Joint	Wife
Zions	Husband	Husband
AFCU	Wife	Wife

- a. Any other accounts shall be awarded to the party whose name is on the file.
- b. For jointly-held accounts, the parties will make good-faith efforts to facilitate the removal of the party not awarded the account to/from the other party within 30 days of signing the Stipulation.

27. **Retirement and Other Investment Accounts.** During the marriage both parties have either obtained interest in or contributed marital funds to their respective retirement and other investment accounts. These accounts shall be awarded as follows:

INSTITUTION	NAME ON ACCOUNT	AWARDED TO
Fidelity (Omnicell)	Husband	Husband
Etrade	Husband	Husband
Uphold (Crypto)	Husband	Husband

28. Father shall be awarded these accounts without claim by Mother.

29. **Debts and Obligations.** During the marriage, the parties acquired marital debts and obligations. The parties shall be awarded all the of the debts and obligations in their respective names. Mother shall take all her credit cards and Father shall take all his credit cards. Father shall be awarded all debt associated with Gleason Enterprises. Should any joint debt be discovered, it shall be the responsibility of the party who opened the account or incurred the debt.

30. **Real Property.** During the marriage, the parties obtained interest in real property at 609 E Cougar Ridge Rd., Draper, UT. The parties agree that Husband will be awarded the real property subject to any mortgages, home equity lines of credit, or other encumbrance or liabilities attached thereto. Husband shall refinance any debts on which Mother is attached to remove her from liability thereon within six (6) months of signing the Stipulation. Husband shall hold Wife harmless from any debts or liabilities attached to the real property. Husband shall have exclusive use and possession of the property.

31. **Business Interests.** During the marriage, the parties acquired interest in Gleason Enterprises. Gleason Enterprises operates a FirstLight Home Care franchise. Husband is awarded all interest and ownership in Gleason Enterprises, along with all debts and obligations attached

thereto. Wife shall retain no ownership or authority in the business. Wife shall not be entitled to any income or proceeds from the business.

32. **Property Settlement.** The parties agree that Mother's portion of the marital estate is \$1,000,000. This includes her equity in the marital home/real property, Gleason Enterprises & all other business ventures, vehicles, motorcycle & trailer, Fidelity accounts, Etrade accounts, crypto currency, bank accounts, and other property in the marital estate whether listed in this agreement or not. This property settlement shall be paid as follows: Husband shall pay Wife \$100,000 within thirty (30) days of the Stipulation. Additionally, Husband shall pay Wife at least \$4,285 per month until the remainder of the property settlement is paid.

33. **Alimony.** Wife has a need for alimony and Husband has some ability to pay. Wife shall be awarded a total alimony award of \$1,000,000. This alimony shall be paid in the amount of \$4,762 per month for a period not to exceed 210 months. Alimony shall begin the month after the execution of the Stipulation and Settlement Agreement. Alimony shall automatically terminate if the party receiving alimony remarries, cohabitates, the term of alimony is completed, or either party dies, whichever event occurs first. Cohabitation may be established if the recipient time cohabitated at any time before the payor files a motion to terminate alimony based upon cohabitation.

34. **Name Change.** At her election Wife shall be restored to her former name of Karli Jo Ross.

ADMINISTRATIVE PROVISIONS

35. **Duty to Sign Documents.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce

decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

36. **Attorney Fees.** The parties shall be responsible for their own attorney's fees in this action.

SO ORDERED.

SIGNED BY THE COURT

As indicated by the electronically added seal and date atop page 1

HONORABLE JUDGE AMBER M METTLER

HONORABLE COMMISSIONER JOANNA SAGERS

Third District Court

Notice Pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure, that this proposed Order shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

Dated: June 16, 2026.

COILLAW LLC

/s/ Gabrielle Jones

Gabrielle Jones

Attorney for Petitioner

APPROVED TO FORM:

/s/ Russell Yaune

(Signed by counsel with permission via June 15, 2026 email)

Russell Yaune

Attorney for Respondent

CERTIFICATE OF SERVICE

I served the foregoing document on June 10, 2026 to the following:

Russell Yaune

Marco Brown

BROWN FAMILY LAW

88915 South 700 East, Suite 203

Sandy, UT 84070

russell.y@brownfamilylaw.com

Attorney for Respondent

() U.S. Mail, Postage Prepaid

() Hand Delivered

() Facsimile Transmission

(x) Email/EFILE

() Overnight Mail

/s/ Kristine Brown