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

In the Matter of the Marriage of:

**CONNOR LEVI,**

**Petitioner,**

and

**KENDRA BREANNE LEVI,**

**Respondent.**

**DECREE OF DIVORCE**

Civil: 264400453

Judge: POWELL

Commissioner: ITO

THE ABOVE-ENTITLED having come before the Court on a written stipulation of the parties, and an affidavit of grounds and jurisdiction, the Court having taken all matters herein under advisement, and being fully advised in the premises enters the award.

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. Award. Petitioner is hereby granted a Decree of Divorce from Respondent dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.
2. Residency. The Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
3. Marriage Statistics. The parties were married on April 14, 2021, in Gilbert, Arizona, United States and are presently married.

4. Grounds. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
5. Child. The following are minor child of the parties.

Name	Date of Birth
H. S. L.	April 2023

#### PARENTING PLAN

6. Custody/Parent time. The Parties are awarded joint custody of their minor child with Mother being designated as the primary and residential parent. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 2	Mother	Mother	Mother	Father	Father	Father	Mother

- a. On weeks when Father does not have the child on the weekend, he shall have Wednesday after school (or 9 a.m. when school is not in session) until Friday morning with drop off to school (or 9 a.m. when school is not in session).
- b. On the weeks when Father has the weekend, he shall have parent time from Thursday after school (or 9 a.m. when school is not in session) until Sunday morning at 9 a.m.
- c. Summer. Father shall receive up to four weeks when school is not in session at the option of Father, including weekends normally exercised by Mother. This shall not include holidays. Two weeks shall be uninterrupted time for Father; and the

remaining two weeks shall be subject to parent-time for Mother for weekday parent-time on Wednesday from 9 a.m. until 8:30 p.m. but not weekends, except for a holiday to be exercised by the other parent. Mother shall also have two uninterrupted weeks in the summer.

- d. Until the minor child is enrolled in full-day kindergarten, ‘after school’ shall mean 5:00 p.m. and ‘school drop-off’ shall mean 9:00 a.m., unless otherwise mutually agreed upon in writing.

7. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

8. Holidays.

- a. The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be according to Utah Code Annotated §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	<b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	<b>President’s Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	<b>Spring Break</b> after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	<b>Memorial Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	<b>July 4<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	<b>Labor Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school

Mother	Father	<b>Fall Break</b> after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	<b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	<b>Thanksgiving</b> after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	<b>First Half of Winter Break</b> beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	<b>Second Half of Winter Break</b> , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The <b>day after child's birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	<b>Child's actual birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	<b>Father's Day</b> the day before the holiday at 6 p.m. to the day after at 9 a.m.
Mother	Mother	<b>Mother's Day</b> the day before the holiday at 6 p.m. to the day after with the exchange at school

9. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the child's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall mediate. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for

any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

- b. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- c. Educational Plan.
  - i. Preschool. The child shall be able to attend preschool. The parties shall share equally in the cost.
  - ii. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.
- d. Religion. The child can be baptized at the age of 8 into the Church of Jesus Christ of Latter-day Saints and all other ordinances shall be performed at the customary age. The ordinances shall be performed by Father, if he is deemed worthy by his ecclesiastical leader. Both parties shall be able to attend the ordinances. The parents shall give written consent for ordinances to the ecclesiastical leader within 7 days of request. The parties shall attend religious services with the child on their own respective parent-time as the parent chooses.
- e. Therapy. Either party may enroll the minor child in counseling or therapy with a mutually agreed upon licensed therapist to address issues related to the divorce and adjustment. If the parties cannot agree on a therapist, the parties shall select from a mutually agreed list of three providers, or utilize mediation to resolve the issue. Each party shall ensure the child gets to therapy on their respective parent-times. The parties shall participate in therapy as recommended by the therapist.

Each party shall pay one-half of the therapy bill directly to the therapist. If payment to the provider is not possible, the party incurring the out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. The parties shall follow the recommendations of the child's therapist. Any communication to or from the therapist shall be emailed to both parties. Any emails or parent communication that the therapist charges for shall be paid by the parent who initiates the contact.

- f. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing. The parents shall not talk to the child about any change in parent-time prior to a written agreement between the parties of the change.
10. Relocation. If either party moves more than 150 miles from the other parent, the parties shall be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.
11. Coparenting Application. The parties shall utilize a mutually agreed upon coparenting application to communicate and calendar and exchange receipts. If the parties cannot agree on the application, they shall use Our Family Wizard. If applicable, the parties shall each pay their respective costs for coparenting application. The parties shall not use their child to deliver messages. The parties shall use text contact only for emergencies and changes on the day of the exchange. The parties shall respond within 48 hours of any communication. The parties shall not use coparenting application to harass or annoy the other parent. The communication shall be civil and limited to issues

regarding the child. The parents shall abide by the recommendations of the tone meter or the like if applicable.

12. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

13. Travel.

- a. When the child travels with either parent out of State, all of the following shall be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:
  - i. An itinerary of travel dates;
  - ii. Destination;
  - iii. Places where the child or traveling parent can be reached;
  - iv. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.
- b. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.
- c. Mother shall retain possession of the child's original passport and birth certificate. Father shall have access upon reasonable request.

14. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
15. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.
16. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.
17. Mutual Restraining.
- a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.
  - b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information



regarding what occurs when the child is with the other parent and from allowing any other person to do so.

- c. The parties shall not use their child to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the child or at any child's activity.
- d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.
- e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.
- f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

18. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

19. Sleepovers. Any sleepovers for the minor child with anyone other than grandparents and/or cousins shall require the prior written agreement of both parties.

20. Technology and Online Accounts. Neither party shall provide the minor child with, or permit the minor child to have, a personal cell phone or other personal internet-capable device (including a tablet, smart watch, computer, or similar device) without the prior written consent of both parties. Neither party shall create, enable, or permit the minor child to have any personal online account (including social media, messaging, gaming, streaming, or any similar account now existing or developed in the future) without the prior written consent of both parties.

21. Limitations.

- a. The people in the respective households and the parties shall not use illegal drugs, prescription drugs in a non-prescribed manner or alcohol in excess, while they are exercising parent-time.
- b. The parties are constrained from allowing the minor child to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

22. Romantic Partners. The parties shall not introduce any romantic partner to the minor child until the relationship has been ongoing for at least six months and is of a serious, committed nature.

23. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek

emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.

24. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the shared calendar within 24 hours of receiving the calendar or any change.

25. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty

(30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

26. Transportation for the Child. The parties shall utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon. All exchanges shall be conducted in a manner that minimizes disruption to the child and promotes consistency.

27. Third Party Transportation. A stepparent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is aware of the identity of the individual, and the receiving parent shall be with the child by overnight.

#### FINANCIAL ITEMS AND ASSET DISTRIBUTION

28. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Mother's gross monthly imputed income is \$1,667 per month. Father's gross monthly income is \$7,917 per month. Mother has 220 overnights and Father has 145 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation shall be \$649 per month. Child support shall commence March 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one-half on the 5<sup>th</sup> day of each and every month, and one-half on the 20<sup>th</sup> day of each month.

29. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-208. Father is currently providing said insurance.

- a. Father shall cover the full cost of the out-of-pocket costs of the premium for the minor child for two years beginning on March 1, 2026. Thereafter, each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of

all reasonable and necessary medical and dental expenses for the minor child as indicated.

- d. 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, or dental insurance plan of Father shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.
  - e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.
  - f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change. The parties shall fully cooperate if either needs to communicate directly with the insurance company for the minor child.
30. Childcare Expenses. The parties shall each pay their own respective childcare costs on their own time. The parent with the overnight shall be responsible for the childcare that day unless otherwise mutually agreed upon writing.

31. Dependency exemption. The parties shall share the dependency exemption/tax credit for the minor child as follows:

- a. When there is only one minor child, the parties shall alternate the dependency exemption/tax credit for the minor child. Mother shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.
- b. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31<sup>st</sup> of the applicable tax year.

32. Taxes. The parties shall file joint tax returns for 2025. The parties shall equally share in any cost of preparation of taxes. The parties shall equally share any tax refund or tax liability.

33. Real Property. The parties do not presently own an interest in real property.

34. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2020 Kia Sportage	Mother
2019 Ram 1500	Father

- a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

35. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Amex ending in 2003	Father
Chase Sapphire ending in 8057	Father
Chase Freedom ending in 3046	Father
Apple Card ending in 2003	Father

- a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
36. Joint Robinhood Brokerage Account. Due to the financial considerations herein, the joint Robinhood Brokerage account ending in 5955 shall be awarded such that Father shall be



awarded \$34,961. Mother shall be awarded the remainder of the account in the approximate value of \$27,529.

37. Individual Robinhood Accounts. Father has an individual Robinhood account with approximately \$59.44 as of February 5, 2026. Father is awarded the entirety of the account, free and clear of any claim by Mother.

38. Checking And Saving Accounts.

- a. The monies in the joint Mountain America Credit Union account ending in 0198 shall be used to pay off the marital debt on the credit cards.
- b. Mother is awarded the American First Credit Union account in her name.
- c. Mother is awarded the Goldman Sachs Savings account ending in 4628 in her name.
- d. The parties have other individual accounts in their names with \$0 balances. These accounts shall be awarded to the respective parties.

39. Retirement Accounts. Father is awarded, the two Roth IRA accounts held in his name (with an approximate combined value of \$1,159 as of February 5, 2026), free and clear of any claim by Mother. The parties represent that, other than these accounts, neither party has any retirement accounts in their name as of the date of the stipulation.

40. Equity Units in Peak Apex Holdings LLC. Father shall be awarded 100% of the interest in Peak Apex Holdings LLC.

41. Mediation, Paperwork, and Filing Fees. This division of property, assets, and debts accounts for mediation fees incurred through February 6, 2026, as well as the anticipated costs for preparation of the uncontested paperwork and the court filing fee to

be incurred in the near future. Any additional joint legal fees and costs incurred in connection with this uncontested matter shall be shared equally by the parties.

42. Alimony. Father shall pay Mother the following alimony which shall be terminated by the receiving party's remarriage, cohabitation, or the death of either party. This shall be done through an electronic transfer:

- a. From March 1, 2026, through February 28, 2027, Father shall pay Mother \$750 per month.
- b. From March 1, 2027, through February 28, 2028, Father shall pay Mother \$700 per month.
- c. From March 1, 2028, through August 31, 2028, Father shall pay Mother \$500 per month.
- d. Alimony shall terminate effective September 1, 2028, unless sooner terminated by statute or as designated herein.
- e. Lump Sum Payment of Remaining Alimony. Father may, at any time, satisfy the remaining unpaid alimony obligation by paying the full remaining balance in a lump sum, at which point Father's ongoing alimony payment obligation shall terminate.

43. Name. Kendra Breanne Levi shall have the option of restoring her name to Kendra Breanne Nelson.

44. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

45. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

THIS IS THE SIGNED ORDER OF THE COURT WHEN SIGNED ELECTRONICALLY BY THE  
COURT ON THE FIRST PAGE OF THIS DOCUMENT

## **CERTIFICATE OF MAILING**

I certify I e-mailed a copy as agreed upon by the parties, a true and correct copy of the foregoing document to the following:

Connor Levi  
connor.levi18@gmail.com

Kendra Levi  
kendrablevi@gmail.com

March 16, 2026

DATED

/s/ Connor J. Fackrell

CONNOR J. FACKRELL

Attorney-Mediator