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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of Leticia Maria Guillen & Sergio Ledesma Davila	MODIFIED DECREE OF DIVORCE Civil No. 244902222 Judge Todd Hilbig Commissioner Joanna Sagers

This matter comes before the court the respondent's Motion to Set Aside Default Judgment and the subsequent Stipulation & Settlement Agreement ("Agreement") executed by the parties (Leticia or "Mother"; and Sergio or "Father") on June 3, 2026, and filed with the court on June 10, 2026. Having reviewed the pleadings and the parties Agreement, having entered its Findings of Fact & Conclusions of Law, and for good cause, the court enters the following **MODIFIED DECREE OF DIVORCE:**

ORDER

1. Pending with the court is the respondent's ("Father's") motion to set aside the default that was entered in October 2025.

2. Based upon the parties' Agreement, rather than moving forward with a hearing on the motion to set aside and the subsequent proceedings, the court enters this Modified Decree of Divorce.

3. The Court vacates the default and enters this Modified Decree consistent with the parties' Agreement.

4. The motion to set aside shall be deemed withdrawn upon entry of this Modified Decree and the pending hearing shall be cancelled.

5. The parties are residents of Salt Lake County, Utah and have been for more than 3 months immediately before the start of this case.

6. The minor child, ERL born April 2010, has lived in Salt Lake County, Utah for more than 6 months immediately before the start of this case.

7. The parties were married in 1998 and are presently married.

8. The parties have been separated since 2017, and continuation of the marriage is impossible.

9. The parties are divorced based upon irreconcilable differences.

10. Neither party has participated as a party or witness or in any other capacity in any other proceeding concerning the custody of the minor child that would affect this case.

11. Neither party knows of any person not a party to these proceedings who has physical custody of the minor child or who claims rights of custody of the minor child.

12. Neither party has information of any proceedings that could affect the current proceeding, including proceedings related to enforcement, domestic violence, protective orders, termination of parental rights, or adoptions.

13. **Legal Custody.** The parties shall share joint legal custody of the minor child.
14. **Physical Custody.** Mother is awarded primary physical custody of the minor child.
15. **Regular Parent-time.** The parties shall rotate overnights as follows: Sergio shall have parent-time with the minor child every other weekend from Friday evening when the minor child is out of school until Monday morning when he drops the minor child off at school. In addition, Sergio shall have parent-time visits with the minor child two weeknights per week from 6 p.m. to 9 p.m.
16. The parties shall consider the input and schedule of the minor child when exercising parent-time.
17. **Holiday Parent-time.** The parties shall follow the holiday schedule outlined in section 81-9-303 of the Utah Code with Father designated as the “non-custodial parent” for the purposes of rotating holidays pursuant to section 81-9-303.
18. **Summer Parent-time.** The parties shall follow the summer parent-time schedule outlined in section 81-9-303 of the Utah Code. At the election of Sergio, Sergio is entitled up to four weeks of parent-time with the minor child when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day. Two weeks shall be uninterrupted parent-time for the noncustodial parent; and two weeks may be interrupted by Leticia for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time. The four weeks of extended parent-time for the noncustodial parent may be divided into two 14-day separate periods that are not consecutive. Leticia is entitled to uninterrupted parent-time with the minor child for two weeks when school is not in session for

summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day. Each parent shall provide notification to the other parent of the parent's plans for the exercise of parent-time for summer break. In odd-numbered years, Sergio shall provide notice to the custodial parent by May 1, and Leticia shall provide notice by May 15. In even-numbered years, Leticia shall provide notice to the custodial parent by May 1, and Sergio shall provide notice by May 15. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.

19. **Virtual Parent-time.** Each party is entitled to unmonitored virtual parent-time (telephone and video chat) with the minor child at reasonable times.

20. **Relocation.** If a party wishes to relocate more than 150 miles from the residence of the other party, the relocating party shall provide notice to the other party at least 60 days before the day on which the relocating party intends to relocate. A party's parent-time may not be interrupted by a relocation without written agreement of the parties or order from the court. All future moves will continue to prioritize the child's stability, access to schooling, and overall best interests.

21. **Parent-time Exchanges.** The party commencing parent-time shall pick up the child from the school, or from the other party's residence if the child is not in school. If a party requests it, parent-time exchanges may take place at a neutral location. Parties shall arrive on time. Parties shall not have conflict, arguments, or discuss any legal issues while exchanging the minor child. The minor child shall not be used as a messenger or delivery person.

22. **Travel.** A party wishing to travel out of state with the minor child must provide reasonable notice of the following:

- a. Dates of travel.
- b. Destination.
- c. Contact information for a third party that is aware of the travel plans.

23. **Events.** The parties shall accommodate and make the child available to attend special events (e.g., reunions, weddings, birthdays, etc.) that may otherwise conflict with the other party's parent-time.

24. **Education.** Mother's residence is designated as the "home residence" for the purposes of school registration. Each party shall have all access to the child's teachers, school administrators, records, etc. Each party has the authority to check the minor child out of school.

25. **Communication.** All communication between the parties shall be restricted to co-parenting topics. All communication should be civil in nature. The parties shall consider using a shared calendar to track events and scheduling for the minor child.

26. **Information.** Each party shall have complete access to the child's medical records, health information, health insurance, school records, etc. If a party learns of an appointment or event for the child, that party shall notify the other party—placing the event on a shared calendar to which both parties have access should be sufficient notice. Each party shall be able to attend medical appointments, dental appointments, parent-teacher conferences, etc.

27. **Day-to-Day Decisions.** Each party shall have authority to make day-to-day decisions for the minor child when the minor child is in her or her custody.

28. **Emergency Decisions.** Each party shall have authority to make emergency decisions for the minor child when the minor child is in his or her custody and shall notify the other party as immediately as possible.

29. **Major Decisions.** The parties shall collaborate to make major decisions for the minor child. Major decisions are decisions regarding education, school selection, major medical decision, elective medical decisions, religious upbringing. If the parties disagree on a major decision, each party shall communicate his or her position in writing to the other party. Each party shall consider the other party's position. If they remain at odds, the parties shall consult with trusted professionals (i.e., doctors, medical providers, educators, etc.). Thereafter, if the parties remain at odds, Leticia may have authority to make an initial decision; if Sergio disagrees with Leticia's decision, he may bring the matter to the court for the court to review which decision is in the child's best interest.

30. **Co-Parenting Restraints.** Each party shall be restrained from harassing, intimidating, or abusing the other party; from exposing the minor child to co-parenting disputes; from discussing legal issues to or in front of the minor child; from saying or doing anything to or in the minor child that would tend to lessen the affection the child has for the other party; from using the child as a messenger or delivery person; from otherwise placing the minor child in the middle of the parties' disputes.

CHILD SUPPORT ORDER

31. **Monthly Child Support.** Child support is calculated based upon the following gross incomes: Leticia \$4,063/month; Sergio \$6,099/month. Child support is calculated on a sole custody worksheet. Accordingly, the base child support amount is \$623 payable to Leticia each

month for the benefit of the minor child. Child support shall be paid, may be modified, and terminates pursuant to section 81-6-101 et seq of the Utah Code. The new child support figure shall commence July 1, 2026.

32. **Retroactive Child Support.** The parties acknowledged that, at the time of their Agreement, disputes existed regarding claims for retroactive child support. Leticia waived and released any claim against Sergio for retroactive child support, child support arrears, reimbursement of childrearing expenses, uninsured medical expenses, extracurricular expenses, or any other child-related financial claim arising prior to entry of the Decree. Accordingly, all such claims are waived.

33. **Health Insurance Premiums.** The parties shall equally share the out-of-pocket cost actually paid for the child's portion of the health insurance premium pursuant to section 81-6-208 of the Utah Code. If each party is providing their own health insurance through his or her employer, then each party shall pay for his or her own health insurance premium, which is what the parties are currently doing.

34. **Out-of-Pocket Health Expenses.** The parties shall equally share the reasonable out-of-pocket, health expenses for the minor child. For notice and reimbursement for health expenses, the parties shall follow section 81-6-208 of the Utah Code.

35. **Childcare Costs.** Given the age of the minor child, the parties do not anticipate incurring childcare costs and each will be responsible for his or her own costs incurred, if any.

36. **Tax Credits/Exemptions.** Leticia shall claim the minor child as a dependent on taxes and receive the associated tax credits.

MARITAL ESTATE

37. **Personal Property.** Each party is awarded his or her personal property and effects. The parties have already divided personal property. Each party is awarded the personal property each has in his or her possession free and clear of any claim from the other party, including automobiles.

38. **Financial Interests.** The parties have already divided the marital financial interests. Each party is awarded the financial interests each has in his or her own name free and clear of any claim from the other party.

39. **Separate Property.** Each party is awarded his or her own separate property, inheritances, gifts, and premarital property.

40. **Real Property.** The parties do not have any marital real property to divide.

41. **Debts.** Each party is solely responsible for the debts each has in his or her name and shall indemnify and hold the other party harmless from the same. There are no joint debts.

MISCELLANEOUS

42. **Alimony.** The parties stipulated and agreed, and the court now orders, a limited alimony award of \$200/month for 6 years (72 months) payable to Leticia. Alimony terminates upon the remarriage of Leticia, the death of either party, or after the final payment on November 1, 2031. Pursuant to section 81-4- 505 of the Utah Code, if Sergio establishes that Leticia cohabits with another individual after the court enters a divorce decree, the court shall terminate alimony and, if it is determined that alimony was paid during a time Leticia cohabited, the court may order reimbursement for the alimony Leticia accepted while she cohabited. Cohabitation must be established by filing a motion to terminate alimony with the court no later than one year

after the day on which Sergio knew or should have known that Leticia was cohabiting with another individual.

43. **Attorney Fees.** Each party shall be responsible for his or her own attorney fees and costs, unless otherwise ordered by the court.

44. **Personal Conduct.** Each party is restrained from using the other party's name, likeness, image, credit, and personal information in any way absent written consent from the other party.

45. **Compliance.** Each party shall cooperate as needed, including signing and exchanging documents, titles, and things, to effectuate the provisions of the final court order. In the event a party fails to comply or sign a document, the court shall direct the act to be done at the cost of the disobedient party by some other person appointed by the court as permitted by Rule 70 of the Utah Rules of Civil Procedure.

*****Entered by the Court as of the Date and Signature at the Tope of Page 1*****

Approved as to form this 22nd day of June 2026.

/s/ Alexis Whelan	
ALEXIS WHELAN Counsel for Leticia Maria Guillen (Signed electronically by Zacchary L. Sayer with authorization of Alexis Whelan)	

Rule 7 Notice: a party may object to the form of this proposed order by filing an objection within seven days after the order is served. Thereafter, this proposed order may be filed for entry by the court.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served as indicated below:

ALEXIS WHELAN <i>Counsel for Leticia Maria Guillen</i> alexis@longokura.com	X X	U.S. Mail Hand Delivery Email (6/22/26) Electronic Filing (6/22/26) Other
		/s/ <i>Zacchary L. Sayer</i>
		Zacchary L. Sayer