



Brody N. Miles, No. 15201
MOODY BROWN LAW
2525 N. Canyon Rd.
Provo, Utah 84604
Telephone: (801) 356-8300
Fax: (801) 356-8400
Email: bmiles@moodybrown.com

Attorneys for Christopher Albert Guevara

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

450 South State Street, P.O. Box 1860, Salt Lake City, Utah 84114

In the matter of the marriage of:

CHRISTOPHER ALBERT GUEVARA,

Petitioner

and

SACHA WINFRED PIERRE-LOUIS,

Respondent.

DECREE OF DIVORCE

Civil No. 224903059
Judge Richard Pehrson
Commissioner Joanna Sagers

The Court, having received the stipulation of the parties at the Judicial Settlement Conference, and having entered the Findings of Fact and Conclusions of Law, the Court enters the foregoing Decree of Divorce:

1. The parties should be granted a divorce on the basis of irreconcilable differences, as the parties are unable to resolve the problems of their marriage, necessitating the need for a divorce from this Court.

CUSTODY

2. Legal Custody. The parties shall have joint legal custody of the minor child. The parenting plan and rights of the parties are further addressed below.

3. Physical Custody. The parties are awarded joint physical custody of their minor child. 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: the parties shall have parent time in accordance with Utah Code Ann. § 81-9-305. This is subject to the military exception addressed herein:

a. Christopher recently began serving in the military and will not be living in Utah. While Christopher is out-of-state due to his military service, his mother, Maria Portillo shall be a nonparent to exercise parent time on Christopher's designated parent time. While Christopher is out-of-state, she shall be able to exercise parent time every other week from Thursday morning at 9am (or after school) to Sunday night at 8pm. Maria shall be able to exercise the physical custody rights that Christopher has, subject to the limitation of parent time identified above.

b. If Christopher has leave or time to spend with the minor child, the following shall apply:

i. If Christopher has less than 2 weeks of leave or less, he shall be entitled to spend that time with the minor child.

- ii. If the period of leave is more than 2 weeks, Christopher shall be entitled to take the 2 weeks of leave and then exercising parent time in accordance with Utah Code Ann. § 81-9-303 as the noncustodial parent time for the remainder of the period.
- c. When Christopher returns from his military service, or is living in Utah while being in military service, the following schedule will occur:
 - i. For the first six months, Christopher shall immediately be entitled to continue exercising his parent time under Utah Code Ann. § 81-9-303, as the noncustodial parent time.
 - ii. After those first six months, Christopher shall automatically be entitled to parent time under Utah Code Ann. § 81-9-305.
- d. The parties can petition the Court to modify the custody orders of the Court after 90 days of Christopher returning from military service, if they do not agree on a 50/50 transition.
- e. If a Petition to Modify is filed as referenced above, the Court is to make its own determination based on present facts, while also considering the parties stipulated with the military statute in mind.
- f. If either party raises concern about transition in the stipulation, they still have legal recourse to stop transition with a petition to modify.
- g. Petitioner will provide four weeks' advance notice during his deployment.

PARENTING PLAN

4. Day-to-Day Decisions. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child are in his or her care. If there is an emergency, the party shall immediately inform the other party about the situation, and shall take immediate measures to protect and care for the minor child.
5. Access to Records. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their child. The parties shall have the right to check out the child from school for parent time or other permissible actions contained in this Agreement.
6. Major Decisions. 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 may mediate before court intervention to obtain a decision relating to said major decision. If Christopher is deployed or out-of-state, Sacha shall have final say on all major decisions, subject to Christopher's right to challenge said issues with the Court.
7. Relocation. This provision does not apply to Christopher's military service, and only applies if the parties are exercising normal parent time as

indicated in the Physical Custody Section above. If either party moves more than 150 miles from the other party, the parties will be governed by the notice, custody and other provisions as contained in Utah Code Ann. § 81-9-209 and Utah law.

8. Communication. The parties will discuss all parenting concerns by an agreed upon parenting application and will not use their child to deliver messages. The parties will use phone or text contact for emergencies or changes the day of the exchange.

9. 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 (which should be convenient for the party exercising the parent time). Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time. The parties are entitled to a virtual/call once a day for 15 min at time convenient for exercising parent to not interrupt meals and bed.

10. Travel. When the child travel with either parent overnight, all of the following will be provided to the other parent at least 24 hours prior to departure: (a) an itinerary of travel dates; (b) destination; (c) places where the child or traveling parent can be reached; (d) and, the name and

telephone number of an available third person who would be knowledgeable of the child's location.

11. 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. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in. Given this is an equal parent time arrangement, the parties shall equally contribute to taking the child to her extra-curricular activities and medical appointments.

12. Special Events. 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 visitation schedule.

13. Mutual Restraining. The following mutual restraining orders shall be in place:

a. The parties shall not make disparaging remarks to one another or to their child about the other in the child/children's presence, either verbally, in writing or otherwise. The parties shall also be restricted from allowing third parties to do anything that they themselves cannot do, and if such

third parties are doing such things, that the child shall be removed immediately.

b. Both parties are mutually restrained from stalking, harassing, physically harming or abusing or threatening to harm or abuse the other party.

c. The parties shall encourage a relationship with the other parent and shall not engage in any form of alienation of affections of the other parent to the child.

a. Transportation. The parties will utilize school-to-school exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon. Said pickups shall be curbside. If there is a locked gate, then the party will wait outside of the secured area or gate. The parties shall have the child ready on time for pickup. If a party does not make the child available for pickup on time, then the party shall be entitled to knock on the person's door.

14. Third-Party Transportation. A step-parent, 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 will be with the child by 7 p.m.

15. Passport. No international travel without written consent. Written consent should not be unreasonable withheld. The parties shall coordinate and work together for the child to get the passport.

16. Advisory Guidelines. The advisory guidelines in Utah Code Ann. § 81-9-202 shall apply.

17. Surrogate Care Provider. Maria (paternal grandmother to child) is the preferred surrogate care provider while Petitioner is deployed.

FINANCIAL SUPPORT FOR THE CHILD

18. Child Support. Child Support shall be calculated as according to Utah Code Ann. § 81-6-203, *et seq.* Child support shall be ordered as follows, based on the stipulation of the parties:

- a. Mother's gross monthly income is \$3813 per month.
- b. Father's gross monthly income is \$2752 per month.
- c. Under parent time consistent with the military provision in ¶ 6 above.
Father shall pay to Mother \$327 per month in child support.
- d. Under parent time consistent with Utah Code Ann. § 81-9-303, Mother shall be designated as having 220 overnights. Father shall be designated as having 145 overnights. During this time, Father shall pay to Mother \$186 per month in child support. This shall automatically switch as indicated in the Decree.

e. Under parent time consistent with Utah Code Ann. § 81-9-305, Mother shall be designated as having 182 overnights. Father shall be designated as having 183 overnights. During this time, Mother shall pay to Father \$70 per month in child support. This shall automatically switch as indicated in the Decree.

f. Child support shall be effective February 1, 2025.

g. Child support shall be due and payable as follows: ½ due by the 5th of the month and ½ due by the 20th of the month.

h. If there is a change of income of 30% or more, there is not a 1- or 3-year requirement under the Code for the first four years after the entry of the order. The parties shall notify the other party if their income increases by 30% or more.

19. 1Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will 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 and intends on providing further coverage.

a. 2Each 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. ³Each 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. If both parties are covering the minor child, then they shall be responsible for their own insurance premiums.

c. ⁴The 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 will 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 should 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 are 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. If the parties have double coverage for insurance for the child, each party shall pay their own insurance policy premium.

20. Childcare Expenses. The parties shall adopt Utah Code Annotated §78B-12-214, and each parent shall equally share the reasonable work-related childcare expenses for the minor child. Each party will be given the opportunity to provide childcare before they have to pay for a child care expense on the other parent's time for work-related childcare. Care by family and friends presumed to be free, and should be used first. Maria shall be the preferred surrogate care.

21. 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/children may be involved in. 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/children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. Again, because this is an equal parent time arrangement, the parties shall reasonably agree to the child/children's participation in extra-curricular activities to ensure she can participate in such activities during both parent's time. If a party does not agree to an activity, the other parent cannot schedule an activity that conflicts with parent time.

22. 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. The parties agree that this does not include private school tuition. 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.

23. Advisory Guidelines. To the extent that they would not conflict with any provisions herein, the advisory guidelines contained in Utah Code Ann. § 81-9-202 shall apply.

TAX CREDITS

24. Dependency Exemption/Tax Credit. The parties will share the dependency exemption/tax credit for the minor child as follows:

- a. Sacha shall claim the child for the tax years of 2025 and 2026. This was done in consideration for claims of daycare/medical debt arrearages in the amount of \$2,750.
- b. Thereafter, Christopher shall claim the child for odd-numbered tax years and Sacha claim the child in even-numbered years.
- c. The party obligated to pay child support can claim the child if that party is current on his child support obligation by December 31st of any tax year.
- d. Any future stimulus payments shall be equally divided between the parties, assuming the supporting party is current on support obligations. If the supporting party is not current on support obligations by the end of the month when the stimulus payment is issued, then the party will forfeit their share of the stimulus payment to the other party, which will be used to satisfy the deficiency in the support obligation. Any excess shall be awarded to the party receiving support obligations.

ALIMONY

25. Neither party shall be awarded alimony, as they are fully capable of supporting themselves. Alimony shall be barred forever.

DIVISION OF ASSETS AND LIABILITIES

26. Personal Property. The parties have accumulated personal property during the marriage. The parties' personal property shall be divided as follows:

Personal Property	Awarded To
Belongings and possessions in Sacha's possession	Sacha
Belongings and possessions in Christopher's possession	Christopher

The parties have already divided their property.

27. Financial Accounts. The parties have accumulated financial accounts during the marriage. The parties' financial accounts shall be divided as follows:

Financial Account	Awarded To
Accounts in Sacha's name	Sacha
Accounts in Christopher's name	Christopher

The parties have divided their financial accounts.

28. Debts. The parties accumulated debt during the marriage. The parties' debts shall be divided as follows:

Debt	Awarded/Assigned To
Debts in Sacha's name	Sacha

Debts in Christopher's name	Christopher
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29. The parties shall be awarded and assigned the debts in the table above. Additionally, if they are any undisclosed debts, the party shall who failed to disclose the debt shall be fully responsible for the debt. Any other debts not listed above shall be assigned to the party whose name is associated with the debt.

30. The parties shall not incur any other joint debts with the other party. If there are any joint debts that are not addressed above, the parties shall be equally responsible for equal payments for such debts.

31. Retirement. The parties have no retirement accounts to divide.

32. Business Interests. The parties have no business interests to divide.

33. Real Property. The parties have no real property to divide.

MISCELLANEOUS

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

35. Waiver of Claims. The parties shall waive any and all claims that either party can assert against one another, including claims for child support arrearages or arrearages for financial support for the child.

36. The parties had a series of disputes, but agreed to a series stipulations incorporated into the Decree.

SO ORDERED

(signature of Court on top of First Page)

Approved as to form:

/s/
Angela Elmore
Counsel for Respondent
(signature affixed by Brody Miles with permission)

RULE 7 NOTICE

The foregoing is served pursuant to Utah R. Civ. P. 7. Respondent shall have 7 days to file an objection from May 28, 2026. Failure to do so may result in judgment being entered.

CERTIFICATE OF SERVICE

I hereby verify that the foregoing is served to Respondent via her counsel Angela Elmore via her email on June 25, 2026.

/s/ Brody Miles