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**IN THE FOURTH DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:	DECREE OF DIVORCE
MARIA ANTONIETA BENCOMO NAVARRO, Petitioner,	
and	Case No. 264400442 Judge: THOMAS LOW Commissioner: MARIAN ITO
NOE FABRICIO ESCAMILLA, Respondent.	

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Maria Antonieta Bencomo Navarro (“Marias”) is awarded a Decree of Divorce from Noe Fabricio Escamilla (“Noe”) on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

1. Maria and Noe were married on August 14, 2020, in Provo, Utah, and are presently married. The parties separated on or about August 27, 2025, and do not currently reside together.

2. The parties have one minor child born as issue of their marriage, to wit: N.I.E.B, born June 2021.

3. Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor child and has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the child has lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

4. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship. Additionally, Noe was deported to El Salvador, which has further contributed to the breakdown of the marriage and made reconciliation impracticable. Is this good? Main reason for divorce is because he got deported.

5. This Petition is being filed as a Tier 4 case because it is a domestic matter.

MINOR CHILD

6. Neither party is receiving any public assistance for the benefit of the dependent child.

7. Pursuant to Utah Rule of Civil Procedure 100(a), Maria states upon information and belief that there are no proceedings for custody, child support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor child filed or pending in the Juvenile Court of this or any other state.

8. **Physical Custody:** Maria is a fit and proper parent and has been the minor child's primary caretaker. Maria has historically provided the daily care and decision-making related to

the child's education, medical treatment, religion, upbringing, and other activities in which the child engage. Therefore, it is in the best interests of the parties' minor child that Maria be awarded sole physical custody.

9. Legal Custody: Pursuant to Utah Code 81-9-205, it is in the minor child's best interest that Maria be awarded sole legal custody based on the following:

- a. The child in this action have special needs which makes joint legal custody impractical.
- b. The physical distance between the parties makes joint legal custody impractical because joint decision-making would be difficult or interfere with the best interest of the children.

10. In the alternative, if the court does not determine that sole legal custody is in the child's best interest, the parties should be awarded joint legal custody subject to the terms of the Parenting Plan herein.

11. Parent-Time: Noe should have parent-time as the parties agree. If the parties are unable to agree, then Noe should not have any parent-time until further order of the court.

12. Holidays and Summer Parent-Time: Noe should have holiday or extended parent-time as the parties agrees.

13. Virtual Parent-Time: Both parents should allow the minor child unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

14. Drugs and Alcohol: The parties should be restrained from consuming illegal drugs or non-prescribed prescription drugs, or abusing prescription drugs at any time. The parties should be restrained from abusing alcohol while the minor child are in their care or immediately prior to parent-time. If either parent suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the other parent to submit to a drug test. Such testing should include, at a minimum, an observed 7 panel drug test, or a hair follicle test if they have not completed any other drug tests within the last 12 months. Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so. If the drug test is not completed within 24 hours, it should be considered positive for illegal drugs. Such tests should initially be at the expense of the requesting parent, subject to reallocation of costs described below.

- a. The parent who submits to an observed 7 panel drug test or hair follicle test should instruct the testing facility to release copies of the results to the requesting parent and should execute any release forms required by the testing facility to effectuate this release of results.
- b. If the drug test comes back positive for illegal drugs, any non-prescribed prescription drugs, or elevated levels of prescription drugs (above the level prescribed), then the parent who failed the test should immediately reimburse the requesting parent for the cost of the test. Furthermore, that parent should

be restrained from exercising parent-time until they can affirmatively prove that they are no longer abusing any substances.

15. Address and Phone Number: The parties should keep each other informed of their address and telephone number at all times.

CHILD-RELATED FINANCES

16. Child Support: Maria and Noe should pay child support in this case pursuant to Utah Code, Sections 81-6-202 through 305, based upon the parties' gross monthly incomes, including imputed gross monthly incomes, and the number of overnights awarded to each party.

a. The child support will be paid until (1) a minor child reaches the age of majority or graduate High School in the 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 80-7-105.

b. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

c. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9-104. 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 will apply to existing and future payers.

d. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

17. Medical Insurance Coverage: The party with the best coverage should be ordered to maintain in force any and all health insurance for the minor child, when it is available at a reasonable cost and the insurance coverage is accessible to the child.

18. If at any time the child are covered by the insurance plans of both parents, Maria's plan should be designated as primary coverage and Noe's plan should be secondary coverage for the child. *Utah Code 81-6-208(3)(c)*.

19. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and should retain the same designation for primary or secondary insurance as described above.

20. If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- a. Reasonableness of the cost;
- b. Availability of a group insurance policy;
- c. Coverage of the policy; and
- d. Preference of the custodial parent.

21. The party who carries the insurance on the child should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment on or before January 2 of each calendar year. That party should notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

22. Medical Insurance Premiums: In accordance with Utah Code 81-6-208(3)(d), both parties should share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of minor children of the parties. The insurance premium should be automatically added to or subtracted from the child support obligation above.

23. Out-of-Pocket Medical Expenses: Each party should pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor child including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses,

including deductibles and co-payments, incurred for the dependent child and actually paid by either parent.

24. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor child should provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

25. Notice to Medical/Dental Expense Creditors: Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501(2)-(4), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Utah Code 81-4-501(2)-(4), 81-4-204, or 81-6-208, or an administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

- a. Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;
- b. Notify the particular creditor of that party's current address; and
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

26. Childcare: Each party should be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. *Utah Code 81-6-209.* If a family member is providing childcare, then it should be presumed that those services are being provided free of charge. The parties should provide written verification of the cost and identity of the childcare provider to the other party, and should promptly notify the other party of any changes.

27. Taxes: Maria should claim the child as a dependent for tax purposes and be awarded any tax credits related to the children for the purpose of calculating her State and Federal income taxes each and every year.

28. Extracurricular Activities: If the parties have agreed in writing to the child's participation in an extracurricular activity, then they should equally share the costs associated therewith. Neither party is obligated to facilitate the child's participation in an extracurricular activity during their parent-time if they did not agree to the child's involvement.

29. Education-Related Expenses: The parties should be equally responsible for any and all of the children's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

PARENTING PLAN

In the event the court denies Maria's request for sole legal custody of the minor child, then the following terms should be entered as a parenting plan.

30. Mutual Restraining Order: The parties are 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. Both parties are 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.

31. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

32. Communication: Each party is restrained from using the minor child as messenger for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the child shall be provided to the other parent as soon as practical.

33. Child Rearing: The parties shall focus their attention on conversations about the child rather than each other. The parties shall encourage the child to understand that differences in parenting styles and households occur, and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the child so long as it is not detrimental to the child's development.

34. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: bedtime, homework, types of movies and video games the child are allowed to watch/play, and frequency of television and computer time. Should the child complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the child in that regard. If it is perceived by one party that the discipline

of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the child.

35. Medical Information: Both parties have the right to obtain medical information on the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

36. Educational Information: Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

37. Notice of Activities: Both parties will have the right to be notified by the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

38. Decision-making: All major decisions concerning the child, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed.

Further, the parties will use the following decision-making procedure:

- a. Identify the issue
- b. Develop possible solutions
- c. Choose the most sensible solution that considers the needs and interests of everyone involved

39. Tie-Breaking Procedure: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, Maria will have the final say subject to Noe's right to bring the issue before the court.

40. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

41. Day-to-Day Decisions: Whichever parent has the child in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

42. Implementation of Treatment: Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the child as prescribed by a doctor.

43. Religion: The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents. Both parents are free to choose an appropriate religion to participate in with the child and are likewise free to refrain from being affiliated with a religion. If the minor child express interest in learning about other religions, the parties shall support the same.

44. Out-of-State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for

emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(19).

45. International Travel: International travel with the child shall be permitted, so long as the travel is done with Noe's oldest son and does not exceed one week in duration. The traveling parent shall provide the other parent with a brief itinerary at least one week prior to travel, including a telephone number for emergency communication. The itinerary must also include a copy of the child's round-trip airline ticket showing the scheduled return date. The parties shall equally share the cost of the child's airfare expenses.

46. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209.

47. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent will or allow others to permanently change the appearance of the child's body, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

48. Corporal Punishment: The parties will refrain from using corporal punishment with the minor child and shall keep third parties from doing so.

49. Romantic Partners: The parties shall not have romantic or unrelated opposite sex guests spend the night while the child is present unless they are in a serious relationship (dating for more than six months), engaged, or married.

50. Mediation Before Litigation: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve

the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.

DEBTS AND OBLIGATIONS

51. During the course of the marriage, the parties acquired certain debts and obligations. Maria is unaware of any joint debts. Each party should be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt should be responsible and liable for it.

52. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

53. Pursuant to Utah Code 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

54. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which have already been divided.

55. **Secured Debt:** Each party being awarded property should also be responsible for the debt associated therewith.

56. Accounts: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties should be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

57. Personal Belongings: Each party should be awarded their own personal belongings.

58. Businesses: During the course of the marriage, the parties have not acquired an interest in any business entities.

RETIREMENT ASSETS

59. Neither party has acquired an interest in any retirement, pension, or profit-sharing account through their employment during the course of the marriage.

REAL PROPERTY

60. During the marriage, the parties have not acquired an interest in real property.

MISCELLANEOUS

61. Alimony: Both parties to this action are able-bodied and employable, and neither party should be awarded any alimony from the other.

62. Mutual Restraining Order: The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

63. Delivery of Documents and Duty to Sign Documents: Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90

days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

64. Interpretation/Applicability: This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

65. Severability: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

66. The court should grant such other and further relief as it may deem just and appropriate in this matter.

67. Disclosure: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party

failed to disclose an asset, the other party may be awarded the entirety of that asset.

68. Full Settlement: Contingent on the court entering final orders fully consistent with the terms hereof, this Agreement shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them. Both parties acknowledge that this Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read this Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable, and in the best interests of the parties' child.

69. No Construction Against Drafter: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting this Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the court now concludes as follows:

1. That this court has jurisdiction over the subject matter of this action and the parties to this action.
2. That Maria is entitled to a Decree of Divorce and that such should become final upon its entry as provided by law.
3. That the provisions settling all issues in this action, as set forth in the Findings of Fact, are equitable and should be incorporated into the Decree of Divorce.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

Noe Fabricio Escamilla, *pro se*

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

NOE FABRICIO ESCAMILLA: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Maria's counsel 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 this 1st day of June 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Noe Fabricio Escamilla, *pro se*
Fabricio4701@hotmail.com

/s/ Joshua C. Brant
Joshua C. Brant
Attorney for Maria Antonieta Bencomo
Navarro