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

IN THE MATTER OF THE MARRIAGE OF

**JOSELYN RAQUEL PALOMAR
RODRIGUEZ,**

Petitioner,

v.

KEVIN MENJIVAR FLORES,

Respondent.

DECREE OF DIVORCE

Case No. 264400623

Judge: Roger W Griffin

Commissioner: Marian Ito

BASED UPON the Findings of Fact and Conclusions of Law filed herewith, IT IS
HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the parties are hereby awarded a Decree of Divorce, said Decree to become final upon its being signed by the Court and entered in the Office of the Fourth Judicial District Court Clerk.

DIVORCE

2. The Stipulation resolves all of the Parties' issues. The Parties agree that Joselyn will be granted a divorce based on the grounds of irreconcilable differences. There have arisen

irreconcilable differences between the parties, making it impossible to continue the marital relationship. The Parties are not asking that any issues be decided at trial.

JURISDICTION

3. Joselyn is a bona fide resident of Utah County, State of Utah, and has been for at least 3 months immediately prior to the filing of this action.

4. Kevin is a bona fide resident of Utah County, State of Utah, and has been for at least 3 months immediately prior to the filing of this action.

MARRIAGE STATISTICS

5. The parties were married on June 23, 2023, in Provo, Utah, and are presently married.

6. The parties have no minor children, and no children are expected of this union.

GROUND

7. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship. A Decree of Divorce should be entered on the grounds of irreconcilable differences.

PRENUPTIAL AGREEMENT

8. The parties entered into a Prenuptial Agreement (“Prenup”) on June 15, 2023, attached as **Exhibit “A”** to the Stipulation and should be bound by the conditions of that contract. The Stipulation is consistent with the terms of the Prenup.

ALIMONY

9. Inasmuch as this is a marriage of short duration, and both parties are capable of supporting themselves, neither party is awarded alimony. Additionally, each party’s income

remained their own separate property during the marriage, and neither party has claim on the other's income per the terms of the Prenup.

DEBTS AND ASSETS

Personal Property

10. Each party is awarded their separate personal property brought into the marriage, including vehicles.

Assets

11. The parties have maintained their separate accounts that they brought into the marriage, and have not comingled those accounts. Accordingly, all accounts remain separate property and are not marital property. Each party is awarded their own separate accounts.

Debts

12. The parties have no marital debts.

13. All other debts are assigned to the party who incurred the debt, with the other party being held harmless. If one party is required to pay debt incurred by the other party in order to protect their credit or in response to a debt collection action, they shall be entitled to a judgment from the other party in the amount they had to pay, plus attorneys' fees and costs related to the collection of that judgment.

14. Delinquency in Payment. 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 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. To Joselyn's best knowledge, there is no joint-secured debt.

Real Property

15. Each party has their own separate real property that was acquired before the marriage. No joint real property was obtained during the course of the marriage. Accordingly, each party is awarded their own separate real property.

Business Interests

16. Joselyn has her own business interest in the family-owned business PNL Construction, Inc. that were acquired before the marriage. All business interest in PNL Construction, Inc. remains Joselyn's separate property and is awarded to her.

Retirement

17. Each party shall retain their own retirement accounts and release any claim on any retirement accounts the other may have.

Taxes

18. The parties have previously filed their taxes using the "married, filing join" status. They will work together to determine the most advantageous filing status for the 2025 tax year and equitably share in any refund or outstanding tax obligation as they have previously agreed with the advice of their tax preparation professional. Beginning in 2026, the parties shall file their taxes separately.

MISCELLANEOUS PROVISIONS

19. The parties shall be ordered to sign all necessary documents necessary to effectuate the decree of divorce within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document pursuant to Utah Rules of Civil Procedure Rule 70.

20. Before any modification of the decree of divorce, the parties will return to mediation except to enforce or for emergencies.

21. If either party fails to comply with any order of the court in this matter without sufficient justification, the noncompliant party shall be liable to the other party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the court's order.

22. If this matter is uncontested, each party shall assume their respective attorneys' fees and costs. However, if Kevin unreasonably contests this Petition, Kevin should be responsible for Joselyn's attorneys' fees and costs incurred in this matter, as well as his own.

23. The Prenup contains a dispute resolution procedure requiring mediation and arbitration in the event of a dispute regarding the terms of the Prenup.

24. Joselyn and Kevin hereto each warrant and represent that they fully understand all the terms, conditions and obligations set forth and encumbered upon each of them by virtue of the Stipulation. The parties acknowledge that they believe the Stipulation to be fair, just, and reasonable. Each party fully understands the facts behind the Stipulation and acknowledges that the terms set forth in this document accurately reflect his or her understanding and agreement and that he or she is signing the Stipulation freely and voluntarily. Kevin further warrants and

represents that he understands that he has a right to consult an attorney of his choice for advice in this matter.

DECREE IS SIGNED WHEN EXECUTED BY THE COURT DIGITALLY ABOVE

END OF ORDER

Approval as to form:

/s/ Kevin Menjivar

**Signed with permission granted via email on March 13, 2026 at 3:37 pm.*

CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2026, a true and correct copy of the foregoing, **DECREE OF DIVORCE (Proposed)** was emailed to the following:

Kevin Menjivar
kevin.menjivar98@gmail.com

/s/ Rachel Mabey Whipple
Rachel Mabey Whipple