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Attorney for Respondent

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

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|----------------------------------|------------------------------------|
| In the matter of the marriage of | DECREE OF DIVORCE |
| JUVENTINA RODRIGUEZ, | |
| Petitioner, | Case No.: 254906334 |
| and | Judge: Kara Pettit |
| TOMAS RODRIGUEZ, | Commissioner: Russell Minas |
| Respondent. | Tier 4 |

Petitioner Juventina Rodriguez having filed a Petition for Divorce against the Respondent Tomas Rodriguez; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues. Whereas, it is the intention of the parties that this Agreement be incorporated and approved by the Court as a *nunc pro tunc* Decree of Divorce.

The Court having reviewed the Stipulation, the court file and documents contained therein and otherwise being fully apprised herein and the Court having previously entered

its written Findings of Fact and Conclusions of Law.

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. JURISDICTION:

a. Petitioner is a bona fide and actual resident of Salt Lake County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.

b. Respondent is a bona fide and actual resident of Salt Lake County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.

2. DIVORCE:

a. Decree of Divorce was entered in Hidalgo, Michoacán, Mexico: Tomás Rodríguez Corona and Juventina Cisneros Escobar, Book 2, Certificate No. 261, Locality: Guadalajara, Document No. 5353751 (hereinafter “Mexican Decree of Divorce”).

b. The Mexican Decree of Divorce is a valid foreign-country judgment, final, conclusive, and enforceable under Mexican law.

c. The Mexican Decree of Divorce complies with the requirements of Utah Code Ann. §78B-5-453.

d. The Mexican Decree of Divorce does not violate Utah public policy and was rendered in accordance with due process.

e. The parties agree to request leave of the Court to set their date of divorce *nunc pro tunc* to March 23, 2022, to match the date of the Mexican Decree of Divorce. Should the Court deny a *nunc pro tunc* date of divorce, the parties agree and stipulate to the registration of the Mexican Decree in Utah under the Utah foreign judgment act, Utah Code Ann. § 78B-5-453. If such actions are necessary, the property division and agreements in this Decree shall remain binding upon the parties and shall be filed as a supplemental Order on the foreign judgment.

3. MARRIAGE: The parties were married on June 21, 1975, in Guadalajara, Jalisco, Mexico and are presently married.

4. GROUNDS: That during the course of the marriage, irreconcilable differences have arisen making the continuation of the marriage relationship both impossible and impracticable. The parties separated on or about May 2018.

5. CHILDREN: The parties children have all reached the age of adulthood. There are no minor children.

6. REAL PROPERTY:

Each party is awarded any real property in their own names free and clear of any claim from the other party.

7. PERSONAL PROPERTY:

- a.** During the course of the marriage, the parties acquired certain items of personal property, which shall be awarded as already divided.
- b.** Each party shall be solely responsible for any maintenance, payments, or loans on the vehicle they currently drive.
- c.** Other marital property shall be divided as the parties agree.

8. BUSINESS:

There are no business interests between the parties.

9. PENSION AND RETIREMENT ASSETS:

There are no retirement accounts between the parties.

10. BANK AND FINANCIAL ACCOUNTS

During the course of the marriage, the parties have acquired certain bank and financial accounts. Said financial accounts shall be divided as follows:

- a.** Each party should retain their respective accounts free and clear of any claim from the other.

11. DEBTS:

- a.** During the course of the marriage, the parties have acquired certain debts, which shall be divided as follows: each party shall be ordered to assume, pay, and hold the other party harmless from liability on all debt in his or her own name.
- b.** The parties shall be restrained from incurring any debt or obligation on

any joint account and on any account in the name of the other party.

c. Pursuant to Utah Code Ann. §81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

12. ALIMONY:

a. Respondent shall pay Petitioner \$400 a month in alimony for a term of five (5) years, (60 months), beginning April 1, 2026. Alimony shall earlier terminate upon Respondent's death, or upon Petitioner's death, remarriage, or cohabitation with another person.

b. Payment will need to be made every 1st of the Month to the following account:

Mountain America Credit Union
Name on Account: Jose M. Rodriguez (Son manages her finances)
Routing No. 324079555
Account No. 501009400288

13. MAIDEN NAME: That Petitioner should be restored to her maiden name of *Cisneros*, if she so desires.

14. ATTORNEYS FEES:

a. That each of the parties will pay their own attorney fees and court costs if this matter.

15. MUTUAL NON-HARASSMENT:

The parties should be subject to the following Mutual restraining Order:

- a. Both parties are mutually restrained from harassing, annoying, swearing at, demeaning, or otherwise bothering the other party in person or online. Should the parties need to communicate, communication should be respectful.
- b. Neither party should enter the residence and/or work location of the other party unless they are invited to do so.
- c. Notwithstanding the foregoing, Respondent shall be permitted to access the residence of the parties' adult daughter for the limited purpose of retrieving his tools and work materials, provided that he gives at least twenty-four (24) hours advance notice to Petitioner and does so only at times mutually agreed upon by the parties. Such access shall not be deemed a violation of the mutual restraint provisions of this Order.

16. CIVIL RESTRAINING ORDERS:

- a. Each party should be permanently restrained from bothering, harassing, annoying, threatening or harming the other.
- b. The parties should not malign or defame the other.
- c. The parties should not interfere with the lives and relationships of the other or with family members of the other party.
- d. The parties should be mutually restrained from disparaging one another to the children, alienating, or otherwise interfering with the other's relationship with the children.

- e. The parties should be restrained from making any derogatory comments in the presence of the children or allowing any third party to.
- f. Each party should be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

WHEREFORE, premises considered, Petitioner prays for Judgment against the Respondent as follows:

- 1. Petitioner should be awarded a Decree of Divorce from the Respondent consistent with the allegations and statements contained in said Stipulation Agreement.
- 2. That each of the parties should pay their own attorney fees and court costs if this matter remains uncontested
- 3. For all such other and further relief as the Court may deem just and proper under the circumstances.

1. VOLUNTARY ENTRY:

- a. That we, through our respective signatures below, attest and affirm that we have read, understood and agree to the terms of the foregoing.
- b. That we are each voluntarily entering this agreement, that this is not being signed under duress, pressure or promise that is outside the foregoing terms and conditions.
- c. That by signing below we are individually and collectively attesting this is the full and complete agreement and these terms and conditions are binding upon us.

////////////////////////////////////END OF DECREE////////////////////////////////////

***** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court *****

Approved as to form and content:

By signing below, I also give approval
and authorization for counsel to
electronically sign this document on
my behalf when it is e-filed with the
Court.

/s/ Alex Maynez (Kevin G. Richards signed with Permission)
Alex Maynez
Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the
foregoing document will be submitted for signature at the expiration of seven days unless written
objection is filed within that time period.

DATED May 12, 2026

RICHARDS & RICHARDS LAW FIRM,

/s/ Kevin G. Richards
Kevin G. Richards
Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Alex Maynez

☐ U.S. Mail
☐ E-Mail
☐ Hand delivery
☒ E-Filed

The foregoing was performed on May 12, 2026

/s/ Gaby Valdez
Paralegal