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

In the Matter of the Marriage of, EMILY SHIRIN MAGANA, Petitioner, and DANIEL MAGANA II, Respondent.	DECREE OF DIVORCE Case No. 264900723 Judge Adam Mow Commissioner Kim M. Luhn
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

JURISDICTION AND VENUE

1. Residency: Daniel is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were married on October 5, 2024, in San Diego, California, and are presently married.
3. Grounds: The parties are presently married and are obtaining a divorce.

Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
4. Children. The following are minor children of the parties.

Name	Date of Birth
SM	02/22/2025

PARENTING PLAN

5. Custody/Parent time. Emily shall have sole physical custody of the minor child.

Parent time shall be as the parties agree but in the event of a disagreement, Daniel shall be entitled to the following parent time:
 - a. Phase I: Daniel shall continue to have supervised parent time for six (6) hours per week until he produces an initial clean 5 panel hair follicle test and then a second clean 5 panel hair follicle test within 90-100 days after the first hair follicle test. Daniel shall pay for the two hair follicle tests. Until June 25, 2026, the parties shall equally share the costs for professional supervised visitation. After June 25, 2026, Daniel shall be responsible for the costs for professional supervised visitation. Should the parties agree, they may use a 3rd party supervisor in lieu of an agency that has a cost.

- b. Phase II: When Daniel produces two clean hair follicle tests, he shall then have unsupervised parent time for eight (8) hours on Saturday and eight (8) hours on Sunday, every other weekend. This phase shall last for two (2) months. When Daniel moves to Phase II, Emily shall take the necessary steps to amend any criminal protective orders that prohibit contact between the parties so that they can communicate about parent time and any issues regarding their child.
- c. Phase III: After Phase II, Daniel shall then have an overnight from 8:00 am on Saturday until Sunday at 6:00 pm. This phase shall last for two (2) months.
- d. Phase IV: After Phase III, Daniel shall then have parent time pursuant to U.C.A. §81-9-302, which shall be as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Emily	Emily	Daniel (5:30 pm to 8:30 pm)	Emily	Daniel (pick up at 5:30)	Daniel	Emily (Emily picks up at 7:00 pm)
Week 2	Emily	Emily	Daniel (5:30 pm to 8:30 pm)	Emily	Emily	Emily	Emily

6. Holidays: When Daniel enters Phase IV, holidays shall be as the parties agree but in the event of a disagreement, holidays shall be pursuant to the following schedule:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on Dr. Martin Luther King Jr. Day:	Daniel	Emily
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on the day before school resumes.	Emily	Daniel
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 8:30 pm on the day before school resumes.	Daniel	Emily
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on Memorial	Emily	Daniel

	Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Emily	Emily
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Daniel	Daniel
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Daniel	Emily
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Emily	Daniel
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on Labor Day	Daniel	Emily
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 8:30 pm on the day before school resumes	Daniel	Emily
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Emily	Daniel
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Daniel	Emily
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on the day before school resumes.	Emily	Daniel

Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Daniel	Emily
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 8:30 pm on the day before school resumes after the winter break.	Emily	Daniel
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Emily	Daniel
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Daniel	Emily

7. Extended Parent-time. During the summer, each party will receive two (2) uninterrupted weeks of parent-time.
8. Notification of Extended Time. Both parents should provide notification of extended parent-time or vacation weeks with the child by May 1 each year with Emily having first choice of extended time in even numbered years and Daniel having first choice of extended time in odd numbered years. If notification is not provided timely, the complying parent may determine the schedule for extended parent-time for the non-complying parent. For 2026, Emily shall provide notification by June 1st. Daniel shall have extended parent time when he is in Phase IV as described above.

9. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, major and discretionary medical treatment, and religious upbringing shall be mutually agreed to by both parties. In the event, the parties do not mutually agree Emily shall have final decision-making authority. Both parties shall have the authority to make emergency and routine decisions regarding the child's day-to-day activities when the children are in his or her care.
10. 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 is 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, a 5 panel hair follicle test. Once requested, the drug test must be completed within 48 hours, if reasonably practical to do so. If the drug test is not completed within 48 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 a 5 panel hair follicle test shall instruct the testing facility to release copies of the results to the requesting parent or his or her counsel 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 shall have supervised parent time for eight (8) hours per week. The supervisor shall be mutually agreed upon by the parties. If the parties are not able to agree on a supervisor, then the party that has supervised parent time shall pay for the costs of professional supervised visitation.
 - c. A party may only request a hair follicle test once every three months.
11. Relocation. If either party relocates to a distance greater than 150 miles from the other, the parties shall be bound by U.C.A. §81-9-209.
12. 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 that is not available through the school calendar or school email. The parties shall have the obligation to obtain all information of any school programs, extracurricular

activities and sporting events their child may be involved in from the school and not the other parent.

13. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.
14. Transportation: While protective orders are in place, parent time exchanges should be through a mutually agreed upon third party. When there is no protective order in place, the parties shall mutually agree on a public location to exchange the child. The parties shall remain civil during parent time exchanges.
15. Dispute Resolution. If the parties have any future disagreement pertaining to their child or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties files a petition to modify the orders. The parties both agree, however, that neither party is required to mediate before filing a motion to enforce the orders; and that either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.
16. School: The child's schools shall be based upon Emily's address.

17. Communication. Once any protective orders allow for communication, the parties shall utilize Talking Parents to communicate. The parties will use phone or text contact for emergencies only.
18. 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 virtual 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.
19. Activity Costs. Each party should be ordered to assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon in writing extracurricular activities that the minor child might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within 30 days of payment or receiving the same and should be reimbursed by the other party within 30 days of receiving verification of incurred expenses.
20. 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, unless the parties mutually agree in writing. The parties shall pay the school directly if possible. If it is not possible, 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.

21. Travel. When the child travels with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

22. Mutual Restraining.

- a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor child of the parties (or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the child and the other parent; both parents are ordered to

encourage the creation and maintenance of a strong and healthy relationship between the other parent and the child.

- b. The parties are further enjoined from discussing custody or this divorce action with the child in any way or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.
- c. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
- d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting and shall remove the child from any situation in which the other parent is being disparaged in any way.

23. Passport for the child: Daniel shall go to Emily's attorney's office within seven (7) business days of the signing of this Stipulation to fill out the required passport form for the child. Daniel shall pick up his wedding ring at Emily's attorney's office after he fills out the required passport forms.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Daniel's gross monthly income is \$4,853.00 per month.

Emily is unemployed but shall be imputed income in the amount of \$1,257.00 per month. Daniel's child support obligation shall be \$600.00 per month commencing June 1, 2026.

25. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

26. Medical/Dental Expenses. Daniel currently has primary health insurance through Motiv Health for the minor child. 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. §78B-12-212. The child currently has secondary covered by Medicaid insurance.

- a. The parties 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 children 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. Each 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.
- c. The 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 children 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 Emily shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Daniel 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 at any point the child is covered by both parties' insurance plans through their employer, then the parties shall be responsible for their own insurance premiums without contribution from the other.

27. **Childcare:** The parties shall equally share work related childcare costs pursuant to U.C.A. §81-6-208.

28. **Dependency exemption.** Emily shall be entitled to claim the child for taxes in odd years and Daniel shall be entitled to claim the child for taxes in 2026 and all even years. Daniel's ability to claim the child for tax purposes shall be conditioned on Daniel being current with child support by December 31st of the tax year in which he wants to claim the child.

29. **Real Property.** The parties do not own any real property.

30. **Personal Property.** The parties' items of personal property have already been divided between the parties with the exception of Daniel's wedding ring. Emily shall drop the ring off at her attorney's office within seven (7) days of the signing of this Stipulation.

31. **Vehicles:** Emily shall be awarded the 2024 Honda Pilot free and clear of any claim by Daniel. Emily shall be responsible for any payments associated with the Honda Pilot.

32. Honda Ridgeline: Emily shall put the Honda Ridgeline up for sale within seven (7) days of the signing of this stipulation. When the vehicle is sold, Emily shall receive 60% of the proceeds and Daniel shall receive 40% of the proceeds. Emily shall provide proof of the sale price to Daniel through her counsel.
33. Bank Accounts: Each party shall be awarded the bank accounts in their own names.
34. Retirement Accounts: Each party shall be awarded their own retirement accounts.
35. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debt in Emily's name	Emily
Debt in Daniel's name	Daniel

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: 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 immediately 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.

36. Name: Emily will have the option of restoring her name to Emily Whiteford.
37. Alimony: Neither party shall be awarded alimony.
38. Divorce Education Courses: The parties shall complete the divorce education courses within seven (7) days of the signing of this Stipulation
39. Drafting: Both parties attended mediation and have participated actively in the drafting and revising of the stipulation. Both parties have had an opportunity to read the stipulation and to make suggested changes to the draft and it is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

40. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
41. 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.
42. Final Stipulation: The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the stipulation.

**THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Ryan S. Ficklin, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on June 2, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Daniel Magana II
Respondent

/s/ Ryan S. Ficklin
Ryan S. Ficklin
Attorney for Petitioner