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Attorney for Respondent

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

**In the matter of the marriage
of**

DECREE OF DIVORCE

MACKENZIE CAFFERTY,

Case No: 254903900

Petitioner,

**Commissioner: Michelle
Blomquist**

and

JONAH CAFFERTY,

Judge: Laura Scott

Respondent.

The Petitioner filed her Verified Petition for Decree of Divorce on the 23rd day of July 2026. The Respondent filed his Counter Petition on the 12th day of November 2025. The Petitioner signed a Stipulation and Settlement Agreement on the 13th day of August 2026. The Respondent signed a Stipulation and Settlement Agreement on the 10th day of August 2026. The

Court, having reviewed the Respondent's Declaration of Jurisdiction of Grounds in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby Order, Adjudge, and Decree as follows:

DECREE OF DIVORCE

The marriage contract between the parties is now dissolved, and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

- 1.** Jonah was an actual and bona fide resident of Salt Lake County, State of Utah, for more than three months before filing this action.
- 2.** This Court has jurisdiction over the parties' claims pursuant to Utah Code Ann. §78A-5-102.
- 3.** This Court has jurisdiction to make child custody and parent-time determinations pursuant to the current Utah Code Ann. §78B-13-101 *et seq.* at time of Decree, because Utah is the home state of the children at the time of the commencement of this proceeding.

GROUND

- 4.** Jonah and Mackenzie were married on the 26th day of September 2015, in Salt Lake City, Salt Lake County, State of Utah, and are presently married.

5. During the marriage, the parties have encountered irreconcilable differences that make continuation impossible.

6. As a result of the aforesaid grounds, the parties were separated on the 1st day of October 2023.

MANDATORY PARENTING AND ORIENTATION COURSES

7. Mackenzie and Jonah are required by law to attend the “Mandatory Parenting and Orientation Courses.” The parties have taken these courses or will do so within thirty days of the signing of the Stipulation.

CHILD CUSTODY AND PARENT-TIME

8. There have been two children born as issue of this relationship and marriage, to wit: A.M.C., born October 2017; and O.C.C., born December 2019.

9. Neither Party is currently pregnant.

10. There are no proceedings in juvenile or any other court regarding custody, criminal, protective orders, or delinquency involving the above-named children.

11. The parties are fit and proper parents and are awarded the joint physical and legal care, custody, and control of the children, with the parties to exercise their parent-time as they may agree and at reasonable times and places.

12. If parent-time cannot be agreed upon by the parties, parent-time shall be determined pursuant to the standard parent-time as outlined in the current Utah Code Ann. §81-9-303 attached hereto and incorporated herein as **Exhibit A**, with Jonah's parent-time as follows.

- a.** Weeks 1 and 3: Wednesday and Thursday overnight.
- b.** Weeks 2 and 4: Friday, Saturday, and Sunday overnight.
- c.** During the extended (summer) parent-time, the parties shall exercise joint physical custody on a week-on/week-off basis.

13. The parties shall also follow the guidelines of the Parenting Plan, attached hereto and incorporated herein as **Exhibit B**.

14. In the event that either party plans to move 50 miles or more from the residence of the other parent, that party shall abide by the provisions of the current Utah Code Ann. §81-9-209, which is attached hereto and incorporated herein as **Exhibit C**.

CHILD SUPPORT

15. It is reasonable and proper that a sum of not less than the statutory amount per month of child support is ordered as provided in the current Utah Code Ann. §81-6-303 at time of Decree, for child support.

16. Mackenzie is self-employed and should be imputed a gross monthly income of \$2,100.

17. Jonah is self-employed and should be imputed a gross monthly income of \$13,517.

18. In accordance with the current Utah Code Ann. §81-6-213, at time of Decree and based upon the parties' respective gross monthly incomes and the uniform child support worksheet, Jonah shall pay Mackenzie a monthly sum of \$1513, effective the month following the signing of the Stipulation, as and for child support, Child Support Worksheet attached hereto and incorporated herein as **Exhibit D**, continuing each month thereafter until a child becomes 18 years of age or graduates from high school during a child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated.

19. When a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, or becomes self-supporting (whichever occurs later), the base child support award shall automatically be reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award may not be reduced by a per-child amount derived from the base child support award that was originally ordered.

20. The monthly child support shall be paid one-half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless a parent uses the Office of Recovery Services to collect support. Child support that is due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support that is due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

21. Child support shall be modifiable as outlined in the current Utah Code Ann. §81-6-212(5) at time of Decree.

SCHOOL-RELATED AND EXTRACURRICULAR ACTIVITIES

22. The parties shall equally share the costs of the following expenses, so long as they are agreed upon in writing: children's fees and extracurricular activities. A party who incurs a qualifying expense shall provide written verification of the cost and payment of extracurricular expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. If the parties do not agree on a particular activity, the party that enrolled the children in that activity shall be solely responsible for the cost thereof. Unless the parties agree, a party shall not enroll the children in an extracurricular activity

that conflicts with the other party's parent-time. All the extracurricular activities the children are currently enrolled in are considered to have already been agreed upon in writing.

23. The parties shall equally split the costs of the child's school fees, school lunches, and school uniforms. Reimbursement for these expenses will be completed consistent with medical expenses as described herein.

CHILD CARE

24. The parties shall be responsible for all reasonable work-related, career, or educational or occupational-related child care expenses as incurred by them individually on behalf of the children during their parent-time.

MEDICAL-RELATED EXPENSES

25. The parties must work together to provide health care coverage for the medical expenses of the child, pursuant to Utah Code Ann. §81-6-208, attached hereto and incorporated herein as **Exhibit E**.

26. The parent who provides insurance for the children shall promptly provide the other parent with a duplicate insurance card.

27. Any reasonable out-of-pocket medical expenses incurred for the children must be equally shared between the parties. The party incurring such medical expense must provide written verification of it and proof of payment to the other parent within thirty days. The other

parent must then reimburse them within thirty days of receiving the verification.

28. Prior to service being initiated, each party must elect to create separate accounts for the children's dental, medical, and school fees.

29. If payment collection and/or income withholding through the Office of Recovery Services occurs, the parties must provide written verification to ORS within thirty days of insurance enrollment, insurance premiums, and any change in coverage or premiums.

30. Double coverage is not required, but if there is double coverage, neither party shall reimburse the other for premiums. There shall be no final decision maker on this issue.

31. If a parent's insurance plan does not cover the children but those children could be covered by that parent's romantic partner's insurance plan, the insurance plan of that person shall be treated as if it were the plan of the parent.

32. While the parties are exercising joint physical custody, each party is ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, including extracurricular activities that the children are involved in. While the parties are exercising joint physical custody, each party shall be responsible for providing clothing, school supplies, personal hygiene, and other necessities for the children when the children are in their care.

PERSONAL PROPERTY

33. During the course of the marriage, the parties acquired personal property that shall be divided as follows:

a. Jonah: 2021 Kia K5, all items in the real property awarded to him, the personal property and effects in his possession and which belong exclusively to him, his individual personal financial accounts, and the business account ending in 4019.

b. Mackenzie: 2022 Kia Sorento, all items in the real property awarded to her, the personal property and effects in her possession and which belong exclusively to her, her individual personal financial accounts, and the business account ending in 4573.

c. Besides those items listed above, the parties will divide the remaining personal property as the parties can agree (including but not limited to the children's toys and belongings). To the extent there are any remaining items that are in dispute, the parties will return to mediation, equally sharing in the cost.

d. Any property not listed above shall be awarded to the party currently in possession of it at the time of the Decree.

34. Neither party shall be responsible or obligated to carry and pay for automobile insurance coverage for the other party following entry of the parties' Decree of Divorce. Once the parties' Decree of Divorce is

entered, the parties shall seek and obtain their own independent automobile insurance policies and shall be solely responsible for paying the expense.

35. The parties shall be awarded their individual financial accounts.

36. Each party shall remove the other party's name from any current vehicle insurance policy within thirty days of entry of the parties' Decree of Divorce (if any such policy exists).

37. Each party shall remove the other party's name from any current vehicle's title and/or loan within thirty days of entry of the parties' Decree of Divorce (if any such shared title or loan exists).

38. All property and all property rights that may be vested in either party as a result of family inheritance, gifts, trusts, or similar sources shall be awarded to the party from whose family/parents it came.

39. Upon entry of the parties' Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name within thirty days of entry of the parties' Decree of Divorce.

REAL PROPERTY

40. During the course of the marriage, the parties acquired real property located at 1387 South Roberta Street, Salt Lake City, Utah 84115 ("Property"). Mackenzie shall be awarded the Property and shall be solely responsible for all debts associated with the Property,

including but not limited to mortgage payments, utilities, and other related expenses. Mackenzie is awarded all of the equity in the Property. Mackenzie will refinance and/or assume the Property within three years of entry of Decree, thereby removing Jonah's name from the loan.

41. During the course of the marriage, the parties acquired real property located at 1733 Chaparell Drive, Toquerville, Utah 84774 ("Toquerville Property"). Mackenzie is awarded the Toquerville Property and shall be solely responsible for all debts associated with the Toquerville Property, including but not limited to mortgage payments, utilities, and other related expenses. Mackenzie is awarded all of the equity in the Toquerville Property. Mackenzie will refinance or assume the Toquerville Property within three years of entry of Decree, thereby removing Jonah's name from the loan.

42. In the event Mackenzie cannot refinance or assume the Toquerville Property in her name within **three** years, the Toquerville Property shall be immediately sold, and the parties shall use Joe Gordon as their real estate agent to facilitate the sale. Mackenzie shall receive 100% of the net proceeds of the sale. The parties agree to follow their real estate agent's advice, including raising or lowering the asking price, and not to unreasonably delay or frustrate the timely sale of the Property.

a. Effective immediately, Jonah will be allowed to use the Toquerville Property up to fourteen days a year, at any time of his choosing, so long as he elects the dates before any other bookings each calendar year, until Mackenzie completes the required refinancing or assumption.

43. During the course of the marriage, the parties acquired real property located at 100 Farmer Brothers Drive, Sedona, Arizona 86336 ("Arizona Property"). Jonah is awarded the Arizona Property and shall be solely responsible for all debts associated with the Arizona Property, including but not limited to mortgage payments, utilities, and other related expenses. Jonah is awarded all of the equity in the Arizona Property.

a. Concerning existing bookings that Mackenzie has made and managed, both parties have an obligation to work together in good faith to ensure they are successfully completed. Mackenzie shall receive 20% of the gross revenue as payment. The parties will share the information necessary to calculate this percentage. After the existing bookings are finished, Jonah will manage it and receive all remaining revenue.

b. As part of the handover, Mackenzie will provide Jonah with all contacts and introductory emails or texts for cleaners, handymen, and all other existing or historical property service

providers that she has made and managed. She will continue to manage them and complete them, receiving 20% of the gross revenue as payment. Not subject to his approval. Both parties will share the info necessary to calculate this percentage. After the existing bookings are finished, Jonah will manage it and receive all remaining revenue.

c. Mackenzie will keep her Airbnb account.

44. During the course of the marriage, the parties acquired real property located at 855 E. Belmont Avenue, Salt Lake City, Utah 84105 ("Belmont Property"). Jonah is awarded the Belmont Property and shall be solely responsible for all debts associated with the Belmont Property, including but not limited to mortgage payments, utilities, and other related expenses. Jonah is awarded all of the equity in the Belmont Property.

45. The parties shall execute quitclaim deeds transferring their interest in the Properties to the other at the time of their equity payouts (if applicable) and/or the removal of one another's name from the mortgages.

DEBTS AND OBLIGATIONS

46. During the course of the marriage, the parties jointly acquired debts, liabilities, and obligations to third parties that shall be equitably divided:

- a.** Jonah: American Express, Chase, and Apple credit cards, forever holding Mackenzie harmless therefrom.

47. The parties shall be mutually restrained from incurring additional liability on joint debts or credit lines. After the parties pay the joint credit cards as outlined herein, they shall remove the other party from the accounts, or the accounts shall be closed.

48. Once divided, the responsible party shall indemnify and hold the non-responsible party harmless on any debt, liability, or obligation associated with them. The responsible party shall not include the debts in any bankruptcy petition.

49. If other joint debts are discovered after the Decree is entered, the person who incurred the debt must be solely responsible for it.

NOTICE TO CREDITORS

50. The parties shall provide a copy of the parties' Decree of Divorce to all joint creditors involved in any outstanding debts, obligations, or liabilities listed therein.

51. Therefore, each party shall:

- a.** Send a copy of the parties' Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
 - b.** Notify the joint creditor of the current address for each party;

- c.** Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.
- d.** Provide written proof of the above actions for each account in question to the other party within sixty days of the parties' Decree of Divorce being entered.

BUSINESS

- 52.** Jonah is awarded 100% ownership of the following business entities: Cafferty Enterprises, Cafferty Investments, and Cafferty & Self-Estates.
- 53.** Jonah releases and indemnifies Mackenzie of any and all liability, debt, obligation, or duty to his businesses. He will take any and all action necessary to remove Mackenzie from any duties or obligations relating to his businesses.

BUSINESS ACCOUNTS

- 54.** To the extent possible, Mackenzie will transfer listings and ratings to Jonah for the real property and businesses awarded to him herein.

He will be required to create and/or segregate his own accounts.

Mackenzie will also meet with Jonah either in person or via OFW video chat for a minimum of at least 2 hours to facilitate and provide Jonah with full access and ability to download all data from the Airbnb, VRBO, Booking.com, shared business Venmo account, Hospitable software, and Home Exchange accounts within thirty days of the signing of the stipulation. The parties acknowledge that they will both need to work with these third-party entities/vendors/sites to accomplish this goal to the extent permitted and possible under those third-party providers' own rules, regulations, etc.

ALIMONY

55. Jonah shall pay alimony to Mackenzie in the amount of \$1509, effective the month following the signing of the Stipulation, and continuing each month thereafter until the earliest of the following events to occur: (1) Mackenzie's death; (2) Mackenzie's remarriage or cohabitation with another person; (3) or the expiration of a term no longer than a period of five years.

STOCKS, BONDS, RETIREMENT, AND PENSION-RELATED ASSETS

56. The parties have not acquired any interest in investment accounts, stocks, bonds, cryptocurrencies, mutual funds, life insurance policies, retirement, or other pension-related assets.

HEALTH INSURANCE

57. Each party shall be responsible for their health insurance after the parties' Decree of Divorce has been entered.

TAX FILING

58. Unless already completed, the parties shall work together to file State and Federal taxes for any and all previous tax years in such a manner that gives them the greatest refund and/or the smallest liability. All outstanding tax refunds or liabilities shall be divided evenly between the parties. After that, the parties shall file separately.

CHILD TAX EXEMPTION, DEDUCTION, AND CREDIT PROVISIONS

59. The parties shall each be entitled to claim one of the children for income tax deduction purposes, both State and Federal, each and every year beginning with the tax year 2026, as provided in the current Utah Code Ann. §81-6-210 at the time of the Decree.

60. When the eldest has reached the age of majority and can no longer be claimed for income tax deduction purposes, the parties should alternate claiming the remaining child as an exemption, deduction, and credit for the purposes of filing federal and state income tax returns, with Jonah claiming the first applicable year.

FULL DISCLOSURES

61. If one party does not disclose an asset to the other party, the party discovering the undisclosed asset or assets must be awarded it in its entirety.

MUTUAL RESTRAINING ORDERS

62. The following mutual restraints shall enter:

- a.** The parties shall not say or do anything that would diminish the children's love and affection for the other party.
- b.** The parties shall not bother, harass, or threaten each other or the children.
- c.** The parties shall not make disparaging or derogatory remarks or statements to one another or about one another in the children's presence, either verbally, in writing, or otherwise.
- d.** The parties shall not speak with the children about litigation or divorce issues in any way, shape, or form.
- e.** The parties shall not attempt to influence a child's preference regarding custody or parent-time.
- f.** The parties shall not make parent-time arrangements through the children.
- a.** When the children are under either party's care, that party has an affirmative duty to use their best efforts to prevent third parties from doing what the parties themselves are prohibited from doing under all of the aforementioned mutual restraints. If they are unsuccessful, that party shall remove the children from the presence of those third parties.

- g.** The parties shall not post derogatory statements, pictures, or stories about the other party on any public means, website, blog, or social media site.

ATTORNEY'S FEES AND COSTS

- 63.** Each party shall be responsible for their own attorney's fees incurred during the divorce proceedings.

ENFORCEMENT

- 64.** In the event that either party fails to comply with any of the terms and conditions set forth in the parties' Decree of Divorce, it is fair and reasonable that the party in default be liable to the other for the reasonable attorney fees they incurred in order to enforce said terms and conditions pursuant to statute.

MISCELLANEOUS PROVISIONS

- 65.** Each party is ordered to take any action and to execute and deliver to the other party all such documents as required to implement the provisions of the decree entered by the Court. Should either party fail to execute a required document within 60 days of the entry of the parties' Decree of Divorce, unless otherwise specified above, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint someone else 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.

66. Mackenzie shall be entitled to resume the use of their maiden name of Johnson at any time.

67. Before filing any Petition to change any provision of the parties' Decree of Divorce, the parties shall first attempt to resolve the issue(s) through mediation, with each party paying equally the cost thereof.

-- END OF ORDER --

Signed as indicated at the top of page one

RULE 7 NOTICE TO PETITIONER

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional seven (7) days if mailed), or upon written objection.

Dated this 20th day of August 2026.

LOTUSLEGAL

/s/ Micah William Scholes

Micah William Scholes
Attorney for Respondent

Dated this 27th day of August 2026.

Approved as to form and content:

*/s/ Danielle R. Crumb **

Danielle R. Crumb
Attorney for Petitioner

* Electronically signed by Monica Short with permission of Danielle Crumb via email

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of August 2026, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Danielle R. Crumb
Fontenot Law P.C.
1596 South 500 West, Suite #200
Woods Cross, Utah 84010

☐	U.S. Mail
☐	Hand Delivery
☐	Facsimile
x	E-Mail

Jonah Cafferty

x E-Mail

/s/ Monica Short
Licensed Paralegal Practitioner