



MELISSA A. PATTEN-GREENE (6961)
Attorney at Law
370 East South Temple, Suite 200
Salt Lake City, Utah 84111
Telephone: (801) 220-0111
Facsimile: (385) 242-7917
Email: melissa.mpglaw@gmail.com

Attorney for Joseph C. Phillips, Petitioner

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

In the matter of the Marriage of

JOSEPH C. PHILLIPS,
Petitioner,

and

MEGAN K. PHILLIPS,
Respondent.

**DECREE OF SEPARATE
MAINTENANCE**

Case No. 264904446
Judge: Stephen Nelson
Commissioner: Michelle Blomquist

THIS MATTER comes before the Court by Petition for Separate Maintenance. The Petitioner (hereinafter "Joseph") and Respondent (hereinafter "Megan") have entered into a Stipulated Petition which was submitted to the Court on August 25, 2026. Pursuant to the terms of the Agreement, the parties consented that a Decree of Separate Maintenance could be entered consistent with the terms of the Agreement. Upon the basis or record herein, the Court being fully advised and having entered its Findings of Fact and Conclusions of Law, and for good cause appearing, therefore:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Separate Maintenance

1. The parties are awarded a Decree of Separate Maintenance from one another on the grounds of irreconcilable differences, the same to be made final upon entry.

2. This Separate Maintenance action, together with all orders entered herein, shall remain in effect until the earlier of (a) July 1, 2028, or (b) the commencement of Megan's Social Security Disability Insurance (SSDI) benefits.

3. Upon the earlier of the commencement of Megan's Social Security Disability Insurance benefits, as described below, or July 1, 2028, either party may file a motion to convert this Separate Maintenance action into a Decree of Divorce. The Court shall enter the Decree of Divorce consistent with the terms of the Stipulation filed in civil case number 254903070.

Social Security Disability Insurance ("SSDI")

4. *Application.* In approximately April 2025, Megan applied for SSDI due to her diagnosis of Multiple Sclerosis.

5. *Status Updates.* Until her SSDI application is finally approved or denied, Megan shall provide Joseph with a written monthly status update regarding her application, even if there has been no change or progress during the preceding month. Megan shall provide Joseph with copies of any correspondence, notices, or other communications she receives from the Social Security Administration regarding her SSDI application within forty-eight (48) hours of receipt. Megan shall use her best efforts to timely respond to all requests, inquiries, and deadlines from the Social Security Administration and to take all actions reasonably necessary to avoid any unnecessary delay in the processing of her SSDI application.

6. *Net Retroactive SSDI Payments.* Megan's SSDI payment is anticipated to be approximately \$1,566.00 per month. If a disability attorney is retained, disability attorneys work

on a contingency basis and, if an application is approved, fees are paid from the retroactive SSDI payment. Such fees are set by federal law. The Net Retroactive SSDI Payments referred to herein shall mean the gross retroactive SSDI payment less attorney fees and less any taxes (“Net Retroactive SSDI Payments”). The parties shall divide the Net Retroactive SSDI payment by the number of months it is intended to cover. Megan shall receive nine (9) months (9 x net monthly after disability attorney’s fees, taxes, etc.) of the Net Retroactive SSDI arrearages with Joseph receiving the remaining balance of the Net Retroactive SSDI.

Alimony

7. *Support during Separation.* In September 2024, Joseph previously pre-paid Megan the amount of \$48,000.00, representing an alimony payment of \$2,000.00 per month for twenty-four (24) months. Joseph has also paid Megan’s rent, auto insurance, cell phone, health insurance, and a portion of his quarterly bonuses since September 2024.

8. *Alimony.* Commencing July 1, 2026, Megan shall be awarded alimony of \$4,200.00 per month for a total of thirteen (13) additional years or until death of either party, or Megan remarries or cohabitates with a romantic partner as defined by Utah law. Joseph shall be credited his \$2,000.00 prepayment of alimony against his current alimony obligation for July and August 2026, resulting in a payment of \$2,200 each month. Joseph shall pay the full amount of alimony commencing September 1, 2026.

9. *Reduction in Alimony.* Upon Megan’s approval of SSDI benefits, Joseph’s monthly alimony award shall be decreased dollar-for-dollar by the net monthly amount Megan is awarded SSDI benefits.

Health Insurance and Expenses

10. *Health Insurance.* Joseph currently maintains and pays for the medical and dental insurance coverage for Megan through his employment. Joseph shall continue to maintain and pay said medical and dental insurance for Megan until the earlier of the following: (i) Megan qualifies for SSDI benefits or (ii) when alimony terminates. Joseph shall continue to pay the monthly premium on the policy during separate maintenance or upon divorce, Megan's private insurance policy as this was considered in calculating alimony.

11. *Health Expenses.* Each party shall be responsible for his or her own non-covered medical and dental expenses.

Monthly Expenses

12. Each party shall be responsible for his or her own monthly expenses except for Megan's medical and dental health insurance premiums.

Arrearages

13. Joseph shall pay Megan \$7,657.00, representing one-half (50%) of Lola's student loan balance, no later than December 31, 2026. Joseph owes no other arrears or unpaid bonuses to Megan.

Joseph's Potential Remarriage

14. In the event Joseph wants to marry prior to the commencement of (i) Megan's SSDI benefits or (ii) July 1, 2028, Joseph may file a motion to convert the separate maintenance to a Decree of Divorce. Upon the entry of a Decree of Divorce and as a condition of such conversion, and in recognition of Megan's increased monthly health insurance expenses, Joseph shall pay Megan the monthly premium for her private health insurance coverage until the earlier of (i) Megan becoming eligible for Medicare or Medicaid as a result of receiving Megan's SSDI

benefits or (ii) termination of alimony. Megan may elect to obtain COBRA coverage.

Life Insurance

15. Joseph shall maintain a life insurance policy or policies insuring his life with a death benefit in the amount of the unpaid obligations described above naming Megan as the beneficiary thereof if available through his employment at a reasonable costs. Joseph has a current life insurance policy through his employment that he should maintain. Joseph shall provide verification to Megan upon the entry of the Decree and January 15 of each year that this life insurance policy is in full force and effect.

Mutual Restraining Orders

16. The parties shall not say anything disparaging, demeaning, derogatory, denigrating, or insulting about the other party to the parties' children.

17. Neither party shall harass, bother, or annoy each other at any time or place for any reason. Emails or texts relating to the care or exchange of the dogs shall not be deemed harassing.

18. The parties are ordered to keep their adult children out of the middle of the divorce proceedings and not discuss the divorce or any specifics with the children.

Debts and Obligations

19. The parties have no joint marital debt.

20. The parties shall be ordered to assume, pay, and hold the other harmless from liability on any debts and obligations incurred in his or her own name after the parties' separation on September 1, 2024.

Personal Property

21. The parties shall each be awarded all personal property currently in his/her possession free and clear of any claim by the other party.

22. Megan shall be awarded the Subaru.

23. Joseph was previously awarded the Jeep but has since sold the vehicle.

24. The parties have two (2) dogs. The parties shall share custody of the dogs. The dogs shall primarily reside with Joseph. Megan shall have visitation with the dogs as follows: (i) every other weekend from Friday night after Joseph's work until Sunday night. The party concluding visitation with the dogs shall be responsible for transporting the dogs to the other party's residence. The exchanges shall be conducted curbside with minimal exchanges between the parties. Each party shall provide the other party the right of first refusal to care for the dogs before they are boarded overnight.

Real Property

25. The parties have no real property to assign or divide. The marital residence has been sold, and the net proceeds of approximately \$200,000.00 have already been equally divided between the parties.

Financial Accounts

26. Each party shall be awarded his/her own bank accounts in their own name free and clear of any claim from the other party.

Retirement Accounts

27. There are three (3) retirement accounts, and the parties shall equally divide these accounts via Qualified Domestic Relations Order (QDRO). The parties shall equally divide all said accounts and all value in said accounts from the date of marriage until the date the Decree of

Separate Maintenance enters. Each party shall be awarded any appreciation or loss on his or her share of the retirement accounts from the date the Decree of Separate Maintenance is entered until the actual date of division.

28. The parties shall cooperate in the preparation of all necessary paperwork to affect distribution of all said retirement accounts and the costs of preparing the QDRO(s) shall be equally split between the parties. The parties shall use Rori Hendrix to prepare the necessary QDROs.

Taxes During Separate Maintenance

29. The parties shall file their federal and state income tax returns during their separate maintenance period on a married filing separate basis. Each party shall be responsible for paying their respective outstanding taxes, penalties or interest or shall be entitled to his or her refund.

Miscellaneous

30. Each party shall be responsible for their own costs and fees related to this action.

31. Megan may have her maiden name of Brady restored to her if she so desires.

32. Both parties shall facilitate in preparing and providing any documents and signing any necessary deeds and ancillary documents necessary to implement the terms of the Decree of Separate Maintenance and subsequently, the Decree of Divorce.

33. Both parties shall participate and fully comply with the updating and transition of any automobile titles, bank account closures, separate car insurances and phone plans, and any other account or utility that requires separation.

******In accordance with the Utah State District Courts' Efiling Standard No. 4, and**

URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.****

Approved as to form by:

/s/ Diana Telfer

Signature affixed by counsel with approval permission given via e-mail dated September 16, 2026

Diana Telfer

Attorney for Megan K. Phillips, Respondent