



Sierra Hansen (18007)
Lone Peak Law
3300 N Triumph Blvd. Ste 100
Lehi, UT 84043
(801) 200-3051
sierra@lonepeaklaw.com
Attorney for Scott Sweeney

In the Fourth Judicial District Court In and For Utah County, State of Utah	
In the Matter of the Marriage of: Scott Sweeney, Petitioner, and Shirl Sweeney, Respondent.	Decree of Divorce Civil No. 244100146 Honorable Denise M. Porter Commissioner Marian Ito Discovery Tier Four

Based upon the Petition for Divorce which was filed with the Court on 04/30/2024, the Court previously having issued its Findings of Fact and Conclusions of Law on 05/29/2026, the pleadings on file, and the Court being fully informed, Good Cause appearing, the Court enters the following Decree of Divorce:

1. Residency. Petitioner Scott Sweeney was a bona fide resident of Utah County, State of Utah, for at least three months prior to the filing of this action.
2. Marriage Statistics. Petitioner Scott Sweeney ("Scott")¹ and

Respondent Shirl Sweeney ("Shirl") were married on September 18, 1992, in Salt Lake City, Utah, Salt Lake County, and are currently married. The parties separated on or about April 2024.

3. Grounds. Disagreements have ensued between the parties concerning their marriage and their future together; meaningful communication between the parties has ceased; notwithstanding attempts by the parties to reconcile and resolve their differences, the same have been to no avail and have become irreconcilable making continuation of the marriage under the circumstances impossible. The court should enter a decree of divorce on the grounds of irreconcilable differences.

4. Children. The parties had three children during the marriage, all of whom have reached the age of majority. There are no minor children at issue in this marriage.

5. Real Property. The parties acquired real property located at 544 S. Carterville Rd, Orem, UT 84097. Shirl will have until January 1, 2026 to make all necessary and agreed upon repairs on the marital home. The home shall be listed for sale no later than January 1, 2026.

6. Mortgage and HELOC Payments. Scott shall continue to be responsible for the mortgage and HELOC payments, as well as all other monthly expenses he was ordered to maintain pursuant to

the Temporary Orders signed and entered by the Court on January 14, 2025, docket no. 76 with the exception of (as noted herein) the utilities associated with the marital home which Shirl will pay while she occupies the marital home.

7. As regards preparations for sale of the marital residence:

a. Rental Payment. Shirl shall be awarded the \$1,700 rental payment received from the renters in the marital home, which shall be paid directly to Shirl after she gains temporary possession of the marital home on November 1, 2025.

b. Temporary Alimony. Scott's temporary alimony obligation to Shirl shall be reduced to

\$1,700 while Shirl occupies the marital home and will return to the amount set by this global order each month once the marital home is sold and Shirl moves out of the home and will continue during the pendency of these proceedings.

c. Utilities. Shirl shall pay the utilities associated with the marital home during the time she occupies the marital home.

d. Cost of Repairs. All necessary costs and repair expenses necessary to prepare the home for sale per the recommendation of the realtor shall be agreed upon in writing and paid equally by both parties. Scott shall reimburse Shirl for

one-half of all costs and repair expenses within 14 days of receiving verification of payment.

e. Sale. When the home is sold, the proceeds will be used first to pay off the home mortgage and HELOC and the cost of sale, then will be used to pay the debt on Shirl's Lexus in the approximate amount of \$21,569.17. Scott will provide verification that the monthly payments on Shirl's Lexus are current through the date of the sale of the home. Any unpaid or past due amounts outstanding on Shirl's Lexus shall be paid from Scott's one-half portion of the equity. The parties shall split equally any remaining equity and shall be equally responsible for any deficiency.

8. Personal Property. This has been addressed in the stipulation. The stipulation's language on this issue is incorporated here by reference.

9. The vehicles shall be awarded as follows:

VEHICLE	AWARDED TO
2017 VW Golf GTI	Scott Sweeney
2019 Lexus GX 460	Shirl Sweeney *

* In order for Shirl to be awarded the Lexus, she will be responsible for either refinancing the loan on the Lexus (currently in Scott's name) or

satisfying the loan if she intends to keep the vehicle.

10. Financial Accounts. The parties have acquired financial accounts during the course of the marriage, which shall be divided as follows:

ACCOUNT	APPROXIMATE BALANCE	AWARDED TO
1 st Bank Acct. 3323	\$3,421.04	Scott
1 st Bank Acct. 3984	\$0.03	Scott
1 st Bank Acct. 5389	\$1,563.77	Scott
UCCU Acct. 0450	\$21.51	Scott
Principal Financial	\$295,813.24	One-half to each party
1 st Bank Acct. 4165	\$5,963.76	Shirl
Robinhood	\$210.00	Shirl
TIAA Retirement	\$81,644.80	One-half to each party
Colorado PERA Public Employees Retirement	\$8,271.34	One-half to each party
Utah Retirement Systems	\$419.97	Shirl
Invesco	\$100	Shirl
Country Companies Life Insurance		Each awarded their own policy

a. Qualified Domestic Relations Order. The parties shall each

pay one-half of any Qualified Domestic Relations Orders that need to be drafted in order to divide the retirement accounts as set forth above.

11. Debts. The parties have acquired debts during the marriage, which shall be paid as follows:

DEBT	APPROXIMATE BALANCE	RESPONSIBILITY OF
Bank of America	\$29,574.70	Scott Sweeney
Chase Bank	\$15,644.32	Scott Sweeney
Costco Citibank	\$7,094.78	Scott Sweeney

a. Student loans. Each party shall pay his or her own student loans, if any.

b. Each party shall identify and hold the other party harmless for any liability associated with any debts assumed by that party.

c. Each party should be solely responsible for any new debts incurred after the date of separation and hold the other party wholly free from any liability resulting therefrom.

d. The parties agree that, in accordance with U.C.A. 81-3-105(1), neither party is personally liable for the separate debts, obligations, or liabilities of the other contracted or

incurred before the marriage, during the marriage, or after the marriage, except as provided herein and as ordered by the Court upon the entry of the Decree of Divorce.

e. The parties agree that, in accordance with U.C.A. 81-3-105(2), neither of the party's wages, earning, property, rents or income may be reached by a creditor of the other to satisfy a debt, obligation, or liability of the other party.

12. Employment and Earning Capacity/Relevant History.

Consistent with Scott's own calculations and proposals, the Court finds Scott's net monthly income is \$12,700. See Pet. Cl. Br. at 2.

13. Shirl has health challenges. Shirl's health challenges are an obstacle to the types of employment she can obtain.

14. Scott and Shirl are both fluent in Spanish.

15. Scott graduated from Brigham Young University in 1993 with a Bachelor of Arts degree in History and English.

16. Scott graduated from the University of Colorado School of Law with a Juris Doctor degree in 1997.

17. Scott has practiced as a licensed attorney since 1997.

18. Scott has been licensed as an attorney in the State of Colorado since 1997, in the State of New Mexico since 2008, in the State of North Dakota since 2014, and in the State of Utah

since 2015.

19. Scott has been employed as an attorney at Wilson Elser, LLC since January 2012.

20. Scott was employed as an attorney at various Colorado law firms from 1997-2012.

21. Scott was employed part time at First Bank of Colorado from 1993-1995.

22. Shirl graduated from Brigham Young University in 1993 with a Bachelor of Science in Sociology and Spanish.

23. Shirl was a full time Homemaker and Primary Caregiver for the party's three children and provided Scott the assistance and support needed to promote his academic and professional careers from 1993-2024.

24. Shirl graduated with a master's degree in education from the University of Phoenix in 2007.

25. Shirl was employed as a full-time Spanish Teacher at Regis Jesuit High School in Aurora, Colorado from 2007-2015.

26. Shirl has worked 30 hours per calendar year for ETS as a rater for the AP Spanish exams for 10 years.

27. Shirl worked part-time as an Adjunct Faculty Member at

Brigham Young University for four years from 2019 to 2024, teaching fitness, yoga, Pilates and other health-oriented classes as part of the Student Wellness Program.

28. Shirl has more than twenty years of experience teaching a variety of fitness classes at local fitness clubs and recreation centers and Shirl has worked on average 5 hours per week as a fitness instructor since 2002.

29. Shirl was employed as a full-time social services worker in Colorado from 1994-1995.

30. Shirl has worked 10 hours per week as an operator of a home-based online clothing business from 2022 to 2024.

31. Scott presented Mark Hedrick, M.S., C.R.C., L.V.R.C., vocational consultant as an expert witness.

32. In light of his education, certifications, professional experience and training, this Court finds that Mark Hedrick is qualified to testify as an expert vocational evaluator, vocational counselor/consultant and rehabilitation counselor.

33. Mr. Hedrick credibly opined that Shirl's education, bilingual skills (English/Spanish), experience teaching school for seven (7) years, experience teaching fitness and exercise classes for over twenty (20) years, experience with an on-line sales business and her transferrable skills, qualify her for a variety of occupations

including Spanish Teacher, Exercise Trainer and Group Fitness Instructor, Interpreter and Translator and Collection Clerk. The Court finds Hedrick persuasive as to testimony regarding Shirl's ability to work as an interpreter or translator and collection clerk as viable home-based remote work occupations. These would accommodate her needs and health challenges (e.g., allow her to adjust positions and lie down during the day).

34. Mr. Hedrick credibly opined that in consideration of the above, Shirl is capable of earning an income in Utah County where she lives, of between \$59,375 and \$65,090 as a Spanish Teacher (a median income of \$62,232.50); \$53,740 as an Exercise Trainer and Group Fitness Instructor; \$55,810 as an Interpreter and Translator; and \$29,500 as a Collection Clerk.

35. In Mr. Hedrick's summary of conclusions section at page 3 of his report, he stated, "It would need to be determined if Ms. Sweeney has the capacity to work in a full-time or part-time capacity. Ms. Sweeney submitted many medical reports/documents to me to review."

36. Mr. Hedrick included Shirl's medical history. The Court does not find it needful to reproduce this here.

37. The Court does not find it persuasive or convincing that it

must accept Shirl's claim of total permanent disability that prevents her from working or limits her to only 5 hours per week. The Court found helpful when considering these matters the Supreme Court of Utah's statements in *Pinney v. Carrera*, 2020 UT 43, 469 P.3d 970. Pinney explains that a permanent disability finding requires sufficient competent evidence underlying it; in other words, "externally verifiable phenomena rather than an individual's perceptions, feelings or intentions." *Id.* at ¶ 2. As applied here, the Court when reviewing the record found Shirl's evidence offered in favor of support for complete disability to be inconclusive (as is borne out by Social Security Administration denial in 2024). See Pet. Cl. Br. at 4-5. This includes Shirl's use of the TC-842 form (signed by nurse practitioner Lisa Hall) and Dr. Savage's letter. These rely upon subjective complaints. They do not adequately support a conclusion of incapacity to work. Shirl has given reasons for why she has not pursued an appeal or correction of the Social Security denial, but as matters stand, her arguments are unconvincing to demonstrate an inability to work. Further support for the Court here is found in *Allen v. Allen*, 2021 UT App 20, ¶ 44, 483 P.3d 730, where the court explained that whatever limitations a party might have, if they lead an active lifestyle it is not error for a court to weigh this in assessing the

weight of the evidence. So too here. That is, Shirl has shown an ability despite her challenges to maintain a certain level of activity not inconsistent with the Court's views of her ability to work. The Court acknowledges Shirl has physical health challenges based on a history; but also she has historically demonstrated successfully operating a home-based online retail business, working as an adjunct fitness instructor, and acting as an exam rater during the marriage. This history demonstrates a fitness and capacity for employment—with adequate accommodations that remote work will permit. Consistent with the credible testimony of vocational expert Mark Hedrick, the Court finds Shirl is capable of part-time, remote, work-from-home employment for approximately 30 hours per week. Therefore, the Court imputes Shirl with a net monthly income of \$2,574.55. In making this assessment and reaching this conclusion, the Court rejects Shirl's proposal to cap her imputed monthly income at \$1,274.38 by considering only her historical sporadic and infrequent employment resume (e.g., teaching fitness for 5 hours a week, exam rating, online clothing business). This artificially suppresses or inaccurately reflects her earning capacity. In this regard, Hendrick credibly established that Shirl's master's degree and bilingual proficiency make her an attractive candidate for

remote work as an interpreter or translator. Because this role accommodates her claimed health limitations by allowing her to take breaks and switch positions and so on, there is no valid medical reason to prevent considering this work for purposes of employment analysis. Therefore, relying on her capacity to work 30 hours per week in a remote translating capacity, the Court imputes to her the monthly income of \$2,574.55.

38. Shirl's after-tax monthly income is \$2,574.55.

39. Relying upon the adjusted long-term budgets provided to the Court, Shirl's reasonable monthly expenses, based on the marital standard of living, are \$5,851.00. See Pet. Cl. Br. at 3. In arriving at this conclusion, the Court reviewed Shirl's claimed monthly marital expenses of \$13,223.88. However, the Court finds these to be inflated and not reflective of the underlying financial realities. Such a level of expenses that are unduly elevated are not reasonably justifiable given the current circumstances; they do not meet the requirements of a realistic forward-looking, post-divorce budget. In adopting the figure of \$5,851.00 for reasonable monthly expenses for Shirl, the Court finds her claimed housing and real estate maintenance costs will be substantially reduced upon the sale of the marital home. See Pet. Cl. Br. at 2.

Further, the Court deducts her \$585 vehicle payment and credit card debt from her monthly need as the parties stipulated these debts will be satisfied directly from the home sale proceeds. See *id.* at 2-3. The Court also declines to include discretionary spending such as charitable donations and unsupported continuing fitness education costs in Shirl's need analysis. See *id.* The Court notes that in considering the arguments, it did use the analysis provided in *Smith v. Smith* in reaching its conclusions, including its admonition to consider multiple factors as applied to the needs of the parties in light of the marital standard of living. 2024 UT App 28, ¶¶ 9-11, 546 P.3d 349 (outlining the alimony analysis as (1) considering needs in light of marital living standards, (2) recipient spouse's ability to support their needs, (3) ability of a payor spouse to make up any shortfall).

40. Shirl has a net monthly shortfall of \$3,276.45 (\$5,851 needed – 2,574.55 after tax income).

41. Scott's gross monthly income is \$18,158.67 (based on a corrected gross annual income of \$217,904 (inclusive of his four year average annual bonus, see Pet. Cl. Br. at 2)). In coming to this assessment, the Court rejected Shirl's argument that Scott's gross monthly income is \$22,436.00. This figure inaccurately implies

outlier figures that distort the analysis should not be accounted for—namely his annual bonus of about \$69,000 (this figure is about four times larger than Scott’s documented historical average). See Pet. Cl. Br. at 2. The Court’s policy is to treat Scott’s annual bonuses with care and avoid unduly relying upon what may not be certain. That is bonuses can be ephemeral. They are discretionary and may fluctuate significantly from year to year based upon variable factors such as market conditions, billable hours, firm expansion or contraction, etc. Therefore, considering these factors and applying an effective tax rate, Scott’s after-tax net monthly income is therefore \$12,700 (see below).

42. Scott’s after-tax monthly income is \$12,700.

43. Relying on the adjusted long-term budgets provided to the Court, Scott’s reasonable monthly expenses total \$6,160.00. See Pet. Cl. Br. at 3. In determining this figure, the Court finds credible and relies upon Scott’s own adjusted proposals in his closing brief. These appropriately recognize that several expenses claimed during the marriage do not belong in a forward-looking post-divorce budget. In so doing, the Court specifically adopts Scott’s exclusion of credit card balances and loan obligations from his monthly needs, since these will be satisfied from the marital home

sale proceeds. See Pet. Cl. Br. at 2-3. Also, the Court adopts as a finding Scott's charitable donations and voluntary retirement deposits, as these are discretionary personal choices rather than strict financial needs for the purposes of calculating support. See *id.* at 2-3.

44. After taxes and reasonable expenses, Scott has an income surplus of \$6,540 per month. See Pet. Cl. Br. at 3.

45. Scott was previously ordered by this Court to pay temporary alimony of \$3,963.68 per month. That temporary alimony amount was calculated with no income imputed to Shirl. Per written agreement of the Parties, that amount was reduced to \$1,700 so that Shirl could move back into the marital home, and Scott could afford to pay rent (in addition to the mortgage payments on the marital home).

46. As to proposed alimony/true-up. The Court has reviewed the parties' competing claims regarding a retroactive "true-up" of temporary alimony. Shirl requests retroactive arrears for the months prior to the entry of the Temporary Orders, while Scott requests a reimbursement credit for alleged overpayments made during the pendency of the proceedings while Shirl resided with her parents. The Court finds that the financial realities of this

divorce require an equitable “shared pain” approach, as there is simply not enough income to fully maintain the marital standard of living for two separate households. The Court finds that Scott’s support payments and covered expenses during the pendency of this case effectively offset the periods where no direct support was paid. Furthermore, the Court recognizes the reality that Shirl cannot continue living with her parents and must take up her independent life. Therefore, the Court deems the temporary alimony period resolved, and orders that neither party is awarded retroactive arrears or reimbursement credits.

47. The Court finds that there is no fault attributed to either party sufficient to alter its alimony award. Scott and Shirl have previously agreed to the terms outlined in their Stipulation for Divorce governing real and personal property (including vehicles), payment of debts, and entitlement to respective financial accounts (a copy is attached as Exhibit A). This Court accepts and adopts by reference the terms outlined in that Stipulation for Divorce as part of its findings and order.

48. Mutual Restraining Order. The parties shall be mutually restrained from harassing, harming, annoying, or otherwise bothering the other party. The parties shall be mutually restrained from allowing third parties to do what they themselves are

prohibited from doing under this paragraph and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation.

49. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, to post to websites such as Facebook or other social media.

50. All contact and communication between the parties shall be via email or text.

51. Both parties shall be restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express written permission.

52. Future Dispute Resolution. In the event a future dispute arises regarding a provision of the parties' Decree of Divorce, the parties will enter mediation before seeking a resolution in court.

53. Former Name. Shirl should be restored to her maiden name, should she so choose.

54. Attorney's Fees. In the course of these proceedings, the Parties have each incurred attorney's fees and costs. Shirl's fees and costs exceed those of Scott, largely because she retained four (4) different attorneys, each of whom would have spent time getting

up to speed on the case. Scott represented himself given his legal training. Nevertheless, it is equitable that each Party be responsible for payment of their respective attorney's fees and costs, pursuant to Utah Code 81-1-203. The Court takes this approach because it is not persuaded Shirl has carried her burden to demonstrate entitlement to fees. Section 203 requires a proponent seeking fees to show financial need. The Court is not persuaded that Shirl has met this standard. Shirl lived rent-free with her parents for a significant amount of time. She received temporary support that covered her major living expenses (car, insurance). She has substantial home equity and retirement assets. For these reasons the Court is not persuaded that she has shown need under Section 203. Therefore, a request for fees under this section is denied.

ORDER

1. Scott has credibly demonstrated an income surplus of \$6,540.00 per month. See Pet. Cl. Br. At 3. Shirl has credibly demonstrated an income shortage of \$3,276.45.
2. Pursuant to Utah Code 81-4-502, the Court finds it equitable to award alimony in the amount of \$3,276.45 per month, commencing on April 1, 2026.

3. Scott's obligation to pay alimony shall continue for a term of 7 years, or until such time that Scott retires from full-time employment (at which time he can move to modify the alimony award), or upon the death of either party, or the remarriage or cohabitation of Shirl, whichever occurs first.

*******END OF ORDER*******

THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT THE TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT

Approved as to Form and Content

/s/ Megan Blakelock

Megan Blakelock *Attorney for Shirl Sweeney*

/s/ Sierra Hansen

Sierra Hansen
Lone Peak Law
Attorney for Scott Sweeney

Rule 7(j) Notice

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above order was served by means indicated in the Certificate of Service attached hereto, on June 4th, 2026, to the parties indicated herein. Notice of objections to this Order must be submitted to the Court and counsel within seven days after service. Should no objections to

this Order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

Certificate of Service

On this Monday, June 15, 2026, the undersigned hereby certifies that a true and correct copy of the foregoing Decree of Divorce was sent by the following method(s) to the following individual(s):

Fourth District Court — GreenFiling electronic Filing System

Megan Blakelock- efile
Attorney for Shirl Sweeney

/s/ Sierra Hansen
Sierra Hansen
Lone Peak Law
*Attorney for Scott
Sweeney*