

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH,
NORTHERN DIVISION

Sheila Garvey v. Ogden Clinic Professional Corp. and Columbia
Ogden Medical Center, Inc.

No reporter citation; No. 1:22-cv-00077 (D. Utah Mar. 30, 2026) · No. 1:22-cv-00077 · Decided March 30, 2026

SUMMARY

The court granted in part and denied in part Ogden Clinic’s motion for attorney fees and nontaxable costs after summary judgment was entered for the defendants on Sheila Garvey’s claims. The court held that the employment agreement’s fee-shifting provision covered only fees incurred defending the contract claims, allocated 40% of post-filing fees to those claims, and excluded fees incurred before the action was filed. Ogden Clinic was awarded \$61,427.80 in attorney fees and \$5,116.18 in nontaxable expert-witness costs.

CASE DETAILS

COURT	United States District Court for the District of Utah, Northern Division
WRITING FOR THE COURT	Daphne A. Oberg
JURISDICTION	United States District Court for the District of Utah, Northern Division
DECIDED	March 30, 2026
DOCKET	1:22-cv-00077
DISPOSITION	other
PROCEDURAL POSTURE	Ogden Clinic moved under Federal Rule of Civil Procedure 54(d)(2) for attorney fees and nontaxable costs after the court granted defendants summary judgment on all of Dr. Garvey's claims.
STANDARD OF REVIEW	The court independently evaluated the reasonableness and contractual availability of the requested fees and costs based on the evidentiary submissions and the record.
PRECEDENTIAL VALUE	unpublished

TOPICS

- attorney fees
- employment contracts
- title vii
- age discrimination
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the employment agreement's fee-shifting provision authorized Ogden Clinic to recover attorney fees incurred defending Garvey's contract claims.
2. Whether the fee-shifting provision also authorized recovery of fees incurred defending Garvey's Title VII, ADEA, defamation, and tortious-interference claims.
3. Whether Ogden Clinic was required to allocate fees between compensable and noncompensable claims and, if so, what allocation was supported by the record.
4. Whether Ogden Clinic could recover the requested nontaxable expert-witness costs under the employment agreement.

HOLDINGS

1. The employment agreement authorized Ogden Clinic to recover reasonable attorney fees incurred defending Garvey's contract claims.
2. The contractual fee-shifting provision did not authorize recovery of fees incurred defending Garvey's Title VII and ADEA discrimination claims.
3. Because the claims were not shown to be inextricably intertwined or to involve the same nucleus of facts, Ogden Clinic was required to allocate its fees between compensable contract claims and noncompensable claims.
4. The hourly rates and hours incurred after Garvey filed the action were reasonable, but the award had to be reduced to exclude prefiling work and to reflect the forty-percent allocation to compensable contract claims.
5. Ogden Clinic was entitled to recover the full \$5,116.18 in requested nontaxable expert-witness costs.

KEY QUOTATIONS

“Ogden Clinic’s motion is granted in part and denied in part.”

“Accordingly, Ogden Clinic is awarded \$61,427.80 in attorney fees and \$5,116.18 in nontaxable costs.”

FACTUAL BACKGROUND

Dr. Sheila Garvey's employment with Ogden Clinic was terminated. She alleged that the termination breached her employment contract, violated the covenant of good faith and fair dealing, constituted tortious interference and defamation, and discriminated against her based on sex and age. Her employment agreement required a defaulting party to pay costs and reasonable attorney fees incurred by the other party in enforcing the agreement. Ogden Clinic sought fees incurred defending all claims and expert-witness costs related to damages.

PROCEDURAL HISTORY

Dr. Garvey filed suit in Utah state court after Ogden Clinic terminated her employment, and the action was removed to federal court. She asserted contract, tort, defamation, Title VII, and ADEA claims. In April 2025, the court granted defendants' motions for summary judgment and entered judgment for defendants. Ogden Clinic then timely moved for attorney fees and nontaxable expert-witness costs under the fee-shifting provision in Garvey's employment contract.

DISPOSITION

other

CASES CITED

- Jones v. Denver Post Corp., 203 F.3d 748, 757 (10th Cir. 2000)
- Dixie State Bank v. Bracken, 764 P.2d 985, 988 (Utah 1988)
- Jones v. Riche, 2009 UT App 196, ¶ 2, 635 P.3d 357, 358
- Rockwell Transp. LLC v. Hooper, 2023 UT App 71, ¶ 33, 534 P.3d 753, 761
- Foote v. Clark, 962 P.2d 52, 55 (Utah 1998)
- Reighard v. Yates, 2012 UT 45, ¶ 41, 285 P.3d 1168, 1183
- First Am. Title Ins. Co. v. Nw. Title Ins. Agency, 906 F.3d 884, 900 (10th Cir. 2018)
- Daynight, LLC v. Mobilight, Inc., 2011 UT App 28, ¶ 5, 248 P.3d 1010, 1013
- Airstar Corp. v. Keystone Aviation LLC, 2022 UT App 73, ¶ 96, 514 P.3d 568, 585
- Walkingstick Dixon v. Okla. ex rel. Reg'l Univ. Sys. of Okla. Bd. of Regents, 125 F.4th 1321, 1337 (10th Cir. 2025)
- Kendrick v. Penske Transp. Servs., 220 F.3d 1220, 1230 (10th Cir. 2000)
- Christiansburg Garment Co. v. EEOC, 434 U.S. 412, 421 (1978)
- Cottonwood Mall Co. v. Sine, 830 P.2d 266, 269 (Utah 1992)
- Cabrera v. Cottrell, 694 P.2d 622, 625 (Utah 1985)
- Cole v. Salt Creek, Inc., No. 2:08-cv-00928, 2014 U.S. Dist. LEXIS 60819, at *35 (D. Utah Apr. 28, 2014)

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