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Recorder
Richard T. Maughan
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THE DOCUMENT HEREIN RECORDED IS A

Order
(Document Type)

N/A
Tax Serial Number(s)

The Order of the Court is stated below:

Dated: March 03, 2023
02:52:06 PM

/s/ DAVID CONNORS
District Court Judge



BRETT N. ANDERSON (11809)
BLACKBURN & STOLL, LC
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STATE OF UTAH }
COUNTY OF DAVIS } ss.

I HEREBY CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL ON FILE IN THE
UTAH STATE COURTS.

DATED: March 03 2023
DISTRICT COURT

BY Jacqueline Wackmire DEPUTY



Attorneys for Plaintiff, Attorneys' Title Guaranty Fund, Inc.

IN THE SECOND DISTRICT COURT OF DAVIS COUNTY

STATE OF UTAH

| | | |
|---|---|-------------------------------|
| ATTORNEYS' TITLE GUARANTY FUND, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | ORDER GRANTING EX PARTE |
| |) | EMERGENCY VERIFIED MOTION FOR |
| |) | TEMPORARY RESTRAINING ORDER |
| |) | [Modified by the Court] |
| SYNERGY TITLE INSURANCE AGENCY, LLC, a Utah limited liability company; RYAN GOODRICH, an individual; DOES 1 thru 5; |) | Case No. 230700233 |
| |) | Judge: Connors |
| Defendants. |) | |

Before the Court is the Ex Parte Emergency Verified Motion for Temporary Restraining Order and Preliminary Injunction (the "Motion") filed by Attorneys' Title Guaranty Fund, Inc. ("ATGF") against Defendants Synergy Title Insurance Agency, LLC ("Synergy") and Ryan Goodrich ("Goodrich") (collectively "Defendants"). The Court, having reviewed the Motion and for the reasons and grounds stated herein, hereby FINDS and ORDERS as follows:

1. ATGF is an underwriter of policies of title insurance.

2. Synergy Title Insurance Agency, LLC was a licensed producer of title insurance policies. Goodrich is the sole member of Synergy.

3. On or about May 26, 2021, ATGF entered into a limited agency agreement with Synergy, whereby Synergy agreed to act as the agent for ATGF solely for the issuance of bona fide title policies.

4. On February 15, 2023, the Utah Insurance Commission issued an emergency order against Synergy and Goodrich, and ordered the Defendants to immediately cease and desist from conducting any insurance related business in the State of Utah. The Utah Insurance Commission also ordered Defendants to comply with all requests for information from any underwriters, like ATGF. *See* Emergency Order, Docket Nos. 2023-4473 and 2023-4474, attached as Exhibit A to the Complaint, on file herein. In support of its order, the Utah Insurance Commission explained some of the fraudulent conduct of the Defendants, including the following: On or about December 5, 2022, Defendants forged a seller's signature on a warranty deed and closing statements, closed the fraudulent transaction, and defrauded the lender into wiring \$865,723.66 to Defendants. The fraudulently obtained funds were wired directly to Defendants. *See* Emergency Order at ¶¶ 3-4.

5. On February 14, 2023, Francesco Amendola filed a complaint with the Clearfield Police Department, in which he alleged that Defendants assisted them with a refinance of their existing mortgage. According to the police report, Defendants did not pay off the existing mortgage; rather, Defendants caused the loan proceeds to be wired to their personal account(s); thus, leaving the Amendola's with two mortgages (the first mortgage that should have been paid

off and the second mortgage that was intended to pay off the first mortgage). See Clearfield Police Department, Voluntary Statement by Francesco Amendola, attached as Exhibit E to the Complaint, on file herein.

6. On or about February 20, 2023, Newey Holdings, LLC and Newey Enterprises, LLC filed a lawsuit against Defendants in the Second District Court, in which they alleged that Defendants failed to record a deed of trust on a parcel of property in Bountiful, Utah and instead fraudulently conveyed the property to a third party (believed to be Nexis Enterprises, Inc. and/or Juliana Larson). According to the plaintiffs, the Defendants fraudulently deprived the plaintiffs of their security interest in the property. A copy of the complaint was attached as Exhibit F to the Complaint, on file herein.

7. On or about December 16, 2022, ATGF suspended Defendants and prohibited Defendants from "opening any new orders, writing new title insurance contracts and closing any active files as agent for ATGF." This did not stop the Defendants. They continued to issue title policies on illegitimate transactions. After conducting more research, ATGF terminated the limited agency agreement with Defendants on January 20, 2023.

8. The Court finds that ATGF will suffer irreparable harm from Defendants' rogue activities as the goodwill, trust, and relationships that ATGF has created, fostered, and maintained will be harmed and/or permanently lost. ATGF needs an order enjoining Defendants from issuing any new policies or from absconding with the assets (e.g., cash or real property) from the already completed transactions.

9. The Court finds that the threatened injury to the ATGF outweighs the possible

damage to the Defendants. No party has the legal right to maintain possession of stolen assets or funds. No party has the right to participate in fraudulent transactions. The injunctive relief sought by ATGF is such that it will allow the Court to preserve the status quo, prevent the dissipation of assets, and allow the Court to determine the scope and extent of Defendants' alleged fraud. Thus, the threatened injury to ATGF (and its policy holders) far outweighs the possible damage to Defendants.

10. The Court finds that the TRO is in the public's interest. The public has an interest in maintaining the integrity and honesty of title companies. There is no public benefit in allowing title companies to engage in illegal or fraudulent conduct. The Utah Insurance Commission has already enjoined Defendants from transacting insurance business. The TRO is supplemental to and in furtherance of that order.

11. The Court finds that there is a substantial likelihood that Plaintiff will prevail on the merits [other language omitted by the Court]. The Emergency Order from the Utah Insurance Commission outlines a pattern of fraudulent conduct perpetrated by Defendants. Standing alone, the findings and rulings of the Utah Insurance Commission suggest that the Plaintiff is likely to prevail on the merits. The police report and other litigation, alleging additional fraudulent conduct, corroborate the conclusion that the Plaintiff is likely to prevail.

12. Based on the foregoing and for the reasons set forth in the motion and adopted herein, the Court determines that the requirements of Rule 65A(e) are satisfied in this case as follows:

- a. ATGF will suffer irreparable harm unless the order or injunction issues;

b. The threatened injury to ATGF outweighs whatever damage the proposed order or injunction may cause Defendants, Synergy and/or Goodrich;

c. The order or injunction will not be adverse to the public interest; and

d. There is a substantial likelihood that Plaintiff will prevail on the merits [other language omitted by the Court].

13. As such, Defendants are enjoined as follows:

a. Defendants may not transfer, spend, dispose, or abscond with any assets (monetary or real property) traceable to the alleged fraudulent transactions;

b. Defendants may not sell or transfer any real property or interests in real property;

c. Defendants may not represent to any party that Defendants have any authority whatsoever to act on behalf of ATGF;

d. Defendants may not transact any business on behalf of ATGF or issue any title commitments or policies of title insurance;

e. Defendants may not assert any control over the dealings, documents, or accounts of Synergy;

f. Defendants must turn over to ATGF all documents relating to any transaction involving ATGF;

g. Defendants must provide an accounting of all transfers, payments, and/or proceeds obtained by Defendants from May 1, 2021 to the present (including information relating to any personal or company accounts at Chase Bank);

h. [Paragraph 13(h.) proposed by Plaintiff is not ordered at this time on an ex

***parte* basis, but will be considered by the Court, after notice is given to Defendants, at the next hearing before the Court.]**

i. Defendants are to preserve all evidence, documents, financial transactions, real property transactions, emails and text messages, including correspondence or transactions with any of the following: Dustin Goodrich; Staci Goodrich; RB50, LLC; trustees of the Dustin and Staci Family Trust dated May 22, 2020; Source One; Bryce Stager; Simple Hard Money; Boomerang Finance; Tyson Goodrich; Mikalyn Goodrich; M&H Real Estate Investments, Inc.; Craig Goodrich; Laurie Goodrich; Storm Capital, LLC; Kyle Johnson; Jason Johnson; Camerann Johnson; Mark Goodrich; RKGRS; and Gene Lockhart.

14. The Court will not require a bond.

15. These are the orders of the Court until the Court considers the matters at a hearing on the motion for preliminary injunction. The restrictions and orders of the Court are to take effect immediately.

16. The Court finds that the reasons given in the Rule 65A(B)(1) certification are sufficient and determines that this Order can enter without having given notice to the Defendants. Plaintiff shall serve a copy of the Complaint, the Summons, the Motion for Temporary Restraining Order and Preliminary Injunction, and a copy of this Order on the Defendants, as required by Rule 4 and 5 of the Utah Rules of Civil Procedure.

17. As set forth in Rule 65A, this order shall expire no later than 14 days from the time and date of its issuance, unless, prior to that time, it is extended for good cause shown. This matter is scheduled for hearing before the Court at 4:00 pm on Friday, March

10, 2023, in Courtroom 5 of the Second District Court's Farmington Courthouse, 800 West State St., Farmington, UT 84025.

-----END OF ORDER-----

In accordance with the Utah State District Courts E-filing 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.