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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/11/2023 10:25 AM  
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The Order of the Court is stated below:

Dated: April 10, 2023  
12:13:29 PM

/s/ JENNIFER VALENCIA  
District Court Judge



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: April 11 2023  
DISTRICT COURT

BY: Jacque Wakkari DEPUTY



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*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,	)	
	)	ORDER GRANTING PRELIMINARY
v.	)	INJUNCTION
	)	
	)	Case No. 230700233
SYNERGY TITLE INSURANCE AGENCY, LLC, a Utah limited liability company; RYAN GOODRICH, an individual; DOES 1 thru 5;	)	Judge: Valencia
	)	
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"). On March 3, 2023, the Court entered the Order Granting Ex Parte Emergency Verified Motion for Temporary Restraining Order. The Court entered the TRO and scheduled a hearing for March 10, 2023 at 4:00 PM on the balance of

the requested injunctive relief.

On March 10, 2023, the Court held a hearing on Plaintiff's motion for preliminary injunction. Present at the hearing were Brett N. Anderson, counsel for Plaintiff, and several witnesses. Neither Synergy Title Insurance Agency, LLC nor Ryan Goodrich appeared at the hearing. The Court continued the hearing to April 7, 2023 at 9:00 AM. The Court also entered an Order Extending Temporary Restraining Order, continuing the TRO to April 7, 2023. On March 12, 2023, Defendants were personally served with process.

On April 7, 2023, the Court held the hearing on the motion for temporary restraining order and preliminary injunction. Present at the hearing were Brett N. Anderson, counsel for Plaintiff, and several witnesses (i.e., Mechell McDermott, Francesco Amendola, and Glen Leonard). Neither Synergy Title Insurance Agency, LLC nor Ryan Goodrich appeared at the hearing.

The Court, having reviewed the Motion, having considered the arguments of counsel and the evidence (i.e., Plaintiff's verified motion and the appended exhibits on file with the Court, the testimony of Francesco Amendola, Glen Leonard, and Mechell McDermott, and Exhibits 1-25 which were admitted into evidence) and for the reasons stated on the record in open court and for the reasons and grounds stated herein, hereby FINDS and ORDERS as follows:

1. The Court adopts and incorporates herein the findings set forth in the Order Granting Ex Parte Emergency Verified Motion for Temporary Restraining Order.
2. On April 7, 2023, the Court heard testimony from Francesco Amendola, Glen Leonard, and Mechell McDermott. The witnesses testified as to the improper and fraudulent

conduct of the Defendants, which included the failure to pay of prior notes and to obtain reconveyances of deeds of trust for Amendola and Leonard and the forgery of a deed from the McDermotts so that Defendants could borrow against the stolen property. The Court finds the testimony of the witnesses to be credible and supported by the documentary evidence received by the Court.

3. Based on the evidence presented to the Court, the Court finds that ATGF will suffer irreparable harm from Defendants' tortious activities as the goodwill, trust, and relationships that ATGF has created, fostered, and maintained will be harmed and/or permanently lost. ATGF is entitled to an order enjoining Defendants from acting an agent in any capacity, from issuing any new policies or from absconding with the assets (e.g., cash or real property) from the already completed transactions.

4. The Court finds that the threatened injury to the ATGF outweighs the possible damage to the Defendants. As noted in the Court's prior order and the comments from the Court in the April 7, 2023 hearing, Defendants do not have the legal right to maintain possession of stolen assets or funds. Defendants do not have the right to participate in fraudulent transactions. The injunctive relief entered by this order 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 the damages caused by Defendants. Thus, the threatened injury to ATGF (and its policy holders) far outweighs the possible damage to Defendants.

5. 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 and escrow 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.<sup>1</sup> The Court's prior TRO and this Preliminary Injunction order are supplemental to and in furtherance of that order.

6. As explained in open Court on April 7, 2023, based on the testimony of the witnesses, the papers and pleadings on file herein, and Exhibits 1 to 25 which were received by the Court, the Court finds that there is a substantial likelihood that Plaintiff will prevail on the merits on the claims asserted in Plaintiff's complaint. The credible testimony of the witnesses and the corroborating documentary evidence presented to the Court on April 7, 2023, along with the Emergency Order from the Utah Insurance Commission, convince the Court of the pattern of fraudulent and tortious conduct perpetrated by Defendants.

7. 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.

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<sup>1</sup> The Court is aware of other pending lawsuits, in which similar allegations of fraud or other torts have been asserted against Defendants, e.g., Case No. 220700571 (2<sup>nd</sup> Dist.); 200700217 (2<sup>nd</sup> Dist.); 230700076 (2<sup>nd</sup> Dist.); 230700199 (2<sup>nd</sup> Dist.); 230300048 (4<sup>th</sup> Dist.); 230700152 (2<sup>nd</sup> Dist.).

8. As such, Defendants are enjoined as follows:
  - a. The injunctive relief in the Order Granting Ex Parte Emergency Verified Motion for Temporary Restraining Order is continued and expanded as noted below;
  - b. Defendants may not transfer, spend, dispose, or abscond with any assets (monetary or real property) associated with or traceable to any real estate, escrow, or title transactions in which Defendants participated;
  - c. Defendants may not sell or transfer any real property or interests in real property;
  - d. Defendants may not represent to any party that Defendants have any authority whatsoever to act on behalf of ATGF;
  - e. Defendants may not transact any business on behalf of ATGF or issue any title commitments or policies of title insurance;
  - f. Defendants may not assert any control over the dealings, documents, or accounts of Synergy or obstruct, in any way, the control or authority over such matters by the Court-appointed interim CEO (see below);
  - g. Defendants must immediately turn over to ATGF all documents and records relating to any transaction involving ATGF;
  - h. Defendants must provide to ATGF 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 or other financial institutions);
  - i. The Court orders that a special fiduciary/interim CEO be instated to investigate the transactions of Defendants, which specifically includes the authority to access all financial

accounts of Synergy and all other business-related accounts (e.g., servers, IT services, email providers, etc.). Within 7 business days following entry of this order, Plaintiff shall submit to the Court the name of an individual, who provides such services and who has agreed to be instated as such. The special fiduciary/interim CEO shall not be required to post a bond, nor shall the special fiduciary/interim CEO be required to conduct any business for Defendants. The special fiduciary/interim CEO shall, akin to a receiver, investigate the transactions and dealings of Defendants, provide a forensic analysis of the transactions and dealings, and locate and marshal evidence and assets related to the real estate and escrow transactions in which the Defendants participated.

j. 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.

9. Under the circumstances presented to the Court and based on the evidence received, the Court has determined that Plaintiff is not required to post a bond.

10. The injunctive relief, restrictions and orders of the Court are to take effect immediately.

-----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.*