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Tax ID No. 34-04-329-036

IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

ANITA MARIE BANGERTER, an individual
and as Trustee of the LEE R. BANGERTER
FAMILY PARTNERSHIP TRUST

Plaintiffs,

v.

STEVEN S. DIAZ, an individual;
INTEGRATED FINANCIAL RESOURCES,
LLC, a Utah limited liability company;
CHAPTER 13 FINANCIAL GROUP, L.L.C.,
a Utah limited liability company; and JOHN
DOES I-X and JANE DOES I-X, individuals
and/or entities that may have or claim some
interest in the subject property whose identities
are currently unknown to Plaintiffs, but who
will be specifically named as defendants in this
action upon Plaintiffs learning of their
identity(ies),

Defendants.

LIS PENDENS

Case No. 240903929

Judge Keith Kelly

Pursuant to Utah Code Ann. § 78B-6-1303, and otherwise, the above-named Plaintiff Anita Marie Bangerter, individually, and as Trustee of the Lee R. Bangerter Family Partnership Trust ("**Plaintiff**"), by and through her undersigned legal counsel of record, hereby gives notice of the pendency of the above-captioned action which is pending in the above-named Court seeking, among other things, various claims, causes of action, and forms of relief with regard to

and affecting the real property which is the subject of this case is located in Salt Lake County, State of Utah, with an address of 13968 S. Fairway Ridge Road, Draper, UT 84020 and is more particularly described as follows (the “**Property**”):

Lot 36, THE COTTAGES AT FAIRWAY HOLLOW PHASE B, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax ID No. 34-04-329-036

The claims, causes of action, and forms of relief with regard to and affecting the Property which are asserted in and are the subject of this above-captioned action include, without limitation:

1. Judgment pursuant to Utah Code Ann. §§ 78B-6-1301, *et seq.*, Rule 57 of the Utah Rules of Civil Procedure, and otherwise, quieting title in Plaintiff to the ownership interest in the Property, fully free and clear of and from, and unaffected by, any and all estates, rights, titles, and/or interests which may be held and/or claimed by and/or under Defendants.
2. Judgment pursuant to Utah Code Ann. §§ 78B-6-401, *et seq.*, Rule 57 of the Utah Rules of Civil Procedure, and otherwise, that Plaintiff is vested in the sole ownership interest in the Property.
3. For injunctive relief preventing and precluding Defendant Steven S. Diaz (“**Diaz**”), and any guest, invitee, and/or tenant of Defendant Diaz, from assuming and/or taking possession and/or control of any part and/or portion of the Property, including without limitation during the pendency of this action and before the issues in this lawsuit have been ruled upon by the Court.
4. Judgment declaring that the *Trust Deed with Assignment of Rents* that was recorded on June 28, 2022 as Entry No. 13976582 in Book 11351 at Page 9411 in the office and records of the Salt Lake County Recorder (the “**Trust Deed**”), ostensibly in favor of Defendant

Chapter 13 Financial Group, L.L.C. (“**Chapter 13**”) as beneficiary, did not attach at all as any lien upon nor encumbrance against the Property because the purported trustor thereof, Defendant Diaz, never had actual and/or valid ownership in or to the Property at any time relevant to this case to so encumber.

5. Judgment quieting title of the Property in Plaintiff fully free and clear from, and unaffected by, any and all estates, rights, titles and/or interests which may be held and/or claimed by and/or under the Trust Deed.

6. Issuance of a temporary restraining order, preliminary injunction, and permanent injunction, including without limitation during the pendency of this action, from proceeding to any enforcement and/or foreclosure upon and/or against the Property pursuant to the Trust Deed.

7. In the alternative only to the foregoing, pursuant to Utah Code Ann. §§ 78B-6-401, *et. seq.*, Rule 57 of the Utah Rules of Civil Procedure, and otherwise, for declaratory judgment that Plaintiffs have an equitable lien upon and against the Property securing payment in full of all amounts owned to them relating to and/or arising from, perhaps among other things, the purchase price paid for the Property with and by Plaintiffs’ funds, improvements made upon and benefits provided to the Property with the use of Plaintiffs’ funds, all in amounts as shall be shown at the trial hereof (and in any event not less than \$800,000.00), together also with interest on all such amounts at the highest legal rate.


8. Also in the alternative only, for declaratory judgment that Plaintiffs’ equitable lien upon and against the Property has priority over and ahead of, and superior to any and all interests claimed or held in the Property by Defendants Diaz, Integrated Financial Resources, and Chapter 13, and anyone claiming by, through or under either of them.

9. Further in the alternative only, for judgment declaring the amount due and payable to Plaintiffs, entering judgment in favor of Plaintiffs and against Defendants Diaz and

Integrated Financial Resources for said amount, and declaring that Plaintiffs are entitled to an equitable lien securing such amount and to foreclose their equitable lien, and actually foreclosing upon their equitable lien, as part of their efforts to collect and otherwise enforce all amounts due and owing to them, and to thereby foreclose out and extinguish all rights, titles, claims, and interests in, on, and to the Property held or claimed by Defendants Diaz, Integrated Financial Resources, and Chapter 13, the Doe Defendants, and each and/or any of them, and/or by anyone claiming by, though, or under either of them.

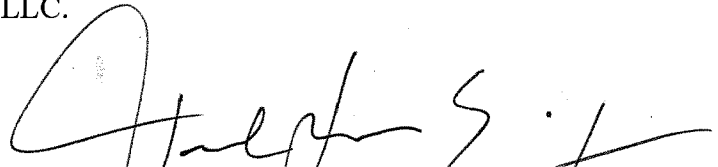
DATED this 17th day of May, 2024

FREEMAN LOVELL, PLLC


 Bradley L. Tilt
 Attorneys for Plaintiffs

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

The foregoing *Lis Pendens* was acknowledged before me this 17th day of May, 2024, 2024, by Bradley L. Tilt, of Freeman Lovell, PLLC.


 NOTARY PUBLIC

My Commission Expires:
12/05/2027

