



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Insurance Department

JONATHAN T. PIKE
Insurance Commissioner

Title & Escrow Commission Meeting

(<https://insurance.utah.gov/licensees/title/tec/>)

Date: **October 20, 2025**

Place: **In Person**

Virtual

Time: **9:00 AM**

Taylorsville SOB
4315 S. 2700 W.
Flaming Gorge Room
Taylorsville, UT 84129

Google Meet
meet.google.com/ubd-pzpq-tcw
573-621-2430 Phone
594 064 849# Password

ATTENDEES

TITLE & ESCROW COMMISSION

Chair, Nathan Sprague (*Insurer, Utah County*) Kim Cruz (*Insurer, Salt Lake County*)
Vice Chair, Kevin Parke (*Agency, Salt Lake County*) Warren Lignell (*Public, Utah County*)
Doug Newell (*Agency, Carbon County*)

DEPARTMENT STAFF

Jon Pike, *Insurance Commissioner* Reed Stringham, *Deputy Comm.* Tracy Klausmeier, *P&C Dir.*
Randy Overstreet, *Licensing Mgr.* Michael Covington, *CE Specialist* Patrick Lee, *Finance Dir.*
Steve Gooch, *PIO Recorder*

AGENDA

General Session: (Open to the Public)

- **Welcome** / Nathan Sprague, Chair
- **Telephone Roll Call**
- **Swear in New Board Member** / Jeanine Couser
 - Warren Lignell
- **Thank Outgoing Member for Service** / Reed
 - Jeff Mathews
- **Adopt Minutes of Previous Meeting**
- **Concurrence Reports** / Nathan
 - Licenses
 - Penalties
 - New concurrence process / Reed
 - Kimberly J. Mosby and Gateway Title Insurance Agency LLC, Docket #2025-4824
 - Express Title Insurance Agency Inc., Docket #2025-4850
 - Continuing education
- **Update on 2025 Goals**
 - ULTA report / Kim
- **Marketing Questions** / Tracy
 - Q1: Can a title company be a sponsor of the Women's Council of Realtors' state orientation?
- **New Business**
 - Annual board member training / Perri Babalis

- Repeal of R592-1 / Reed
- Request for a rule to require a title licensee to disclose an ABA relationship to a consumer / Joseph
- **Old Business**
- **Other Business**
 - Construction money rule / Reed
 - Subcommittee report on amending capitalization requirements / Reed
 - Report on hiring of title insurance regulator / Tracy
 - Report on recommendations for Insurance Amendments bill / Reed
- **Hot Topics**

Executive Session (None)

- **Adjourn**
- **Next Meeting: November 10, 2025** — Flaming Gorge Room, Taylorsville State Office Building

2025 Meeting Schedule

Jan 13** ONLINE	Feb 10** ONLINE	Mar 10 Flaming Gorge	Apr 14 Flaming Gorge	May 12* Flaming Gorge	Jun 9 Flaming Gorge
Jul 14 Flaming Gorge	Aug 18 Flaming Gorge	Sep 8 Flaming Gorge	Oct 20* Flaming Gorge	Nov 10 Flaming Gorge	Dec 8** ONLINE

*Proposed TEC/REC meeting immediately following

**Online only

2025 Goals

1. Continue making sure continuing education and testing are relevant
2. Continue working with the Real Estate Commission
3. Continue working with the ULTA as a liaison
4. Increase awareness of cyber and wire fraud's effect on consumers and agencies
5. Increase awareness of affiliated business arrangements (ABA)
6. Increase consumer awareness of the role a title insurance company plays in a real estate transaction
7. Increase industry's awareness of the marketing rule and how to ask questions

Title Agency Licensing
Sep 2025

New Licenses

Agency ID	Name	Orig. Issue Date	Expire Date	LOA
(none)				

Renewal Licenses

Agency ID	Name	Orig. Issue Date	Expire Date	LOA
12536	BARTLETT TITLE INSURANCE AGENCY INC	2003-07-02	2027-09-30	TE
12536	BARTLETT TITLE INSURANCE AGENCY INC	2003-07-02	2027-09-30	TS
161698	CITADEL TITLE AND ESCROW LLC	2009-09-10	2027-09-30	TE
161698	CITADEL TITLE AND ESCROW LLC	2009-09-10	2027-09-30	TS
203821	FREEDOM TITLE INSURANCE AGENCY LLC	2023-09-07	2027-09-30	TE
203821	FREEDOM TITLE INSURANCE AGENCY LLC	2023-09-07	2027-09-30	TS
172939	FRONTIER TITLE INSURANCE AGENCY, INC.	2013-09-30	2027-09-30	TE
172939	FRONTIER TITLE INSURANCE AGENCY, INC.	2013-09-30	2027-09-30	TS
191923	MASTERS TITLE INSURANCE AGENCY LLC	2019-09-17	2027-09-30	TE
191923	MASTERS TITLE INSURANCE AGENCY LLC	2019-09-17	2027-09-30	TS
6509	NORTHERN TITLE COMPANY	1983-09-23	2027-09-30	TE
6509	NORTHERN TITLE COMPANY	1983-09-23	2027-09-30	TS
191789	SECURED LAND TRANSFERS LLC	2019-09-03	2027-09-30	TE
191789	SECURED LAND TRANSFERS LLC	2019-09-03	2027-09-30	TS
6757	SECURITY TITLE COMPANY OF GARFIELD COUNTY	1989-09-20	2027-09-30	TE
6757	SECURITY TITLE COMPANY OF GARFIELD COUNTY	1989-09-20	2027-09-30	TS
12640	UTAH FIRST TITLE INSURANCE AGENCY, LLC	2003-07-31	2027-09-30	TE
12640	UTAH FIRST TITLE INSURANCE AGENCY, LLC	2003-07-31	2027-09-30	TS
161851	VANTAGE POINT TITLE AGENCY	2009-09-17	2027-09-30	TE
161851	VANTAGE POINT TITLE AGENCY	2009-09-17	2027-09-30	TS

Lapsed Licenses

Agency ID	Name	Orig. Issue Date	Expire Date	LOA
(none)				

Reinstated Licenses

Agency ID	Name	Orig. Issue Date	Expire Date	Reinstated	LOA
(none)					

Title Agent Licensing
Sep 2025

New Licenses

Agent ID	Name	Orig. Issue Date	Expire Date	LOA
1928493	KEITER, JOHN	2025-09-11	2028-06-30	TE
2188767	LAW, CHRISTOPHER	2025-09-30	2027-12-31	TS
2188767	LAW, CHRISTOPHER	2025-09-30	2027-12-31	TE
2191299	ROBBINS, MICHELLE	2025-09-26	2028-06-30	TS
2191708	SHOELL, STERLING	2025-09-26	2027-12-31	TE
2191708	SHOELL, STERLING	2025-09-26	2027-12-31	TS

Renewed Licenses

Agent ID	Name	Orig. Issue Date	Expire Date	LOA
1400750	ADAIR, BROOKE	2009-09-15	2027-09-30	TE
1975907	ALLISON, LAUREN	2021-09-21	2027-09-30	TE
1622228	ALLRED, CHANIECE	2015-09-21	2027-09-30	TE
85881	ANDERSON, ELTON	2003-01-14	2027-09-30	TE
1931987	Adams, Elizabeth	2021-02-22	2027-09-30	TMR
1699059	BARKHURST, BRAD	2017-03-01	2027-09-30	TS
106722	BARTLETT, KIMBERLY	2004-10-14	2027-09-30	TE
114368	BLACK, AIMEE	2005-06-03	2027-09-30	TE
119040	BOWDISH, KRISTI	2005-09-23	2027-09-30	TE
1464962	BRADY, SCOTT	2011-09-15	2027-09-30	TE
1464962	BRADY, SCOTT	2011-09-15	2027-09-30	TS
89349	BRAKEY, JULIA	2022-12-22	2027-09-30	TS
89349	BRAKEY, JULIA	2003-04-28	2027-09-30	TE
2087709	Basham, Bracken	2023-07-18	2027-09-30	TE
1921198	CARINE, ANNE	2021-01-08	2027-09-30	TE
1921198	CARINE, ANNE	2021-01-20	2027-09-30	TS
1528486	CHILD, JESSICA	2013-09-30	2027-09-30	TE
2005184	CHIPMAN, WHITNEY	2023-08-03	2027-09-30	TE
1925605	CHRISTENSEN, ELYSA	2022-02-28	2027-09-30	TS
1925605	CHRISTENSEN, ELYSA	2021-06-01	2027-09-30	TE
37324	COPE, SANDRA	1992-12-15	2027-09-30	TE
88646	Carpenter, Naomi	2003-04-07	2027-09-30	TE
1781713	EVERS, JOCELYN	2018-10-23	2027-09-30	TE
2058599	Eisman, Michele	2022-12-02	2027-09-30	TE
1520598	FERRON, CAMINEE	2013-05-08	2027-09-30	TS
1718486	FRAHM, ERIKA	2017-08-07	2027-09-30	TE
32888	GARDNER, TERRI	1995-01-06	2027-09-30	TE
25465	GLIKO, DARCY	1997-02-03	2027-09-30	TE
62629	GREEN, CHRISTINE	2001-02-08	2027-09-30	TS

Renewed Licenses

Agent ID	Name	Orig. Issue Date	Expire Date	LOA
43307	GUNN, DONNA	1994-10-18	2027-09-30	TMR
43307	GUNN, DONNA	1994-10-18	2027-09-30	TE
2083983	HEBRANK, REBECCA	2023-04-26	2027-09-30	TS
36599	HIGBY, CHRISTIAN	2012-11-15	2027-09-30	TMR
110368	HOGGAN, THOMAS	2009-10-09	2027-09-30	TMR
1802775	HUDDLESTON, ADAM	2019-01-15	2027-09-30	TE
69263	JEFFREY, JULIE	2001-08-28	2027-09-30	TE
38010	JENSEN, LANCE	1998-10-08	2027-09-30	TS
62285	JOHNSON, JODY	2001-02-02	2027-09-30	TE
1916964	JONES, CHRISTINA	2021-06-25	2027-09-30	TS
45609	JONES, JENNIFER	1995-05-10	2027-09-30	TE
115184	JUSTESEN, JOHN	2005-06-24	2027-09-30	TE
116406	LLOYD, MATHEW	2016-09-12	2027-09-30	TS
116406	LLOYD, MATHEW	2005-07-27	2027-09-30	TE
146822	LOWE, BERGUNDY	2007-06-08	2027-09-30	TE
1620059	MANNING, MEGAN	2017-03-30	2027-09-30	TE
1620059	MANNING, MEGAN	2015-07-09	2027-09-30	TS
151676	MARCHBANKS, KELLEY	2007-08-30	2027-09-30	TE
1810836	MARETT, BREANNA	2019-03-13	2027-09-30	TE
1937405	MAXWELL, TYLER	2021-03-19	2027-09-30	TS
138821	MCDONALD, JENNIFER	2007-01-05	2027-09-30	TE
51926	MEDINA, FRANK	1992-11-06	2027-09-30	TS
1701286	MERRICK, CALLAN	2017-04-03	2027-09-30	TE
1701286	MERRICK, CALLAN	2023-11-30	2027-09-30	TS
1628596	MOUNT, KELSEY	2015-09-16	2027-09-30	TE
89592	Meeks, Jenafer	2003-04-28	2027-09-30	TE
87915	OETTLI, ADAM	2003-03-19	2027-09-30	TMR
2032859	OLSEN, MATTHEW	2022-10-12	2027-09-30	TE
2032859	OLSEN, MATTHEW	2022-10-12	2027-09-30	TS
82631	PETTEY, MATTHEW	2002-12-06	2027-09-30	TS
82631	PETTEY, MATTHEW	2002-10-21	2027-09-30	TE
1877213	PORTER, CANDICE	2020-10-26	2027-09-30	TE
1877213	PORTER, CANDICE	2020-10-26	2027-09-30	TS
1619737	SANDERS, JESSICA	2021-01-28	2027-09-30	TE
66285	SMITH, DAVID	2005-09-28	2027-09-30	TE
66285	SMITH, DAVID	2001-11-28	2027-09-30	TMR
66285	SMITH, DAVID	2016-02-05	2027-09-30	TS
87689	SPENCER, ERIC	2003-03-07	2027-09-30	TS
41623	SPERRY, MICHAEL	2003-05-28	2027-09-30	TE
41623	SPERRY, MICHAEL	1999-08-10	2027-09-30	TS
94230	STOCK, J	2003-09-16	2027-09-30	TS
94230	STOCK, J	2007-05-18	2027-09-30	TE

Renewed Licenses

Agent ID	Name	Orig. Issue Date	Expire Date	LOA
34195	SUA-FILO, CANDIDA	1993-03-24	2027-09-30	TS
34195	SUA-FILO, CANDIDA	1993-06-10	2027-09-30	TE
1786588	TAYLOR, JAROM	2018-10-01	2027-09-30	TS
89392	TRAN, YVONNE	2003-04-24	2027-09-30	TMR
1591019	TYREE, JESSICA	2015-08-11	2027-09-30	TE
149813	Talbot, Kristal	2007-08-08	2027-09-30	TE
1976423	WALKER, DAVID	2023-01-11	2027-09-30	TE
1976423	WALKER, DAVID	2024-07-02	2027-09-30	TS
39462	WALL, GLENDA	1998-10-23	2027-09-30	TE
1389995	WATTS, STEPHANIE	2017-04-13	2027-09-30	TE
2097942	WEBB, AMBER	2023-08-28	2027-09-30	TMR
40896	WINWARD, KIM	1992-12-17	2027-09-30	TE

Lapsed Licenses

Agent ID	Name	Orig. Issue Date	Expired Date	LOA
2094038	CAMIS, ALYSSA	2023-08-01	2025-08-31	TE
2058000	CHACON, HEATHER	2022-09-26	2025-08-31	TE
112713	CHRISTENSEN, F	2005-04-19	2025-08-31	TS
112713	CHRISTENSEN, F	2005-04-14	2025-08-31	TE
1941245	CLARK, BRIDGETTE	2021-04-06	2025-08-31	TE
33531	COLORADO, BELISARIO	1999-01-20	2025-08-31	TE
94250	COWDIN, BRITANI	2021-01-15	2025-08-31	TS
94250	COWDIN, BRITANI	2003-09-18	2025-08-31	TE
38505	JOHNSON, TYLER	1996-09-19	2025-08-31	TE
2098145	VOLUSE, STEVEN	2023-08-18	2025-08-31	TS
1835205	WEIERHOLT, ERIK	2019-08-26	2025-08-31	TS
1835205	WEIERHOLT, ERIK	2019-08-26	2025-08-31	TE
1781619	WHITING, TAYLOR	2018-09-13	2025-08-31	TE

Reinstated Licenses

Agent ID	Name	Orig. Issue Date	Expire Date	Reinstated	LOA
1958399	MAHFOUZ, WILL	2021-08-13	2027-08-31	2025-09-08	TS
42473	STAPLES, PATRICIA	2007-07-30	2027-08-31	2025-09-09	TE
42473	STAPLES, PATRICIA	2000-05-08	2027-08-31	2025-09-09	TMR

SHELLEY A. COUDREAUT (9663)
Assistant Attorney General
DEREK E. BROWN (10476)
Attorney General
Attorneys for Utah Insurance Department
160 East 300 South, 5th Floor
P.O. Box 140874
Salt Lake City, Utah 84114-0874
Telephone: (801) 366-0375
Email: sacoudreaut@agutah.gov

**BEFORE THE UTAH INSURANCE COMMISSIONER
OF THE STATE OF UTAH**

UTAH INSURANCE DEPARTMENT, Complainant, vs. KIMBERLY J. MOSBY AND GATEWAY TITLE INSURANCE AGENCY, LLC., Respondents.	NOTICE OF FORMAL AGENCY ACTION Docket No. 2025-4824 Donald H. Hansen Administrative Law Judge/Presiding Officer
---	---

THE UTAH INSURANCE DEPARTMENT TO THE ABOVE-NAMED
RESPONDENTS, Kimberly J. Mosby and Gateway Title Insurance Agency, LLC:

Please take notice that a formal adjudicative proceeding has been commenced in the above-captioned matter pursuant to Utah Code § 63G-4-204 through 209 and Utah Admin. Code R.590-160 and is based upon the Complaint filed in this matter, a copy of which is attached hereto and incorporated herein by this reference.

Your written response to the attached Complaint must be **received within thirty (30)** days of the date of the first mailing of this Notice. Pursuant to Utah Code Ann. § 63G-4-204,

your response must contain the name of the adjudicative proceeding (the caption), the docket number, a statement of the relief you seek, a statement of the pertinent facts, and a statement summarizing the reasons that the relief requested should be granted. If you fail to respond within the time specified, default may be entered against you pursuant to Utah Code Ann. § 63G-4-209.

DATED this 14th day of July 2025.

JONATHANT. PIKE
Utah Insurance Commissioner

/s/ Donald H. Hansen
DONALD H. HANSEN
Administrative Law Judge/Presiding Officer
Utah Insurance Department
4315 S. 2700 W., Suite 2300
Taylorsville, UT 84129
Telephone: 801-957-9321
Email: uidadmincases@utah.gov

SHELLEY A. COUDREAUT (9663)
Assistant Attorney General
DEREK E. BROWN (10476)
Attorney General
Attorneys for Utah Insurance Department
160 East 300 South, 5th Floor
P.O. Box 140874
Salt Lake City, Utah 84114-0874
Telephone: (801) 366-0375
Email: sacoudreaut@agutah.gov

**BEFORE THE UTAH INSURANCE COMMISSIONER
OF THE STATE OF UTAH**

UTAH INSURANCE DEPARTMENT, Complainant, vs. KIMBERLY J. MOSBY AND GATEWAY TITLE INSURANCE AGENCY, LLC., Respondents.	VERIFIED COMPLAINT Docket No. 2025-4824 Donald H. Hansen Administrative Law Judge/Presiding Officer
---	---

COMES NOW Complainant Utah Insurance Department (“Department”) by and through its attorney, Shelley A. Coudreaut, Assistant Attorney General, and makes the following allegations against Kimberly J. Mosby and Gateway Title Insurance Agency, LLC, (hereafter collectively referred to as “Respondents”) in this formal adjudicative proceeding:

1. All actions complained of occurred within the State of Utah.
2. Pursuant to Utah Code § 31A-1-105, 31A-2-201, and 31A-2-308, the Department has jurisdiction over this matter.

3. Respondent, Kimberly Mosby (“Mosby”) is a Utah resident producer individual insurance licensee authorized to do the business of insurance under Utah license number 232807.

4. Mosby is the owner, qualifying active officer, and designated responsible licensed person for Gateway Title Insurance Agency LLC.

5. Respondent Mosby’s current mailing address provided to the Department by Mosby, as required by Utah Code Ann. §31A-23a-412, is [REDACTED]

[REDACTED].

6. Respondent Gateway Title Insurance Agency, LLC., (“Gateway”) is a Utah resident producer organization licensee, owned by Mosby, and holding Utah license number 343900.

7. Respondent Gateway’s current mailing address, provided to the Department by Mosby as required by Utah Code Ann. §31A-23a-412, is [REDACTED]

[REDACTED].

STATEMENT OF FACTS

8. On March 25, 2025, the Utah Insurance Department (“Department”) received notice from First American Title (“First American”) that they had terminated their agency agreement with Gateway because First American had been informed that Gateway had closed its doors.

9. First American confirmed that a representative of First American had visited Gateway’s office and found the doors were locked and the office was dark.

10. The First American representative called Mosby and left a voicemail message. Mosby responded by email stating that Gateway was no longer operating as a title agency.

11. Mosby further indicated to First American that she was dissolving the company. Mosby stated that she had a “wire fraud incident” in October 2024 and was going to file personal bankruptcy to get out of an office lease with Security National.

12. On April 14, 2025, the Department received a consumer complaint made against the Respondents. The complaint alerted the Department to approximately \$7,000 in unreleased escrow funds held by Gateway. The consumer stated he had not been able to get in touch with anyone at Gateway, nor had he received any contact from the Respondents regarding the release of his escrow funds.

13. On April 15, 2025, the Department contacted the Respondents by both phone and email. The Department notified the Respondents of the consumer complaint and, as part of the Department’s investigation, required the Respondents to provide information to the Department regarding the consumer escrow transaction, including 1) detailed information on escrow accounts, 2) bank statements, 3) ledgers, 4) wind-down procedures, 5) license plans, and 6) an update on the October 2024 wire fraud.

14. The Respondents’ responses to the Department were largely deficient. Respondents provided only a screenshot of bank activity current to November 2023, instead of any recent statements. Respondents failed to provide escrow ledger details, a comprehensive wind-down plan, or clear information about their license plans. Although, Respondents provided to the Department a police report and email correspondence regarding the October 2024 wire fraud, Respondents failed to provide any explanation of how it was being resolved.

15. In an email from Mosby to the Department, dated April 17, 2025, Mosby confirmed that the October 2024 wire fraud, which totaled \$331,826.07, was a result of her employee, [REDACTED], sending out a mortgage payoff without confirming the correct wire instructions.

16. [REDACTED] (“[REDACTED]”) is an unlicensed individual who previously held Utah resident producer individual title escrow license, number [REDACTED]. On October 3, 2021, [REDACTED] pled guilty to one (1) count of Unlawful Dealing of Property By a Fiduciary, a 3rd Degree felony, after she was found to have fraudulently wired \$30,000 from her then employer’s Trust account to a bank account belonging to [REDACTED]’s son. (See State of Utah vs. [REDACTED], Case # [REDACTED], third Judicial District-Salt Lake County District Court, Salt Lake County, State of Utah).

17. After her criminal conviction, [REDACTED] surrendered her Utah resident license in lieu of administrative action.

18. [REDACTED]’s criminal conviction to Unlawful Dealing of Property By a Fiduciary, a Third Degree Felony, qualifies as a felony conviction involving dishonesty or breach of trust, making it unlawful for the Respondents to employ [REDACTED] to engage or participate in the business of insurance, including activities incidental to the business of insurance under Utah Code § 31A-23a-111(5)(b)(xxv) and 18 U.S.C. § 1033(e)(1)(B).

19. In her April 17, 2025, email, Mosby not only admits to employing [REDACTED], but also admits to knowing the details of [REDACTED]’s crime.

20. On April 16, 2025, the consumer contacted the Department stating that he still had not been contacted by the Respondents and that the escrow issue had not been resolved. The consumer further advised the Department that he had spoken to former escrow agents employed by Gateway, who indicated that other clients of the Respondents had also not received their escrow money held on deposit with Gateway, and that the money was no longer in the Respondents’ account.

21. On April 16, 2025, the Department again contacted the Respondents via email,

through Mosby, regarding the new information received from the consumer. Respondents were ordered to provide an immediate response to the Department. Respondents failed to respond.

22. On April 17, 2025, based on the consumer allegations made against the Respondents, the fact that Gateway did not have an affiliation/appointment with a title insurer as required by Utah Code § 31A-23a-115, and concerns about the unreturned escrow funds, Utah Insurance Commissioner Jonathan T. Pike issued an Emergency Order pursuant to Utah Code § 63G-4-502(1).

23. The Emergency Order suspended the Respondents' licenses, and ordered the Respondents to, among other things, 1) promptly comply with all requests for information from the Department, and 2) to provide to the Department a detailed ledger of all past and currently held escrow funds.

24. On May 14, 2025, the Respondents, through Mosby, sent an email to the Department confirming that the Respondents were still holding funds for the consumer totaling almost \$6,832.22.

25. Further investigation by the Department found that on February 21, 2025, Mosby closed the Gateway Trust account and misappropriated funds that did not belong to the Respondents by making a final withdrawal of \$31, 240.18 via a cashier's check made payable to Mosby.

26. Numerous checks that were presented for payment to the Trust account after the date Mosby closed the Trust account were not paid due to insufficient funds.

27. A review of the Trust account records show that on April 26, 2024, the Respondents misappropriated funds by paying at least two credit payments from the Trust account using funds that did not belong to the Respondents.

28. A review of the Trust account records also show that on August 1, 2023, the Respondents misappropriated funds that did not belong to the Respondents when Respondents initiated a telephone transfer from the Trust account to the Respondents' business operating account. At the time, the Respondents' operating account had a daily negative balance. The transfer from the Trust

account resulted in the December 2023 FATCO Audit Report showing a discrepancy in the Trust account.

29. Further investigation by the Department determined that Respondents failed to remit premiums in the amount of \$16,542.35 to First American Title Insurance Company.

30. Continued requests for information by the Department for specific details regarding the closure of Gateway's trust account on February 21, 2025, the disposition of the \$31,240.18 from the Trust account, the nature of "Manifest My Destiny LLC BOH and its \$20,000 wire transfer to Gateway's Trust account, as well as explanation for numerous large transfers from Gateway's Trust account all went unanswered by the Respondents.

31. Respondents have failed to respond to numerous requests for information and have failed to comply with the Order requiring Respondents to provide the requested information, showing a clear pattern of non-cooperation with the investigation.

32. The Commissioner has legal authority to impose penalties on the Department's licensees who violate the Utah Insurance Code. Utah Code § 31A-2-308.

CAUSE OF ACTION

33. Pursuant to Utah Code § 31A-23a-406(5)(b)(5), money held in escrow may only be used to fulfill the terms of the individual escrow under which the money is accepted.

34. Pursuant to Utah Code § 31A-23a-406(7)(a), a check from the trust account may not be drawn, executed, or dated, or money otherwise disbursed unless the segregated trust account from which money is to be disbursed contains a sufficient credit balance consisting of collected and cleared money at the time the check is drawn, executed, or dated, or money is otherwise disbursed.

35. Pursuant to Utah Code 31A-23a-409(1)(c), a licensee owes to insureds and insurers the fiduciary duties of a trustee with respect to money to be forwarded to insurers or insureds through the licensee.

36. Pursuant to Utah Code § 31A-23a-409(1)(d)(ii), money deposited under this Subsection shall remain in an account authorized under Subsection (2) until sent to the appropriate payee.

37. Pursuant to Utah Code § 31A-23a-409(6), a licensee who, not being lawfully entitled to do so, diverts or appropriates any portion of the money held under Subsection (1) to the licensee's own use, is guilty of theft under Title 76, Chapter 6, Part 4, and subject to Sanction under Utah Code § 31A-2-308.

38. Pursuant to Utah Code § 31A-2-202(1), when relevant, either directly or indirectly, to the performance of the commissioner's duties under this title, the commissioner may require from any person subject to regulation under this title, in whatever reasonable form and reasonable intervals the Commissioner designates, a statement, an answer to a questionnaire, other information, and evidence of the information described in subsections (1)(a)(i) through (iv).

RELIEF REQUESTED

WHEREFORE, complainant Utah Insurance Department seeks the following relief in this formal administrative proceeding:

1. That Respondent Mosby's Utah resident producer individual insurance license, number 232807, be revoked.

2. That Respondent Gateway's Utah resident producer organization license, number 343900, be revoked.

3. That pursuant to Utah Code § 31A-23a-204(10), First Utah Bank shall freeze the Gateway Title Insurance Agency LLC Trust bank accounts, account number [REDACTED].

4. That within 10 days of the Order, Respondents be ordered to provide to the Department its full escrow ledgers dated between January 2018 through July 31, 2025.

5. That the Commissioner or Presiding Officer grant any and all such additional penalties or relief as deemed just and fair under the circumstances.

DATED this 11th day of July 2025.

DEREK E. BROWN
Utah Attorney General

/s/ Shelley A. Coudreaut
Shelley A. Coudreaut
Assistant Attorney General
Utah Insurance Department

VERIFICATION

I, Jaimee George, declare under criminal penalty of Utah that (1) I am employed by the Utah Insurance department, (2) I am authorized to make this Verification on behalf of the Utah Insurance Department, and (3) the facts set forth in the foregoing Verified Complaint are true based on the files and records of the Utah Insurance Department to the best of my knowledge, information, and belief.

DATED this 11th day of July 2025.

UTAH INSURANCE DEPARTMENT

/s/ Jaimee George
JAIMEE GEORGE
Utah Insurance Department

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of the foregoing

Notice of Formal Agency Action and Compliant were emailed to:

Kimberly J. Mosby

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Gateway Title Insurance Agency, LLC

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

and

Shelley A. Coudreaut
Assistant Attorney General
sacoudreaut@agutah.gov

DATED this 14th day of July 2025.

/s/ Jeanine Couser
Jeanine Couser
Utah Insurance Department
4315 S. 2700 W., Suite 2300
Taylorsville, UT 84129
801-957-9321

**BEFORE THE UTAH INSURANCE COMMISSIONER
OF THE STATE OF UTAH**

UTAH INSURANCE DEPARTMENT,

Complainant,

vs.

KIMBERLY J. MOSBY,

and

**GATEWAY TITLE INSURANCE
AGENCY, LLC.,**

Respondents.

JUDGMENT BY DEFAULT

Docket No. 2025-4824

Donald H. Hansen
Administrative Law Judge/Presiding Officer

This matter was commenced on July 14, 2025, when Complainant, the Utah Insurance Department (“Department”) filed a Notice of Formal Agency Action and Verified Complaint seeking 1) revocation of the Respondents’ licenses, 2) an order freezing Respondent Gateway’s escrow trust account, and 3) requiring Respondents to submit information to the Department no later than 10 days after the Order was entered. The Complaint and Notice were properly served on the Respondents by email on July 14, 2025, at the following email address:

██████████; and ██████████, Respondents email addresses on record with the Department.

Pursuant to Utah Code § 63G-4-204(1), the Notice of Formal Agency Action informed the Respondents that they were required to file and serve a written response within 30 days of service of the Notice of Agency Action. The Notice also advised that if Respondents failed to respond within 30 days, a default may be entered against them.

On July 29, 2025, Respondent Mosby sent a “Notice of Intent” and “Invoice” in the amount of \$606,200, to counsel for the Department and the Presiding Officer for what she alleged were violations of law. However, Respondents did not file an answer or other response to the Complaint within 30 days or at any other time.

The Department timely filed its Motion to Enter Default Judgment on August 14, 2025. The Department’s Motion to Enter Default Judgment was served on Respondents by email, at Respondents’ email addresses indicated above.

Accordingly, the Department’s Motion to Enter Default was granted and the Order granting Complainant’s Motion for Default and entering Respondents’ default was entered on August 15, 2025.

Utah Code § 63G-4-209(4)(a) provides that:

“In an adjudicative proceeding begun by the agency...the presiding officer shall, after issuing the order of default, conduct any further proceedings necessary to complete the adjudicative proceeding without the participation of the party in default and shall determine all issues in the adjudicative proceeding, including those affecting the defaulting party...In an adjudicative proceeding that has no parties other than the agency and the party in default, the presiding officer shall, after issuing the order of default, dismiss the proceeding.”

Based on the foregoing provisions of law, the Verified Complaint sworn to by Jaimee George, and the facts appearing in the agency’s files and on the record, by a preponderance of the evidence, the Presiding Officer enters the following:

FINDINGS OF FACT

1. Respondent, Kimberly Mosby (“Mosby”) is a Utah resident producer individual insurance licensee authorized to do the business of insurance under Utah license number 232807.

2. Mosby is the owner, qualifying active officer, and designated responsible licensed person for Gateway Title Insurance Agency LLC.

3. Respondent Mosby's current mailing address provided to the Department by Mosby, as required by Utah Code Ann. §31A-23a-412, is [REDACTED]

[REDACTED].

4. Respondent Gateway Title Insurance Agency, LLC., ("Gateway") is a Utah resident producer organization licensee, owned by Mosby, and holding Utah license number 343900.

5. Respondent Gateway's current mailing address, provided to the Department by Mosby as required by Utah Code Ann. §31A-23a-412, is [REDACTED]

[REDACTED].

6. On March 25, 2025, the Utah Insurance Department ("Department") received notice from First American Title ("First American") that they had terminated their agency agreement with Gateway because First American had been informed that Gateway had closed its doors.

7. First American confirmed that a representative of First American had visited Gateway's office and found the doors were locked and the office was dark.

8. The First American representative called Mosby and left a voicemail message. Mosby responded by email stating that Gateway was no longer operating as a title agency.

9. Mosby further indicated to First American that she was dissolving the company. Mosby stated that she had a "wire fraud incident" in October 2024 and was going to file personal bankruptcy to get out of an office lease with Security National.

10. On April 14, 2025, the Department received a consumer complaint made against the Respondents. The complaint alerted the Department to approximately \$7,000 in unreleased escrow funds held by Gateway. The consumer stated he had not been able to get in touch with anyone at Gateway, nor had he received any contact from the Respondents regarding the release of his escrow funds.

11. On April 15, 2025, the Department contacted the Respondents by both phone and email. The Department notified the Respondents of the consumer complaint and, as part of the Department's investigation, required the Respondents to provide information to the Department regarding the consumer escrow transaction, including 1) detailed information on escrow accounts, 2) bank statements, 3) ledgers, 4) wind-down procedures, 5) license plans, and 6) an update on the October 2024 wire fraud.

12. The Respondents' responses to the Department were largely deficient. Respondents provided only a screenshot of bank activity current to November 2023, instead of any recent statements. Respondents failed to provide escrow ledger details, a comprehensive wind-down plan, or clear information about their license plans. Although, Respondents provided to the Department a police report and email correspondence regarding the October 2024 wire fraud, Respondents failed to provide any explanation of how it was being resolved.

13. In an email from Mosby to the Department, dated April 17, 2025, Mosby confirmed that the October 2024 wire fraud, which totaled \$331,826.07, was a result of her employee, [REDACTED], sending out a mortgage payoff without confirming the correct wire instructions.

14. [REDACTED] ("[REDACTED]") is an unlicensed individual who previously held Utah resident producer individual title escrow license, number [REDACTED]. On October 3, 2021, [REDACTED] pled guilty to one (1) count of Unlawful Dealing of Property By a Fiduciary, a 3rd Degree felony, after she was found to have fraudulently wired \$30,000 from her then employer's Trust account to a bank account belonging to [REDACTED]'s son. (See State of Utah vs. [REDACTED], Case # [REDACTED], third Judicial District-Salt Lake County District Court, Salt Lake County, State of Utah).

15. After her criminal conviction, [REDACTED] surrendered her Utah resident license in lieu

of administrative action.

16. [REDACTED]'s criminal conviction to Unlawful Dealing of Property By a Fiduciary, a Third Degree Felony, qualifies as a felony conviction involving dishonesty or breach of trust, making it unlawful for the Respondents to employ [REDACTED] to engage or participate in the business of insurance, including activities incidental to the business of insurance under Utah Code § 31A-23a-111(5)(b)(xxv) and 18 U.S.C. § 1033(e)(1)(B).

17. In her April 17, 2025, email, Mosby not only admits to employing [REDACTED], but also admits to knowing the details of [REDACTED]'s crime.

18. On April 16, 2025, the consumer contacted the Department stating that he still had not been contacted by the Respondents and that the escrow issue had not been resolved. The consumer further advised the Department that he had spoken to former escrow agents employed by Gateway, who indicated that other clients of the Respondents had also not received their escrow money held on deposit with Gateway, and that the money was no longer in the Respondents' account.

19. On April 16, 2025, the Department again contacted the Respondents via email, through Mosby, regarding the new information received from the consumer. Respondents were ordered to provide an immediate response to the Department. Respondents failed to respond.

20. On April 17, 2025, based on the consumer allegations made against the Respondents, the fact that Gateway did not have an affiliation/appointment with a title insurer as required by Utah Code § 31A-23a-115, and concerns about the unreturned escrow funds, Utah Insurance Commissioner Jonathan T. Pike issued an Emergency Order pursuant to Utah Code § 63G-4-502(1).

21. The Emergency Order suspended the Respondents' licenses, and ordered the Respondents

to, among other things, 1) promptly comply with all requests for information from the Department, and 2) to provide to the Department a detailed ledger of all past and currently held escrow funds.

22. On May 14, 2025, the Respondents, through Mosby, sent an email to the Department confirming that the Respondents were still holding funds for the consumer totaling almost \$6,832.22.

23. Further investigation by the Department found that on February 21, 2025, Mosby closed the Gateway Trust account and misappropriated funds that did not belong to the Respondents by making a final withdrawal of \$31,240.18 via a cashier's check made payable to Mosby.

24. Numerous checks that were presented for payment to the Trust account after the date Mosby closed the Trust account were not paid due to insufficient funds.

25. A review of the Trust account records show that on April 26, 2024, the Respondents misappropriated funds by paying at least two credit payments from the Trust account using funds that did not belong to the Respondents.

26. A review of the Trust account records also show that on August 1, 2023, the Respondents misappropriated funds that did not belong to the Respondents when Respondents initiated a telephone transfer from the Trust account to the Respondents' business operating account. At the time, the Respondents' operating account had a daily negative balance. The transfer from the Trust account resulted in the December 2023 FATCO Audit Report showing a discrepancy in the Trust account.

27. Further investigation by the Department determined that Respondents failed to remit premiums in the amount of \$16,542.35 to First American Title Insurance Company.

28. Continued requests for information by the Department for specific details regarding the closure of Gateway's trust account on February 21, 2025, the disposition of the \$31,240.18 from the Trust account, the nature of "Manifest My Destiny LLC BOH and its \$20,000 wire transfer to Gateway's Trust account, as well as explanation for numerous large transfers from Gateway's Trust

account all went unanswered by the Respondents.

29. Respondents have failed to respond to numerous requests for information and have failed to comply with the Order requiring Respondents to provide the requested information, showing a clear pattern of non-cooperation with the investigation.

30. The Commissioner has legal authority to impose penalties on the Department's licensees who violate the Utah Insurance Code. Utah Code § 31A-2-308.

CONCLUSIONS OF LAW

1. Pursuant to Utah Code §§ 31A-1-105, 31A-2-201, and 31A-2-308, the Department has jurisdiction over this matter.

2. The Commissioner has legal authority to impose penalties on the Department's licensees who violate the Utah Insurance Code pursuant to Utah Code § 31A-2-308.

3. The Presiding Officer is duly designated by the Insurance Commissioner to adjudicate this matter.

4. Respondents violated Utah Code § 31A-23a-406(5)(b)(5), when Respondents used money held in escrow for other purposes than to fulfill the terms of the individual escrow under which the money was accepted.

5. Respondents violated Utah Code § 31A-23a-406(7)(a), when a check from the trust account was drawn, executed, or dated, or money was otherwise disbursed and the segregated trust account from which money was to be disbursed did not contain a sufficient credit balance consisting of collected and cleared money at the time the check was drawn, executed, or dated, or money was otherwise disbursed.

6. Respondents violated Utah Code § 31A-23a-409(1)(c), by failing to exercise their fiduciary duties as a trustee with respect to money to be forwarded to insurers or insureds

through the licensee.

7. Respondents violated Utah Code § 31A-23a-409(1)(d)(ii), by failing to keep money deposited under this Subsection in an account authorized under Subsection (2) until sent to the appropriate payee.

8. Respondents violated Utah Code § 31A-23a-409(6), when not being lawfully entitled to do so, diverted or appropriated any portion of the money held under Subsection (1) to the licensee's own use.

9. Respondents violated Utah Code § 31A-2-202, by failing to reply promptly in writing or in other designated form to reasonable written inquiries from the Commissioner.

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby Ordered that:

1. Respondent Mosby's Utah resident producer individual insurance license, number 232807, is revoked.

2. Respondent Gateway's Utah resident producer organization license, number 343900, is revoked.

3. Pursuant to Utah Code § 31A-23a-204(10), First Utah Bank shall immediately freeze the Gateway Title Insurance Agency LLC Trust bank accounts, account number [REDACTED].

4. Respondents are Ordered to submit to the Department its full escrow ledgers dated between January 2018, through July 31, 2025, within 10 days of the Order.

//

//

//

DATED this 18th day of August 2025.

JONATHAN T. PIKE
Utah Insurance Commissioner

/s/ Donald H. Hansen
DONALD H. HANSEN
Administrative Law Judge/Presiding Officer
Utah Insurance Department
4315 South 2700 West, Suite 2300
Taylorsville, UT 84129
801-957-9321
Email: uidadmincases@utah.gov

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of foregoing
Judgment by Default Order was sent via electronic mail to the following:

Kimberly J. Mosby

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Gateway Title Insurance Agency, LLC

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

and

Shelley A. Coudreaut
Utah Assistant Attorney General
sacoudreaut@agutah.gov

DATED this 18th day of August 2025.

/s/ Jeanine Couser
Jeanine Couser
Utah Insurance Department
4315 S. 2700 W., Suite 2300
Taylorsville, UT 84129
801-957-9321

Right to Agency Review

Any party may request agency review of an order in an adjudicative proceeding within 30 days of the date of the order to be reviewed. The request should be sent to uidadmincases@utah.gov. Utah Insurance Department Rule R590-160-8 provides as follows:

(1)(a) Agency review of an adjudicative proceeding, except an informal adjudicative proceeding that becomes final without a request for a hearing under Subsection R590-160-7(1), is available to a party to a proceeding by filing a request for agency review with the commissioner within 30 days of the date of the order.

(b) Failure to seek agency review is a failure to exhaust administrative remedies.

(2) Agency review shall comply with Section 63G-4-301.

(3)(a) The commissioner or the commissioner's designee shall conduct the review.

(b) A designee may not be the presiding officer who issued the decision under review.

(c) If a designee conducts a review, the designee shall recommend a disposition to the commissioner.

(d) The commissioner will make the final decision and sign the order.

(4) Content of a request for agency review.

(a) A request for agency review shall comply with Subsection 63G-4-301(1)(b), and shall include the following:

(i) a copy of the order that is the subject of the request;

(ii) the factual basis for the request, including:

(A) citation to the record of the formal adjudicative proceeding; and

(B) clear reference to evidence or a proffer of evidence in an informal adjudicative proceeding;

(iii) the legal basis for the request, including citation to supporting authority;

(iv) for a challenge to a finding of fact in a formal adjudicative proceeding, the reason that the finding is not supported by substantial evidence based on the entire record; and

(v) for a challenge to a finding of fact in an informal adjudicative proceeding, the reason that the finding is not supported by substantial evidence based on the evidence received or proffered.

(b) A party challenging a finding of fact in a formal adjudicative proceeding shall:

(i) order a transcript of the recording relevant to the finding;

(ii) certify that a transcript is ordered;

(iii) file the transcript with the commissioner or the commissioner's designee;

(iv) serve a copy of the transcript on each party; and

(v) pay the cost of preparing the transcript.

(c) The commissioner or commissioner's designee may waive the transcript requirement on motion for good cause shown.

(5) Memoranda.

(a)(i) A party requesting agency review shall submit a supporting memorandum with the request.

(ii) If a transcript is necessary to conduct agency review, a supporting memorandum shall be filed no later than 15 days after the service of the transcript on the opposing party.

(b) An opposing memorandum shall be filed no later than 15 days after the supporting memorandum is filed.

(c) A reply memorandum shall be filed no later than five days after the opposing memorandum is filed.

(d) The commissioner or the commissioner's designee may order a party to submit additional memoranda to assist in conducting agency review.

(6) Request for a stay.

(a) On motion by a party and for good cause, the commissioner or commissioner's designee may stay the presiding officer's order during the pendency of agency review.

(b) A motion for a stay shall be made in writing and may be made at any time during the pendency of agency review.

(c) An opposition to a motion for a stay shall be made in writing within ten days from the date the motion is filed.

(7)(a) A party may request oral argument in the party's initial pleading.

(b) The commissioner or the commissioner's designee may grant oral argument if requested in a party's initial pleading.

(8) Failure to comply with Section R590-160-8 may result in the commissioner or the commissioner's designee dismissing the request for agency review.

SHELLEY A. COUDREAUT (9663)
Assistant Attorney General
DEREK E. BROWN (10476)
Attorney General
Attorneys for Utah Insurance Department
160 East 300 South, 5th Floor
P.O. Box 140874
Salt Lake City, Utah 84114-0874
Telephone: (801) 366-0375
Email: sacoudreaut@agutah.gov

BEFORE THE UTAH INSURANCE COMMISSIONER

UTAH INSURANCE DEPARTMENT, Complainant, vs. EXPRESS TITLE INSURANCE AGENCY INC., Respondent.	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER Docket No. 2025-4850 Donald H. Hansen Administrative Law Judge/Presiding Officer
---	---

Complainant, Utah Insurance Department ("Department") and Respondent, Express Title Insurance Agency Inc., ("Respondent"), have stipulated to entry of the following Findings of Fact, Conclusions of Law, and Order, solely for purposes of resolving this matter.

Based upon that stipulation, and good cause appearing, the Presiding Officer makes and enters the following:

FINDINGS OF FACT

1. Respondent is a Utah resident producer organization, authorized to do the business of insurance in Utah under license number 90984.
2. Respondent's mailing address is [REDACTED].
3. Pursuant to Utah Admin. Code R.592-10-7(1), an agency title insurance producer shall

pay an annual title assessment by the due date provided on the invoice.

4. The Department sent the 2025 Annual Title Assessment to the Respondent on July 31, 2025, with a due date to pay the invoice by August 29, 2025. Respondent failed to pay the 2025 Annual Title Assessment by the due date listed on the invoice.

5. On August 26, 2025, a reminder email was sent to all title agencies that had not paid the assessment.

6. On September 12, 2025, a request was sent to the Respondent again notifying Respondent that the invoice was overdue and requiring the Respondent to provide an explanation as to why the respondent had failed to pay the 2025 Annual Title Assessment by the due date.

7. On September 15, 2025, Respondent provided an explanation as to why the assessment was not paid timely and remitted payment to the Department for the 2025 Annual Title Assessment.

8. As a result of the Respondent's violations, the Department and Respondent have agreed to an administrative forfeiture of \$250.

CONCLUSIONS OF LAW

1. The Utah Insurance Commissioner has jurisdiction over the parties and this adjudicative proceeding pursuant to Utah Code §§ 31A-1-105 and 31A-2-201.

2. The Commissioner has legal authority to impose penalties on the Department's licensees who violate the Utah Insurance Code pursuant to Utah Code § 31A-2-308.

3. Pursuant to Utah Admin. Code R.592-10-7(1), an agency title insurance producer shall pay an annual title assessment by the due date provided on the invoice.

4. Respondent violated Utah Admin. Code R.592-10-7(1), when it failed to pay the 2025 Annual Title Assessment by August 29, 2025.

5. As a penalty for the violations in this case, the Respondent should be ordered to pay a forfeiture of \$250.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby Ordered that:

1. Respondent shall pay a forfeiture of \$250 for the violation described in the Conclusions of Law. The forfeiture shall be paid in full to the Department no later than thirty (30) days after this order is signed.

2. Respondent is ordered not to commit the violations described in the Conclusions of Law in the future.

DATED this 1st day of October 2025.

JONATHAN T. PIKE
Utah Insurance Commissioner

/s/ Donald H. Hansen
Donald H. Hansen
Administrative Law Judge/Presiding Officer
Utah Insurance Department
4315 South 2700 West, Suite 2300
Taylorsville, UT 84129
801-957-9321
Email: uidadmincases@utah.gov

NOTICE TO RESPONDENT

Failure to obey this Order may subject you to further penalties that include a forfeiture of up to \$5,000 per violation, with each day of the violation constituting a separate violation. Other penalties for failing to obey this Order may include license suspension, probation, refusal to renew, or revocation. Failure to obey this Order may also result in an action being taken against you in a court of competent jurisdiction where forfeitures of up to \$10,000 for each day the failure to comply continues until judgment is rendered. If you are licensed in other jurisdictions, you may be required to report this proceeding in those jurisdictions.

CERTIFICATE OF SERVICE

The undersigned certifies that on this date a true and correct copy of the foregoing Findings of Fact, Conclusions of Law and Order was electronically mailed to:

Express Title Insurance Agency Inc.

[REDACTED]
[REDACTED]
[REDACTED]

and

Shelley A. Coudreaut
Assistant Attorney General
sacoudreaut@agutah.gov

DATED this 1st day of October 2025.

/s/ Jeanine Couser
Jeanine Couser
Utah Insurance Department
4315 South 2700 West, Suite 2300
Taylorsville, UT 84129
801-957-9321

Approval Date	3rd Quarter July 2025 -Sept 2025 Approved Title Courses	Provider Name	Totals
Jul-25			11
7/1/2025	July 2025 Closer Training	Southern Utah Title Ins. Co.	
7/3/2025	Protecting Your Transactions: Cybersecurity and Real Estate	First American Title Insurance Co.	
7/8/2025	AU - FinCEN's Residential Real Estate Reporting Rule	Old Republic National Title Ins Co.	
7/14/2025	Title Claims Summer School	DHI Title Insurance Co.	
7/16/2025	Is It Ethical? You Make the Call	Fulghum	
7/21/2025	Fraud Prevention: Identifying Fraudulent Id's	Utah Land Title Association	
7/21/2025	ALTA Priorities and Update	Utah Land Title Association	
7/21/2025	New FinCEN Rule Going Into Effect December 1st	Utah Land Title Association	
7/21/2025	2025 Legislative Session Recap	Utah Land Title Association	
7/21/2025	Water Rights	Utah Land Title Association	
7/25/2025	Common Issues in Litigation Title Agents Might Encounter	Utah Land Title Association	
Aug-25			3
8/12/2025	Atypical Residential Transaction Structures	First American Title Ins. Co	
8/19/2025	FinCEN For Title Agents	Westcor Land Title Ins. Co.	
8/21/2025	FinCen Comes to Your World-What R. E. Prof Needs to Know	Truly Title	
8/27/2025	The History and Purpose of Land Records	Metro National Title	
Sep-25			25
9/1/2025	September 2025 Closer Training	Southern Utah Title Company	
9/3/2025	Untangling Trusts	Fulghum	
9/3/2025	01 Beyond Prediction: How Title Decisioning Platforms Acc.	American Land Title Association	
9/3/2025	02 AI in Action: Practical AI Applications Transforming Title & Settlement Operations	American Land Title Association	
9/3/2025	03 Preparing for Success: Navigating FinCEN AML Implementations	American Land Title Association	
9/3/2025	04 Watch Your Language	American Land Title Association	
9/3/2025	05 ID Crisis: How Fraudsters Are Winning the War on Identity	American Land Title Association	

Approval Date	3rd Quarter July 2025 -Sept 2025 Approved Title Courses	Provider Name	Totals
Sep-25			25
9/3/2025	06 Navigating National Trends in Commercial Escrow: Risk, Regulation, and Reform	American Land Title Association	
9/3/2025	07 The Fraud is Fake, But the Threat is Real:	American Land Title Association	
9/3/2025	08 Capitol Currents: Federal Legislative and Regulatory Developments	American Land Title Association	
9/3/2025	09 Silent Saboteurs:	American Land Title Association	
9/3/2025	10 Beyond the Demo: Everything You Need to Know for Title Tech Selection and Implementation	American Land Title Association	
9/3/2025	11 Lien On Me: Navigating Mechanic's Liens Coverage in Commercial Transactions	American Land Title Association	
9/3/2025	12 The CFPBs Devolving RESPA Enforcement	American Land Title Association	
9/3/2025	13 The AI Horizon: What's Next for Real Estate and Title	American Land Title Association	
9/3/2025	14 Title Troubles Real Estate Fraud and the Stories	American Land Title Association	
9/3/2025	15 Instant Payments Instant Impact	American Land Title Association	
9/3/2025	16 Mezzanine Foreclosures	American Land Title Association	
9/3/2025	17 FinCEN Confusion Ask Us Anything	American Land Title Association	
9/5/2025	The Future of FinCEN	DHI Title Insurance Company	
9/8/2025	Bankruptcy Essentials	Utah Land Title Association	
9/12/2025	FIRPTA 2.0 for Title Agents	FIRPTA Solutions Inc.	
9/22/2025	FinCEN's New Real Estate Reporting Rule	First American Title Ins. Co.	
9/23/2025	Mechanic's Lien Risk and Underwriting	Fulghum	
9/29/2025	Title 201 (Updated 2025)	American Land Title Association	

Question #1

I am reaching out to see what type of events title companies can sponsor, if any.

I have been asked [REDACTED] to be a sponsor of the Women's Council of Realtors state orientation but not sure if that is an event that a title company can be a sponsor of.



Open and Public Meetings Act

Key Provisions for Legislators | May 2025

The Open and Public Meetings Act (OPMA) requires that members of a public body be provided with annual training on the requirements of OPMA. This document is intended to facilitate legislative compliance with that requirement and to help legislators understand OPMA. This summary is prepared for a legislative audience and does not attempt to explain or apply OPMA to other public bodies. Key terms are defined at the end of the document.

Declaration of Public Policy

(Section [52-4-102](#))

The Legislature finds and declares that the state, its agencies, and political subdivisions exist to aid in the conduct of the people's business. The Legislature intends for these entities to take their actions openly and conduct their deliberations openly.

Public Notice and Agenda

(Section [52-4-202](#))

A public body must provide public notice of a meeting at least 24 hours before the meeting. The public notice must:

- include the meeting agenda, date, time, and place;
- include an agenda that reasonably specifies the topics the public body will consider; and
- be posted on the Utah Public Notice Website and the public body's official website.

A public body may discuss a topic raised by the public that is not listed on the agenda but may not take final action on the topic at the meeting.

Minutes and Recordings

(Section [52-4-203](#))

- A public body is required to keep written minutes and a recording of all meetings unless the meeting is a site visit or traveling tour where no vote or action is taken.
- A recording of the open portions of the meeting must be posted on the Utah Public Notice Website within three business days after the public meeting.
- Draft minutes are required to be made available to the public within 30 days after the meeting.

- The approved minutes and any public materials distributed at the meeting must, within three business days after their approval, be:
 - posted on the Utah Public Notice Website; and
 - made available at the public body's office.

Electronic Meetings

(Section [52-4-207](#))

An anchor location is a physical location where a public body conducting an electronic meeting normally conducts meetings or a location reasonably accessible to the public as the anchor location.

An electronic location is a meeting where some or all public body members attend through an electronic video or audio connection.

A public body may not hold an electronic meeting unless it has adopted procedures to govern electronic meetings, including how a remote member will be included in calculating a quorum. Electronic meetings must comply with the Open and Public Meetings Act, including giving public notice of the electronic meeting in accordance with Section 52-4-202.

A public body that conducts an electronic meeting must provide space and facilities at an anchor location for the public. A public body may conduct an electronic meeting without an anchor location if:

- the chair of the public body determines that conducting the meeting from an anchor location presents a substantial risk to the health or safety of those who are present or



would otherwise be present at the anchor location;

- the public notice for the meeting, or the chair during the meeting, provides the chair's determination and a summary of the facts upon which the determination is made; and
- included in the public notice for the meeting is information on how the public may view or provide comments at the meeting.

If an electronic meeting is held without an anchor location, a public body must provide means by which the public can view and hear the open portions of the meeting and provide comments electronically.

Application to Legislative Public Bodies (Joint Rule [1-4-402](#))

A member of a legislative public body may attend a meeting remotely by electronic means only if the member has a specified reason and notifies the chair of the public body. The chair must conduct an electronic meeting of the legislative public body from the anchor location.

When a member of a legislative public body attends a meeting by electronic means, the member's attire and appearance must be consistent with the attire and appearance that would be expected if the member were attending the meeting in person. The member's location should also reflect the dignity of the meeting, particularly if the member is attending via video conference.

A member of a legislative public body may not attend a meeting by electronic means while engaging in any activity that would be abnormal or prohibited if the member were attending the meeting in person, including operating a motor vehicle.

Closed Meetings

(Sections [52-4-204](#) and [52-4-205](#))

A public body may hold a closed meeting only for certain purposes, including to discuss:

- a person's character, competence, or health;
- pending or imminent litigation;
- certain matters regarding acquisition or sale of real property, including water rights or shares;
- the deployment of security personnel, devices, or systems;
- an investigation of alleged criminal conduct;
- the receipt or review of an ethics complaint if the public body is the Independent Legislative Ethics Commission;
- certain matters under the jurisdiction of a legislative ethics committee;
- certain deliberations and decision-making involved in the procurement process; or
- a discussion of the board of the Point of the Mountain State Land Authority regarding the potential tenant of point of the mountain state land.

A public body may close a meeting only by a two-third vote with a quorum present. However, meetings of certain public bodies under limited circumstances are required to be closed (see [52-4-205\(2\)](#)).

No vote is required to close a meeting of the Independent Legislative Ethics Commission to review an ethics complaint if the publicly distributed agenda for the meeting states that the meeting will be closed.

A public body that closes a meeting is required to announce and record in the minutes the reasons for closing the meeting.

A public body may not close a meeting to:

- interview a person applying to fill an elected position;
- discuss filling a midterm vacancy or temporary absence for an elected position; or



- discuss the character, professional competence, or physical or mental health of a person whose name was submitted to fill a midterm vacancy or temporary absence for an elected position.

A public body may not take a vote in a closed meeting except for a vote on a motion to end the closed portion of the meeting.

Emergency Meetings

(Section [52-4-202](#))

A public body may hold an emergency meeting and is not required to give 24-hour notice if unforeseen circumstances arise that require the public body to consider matters of an emergency or urgent nature. However, a public body may not hold an emergency meeting unless it attempts to

notify all members of the public body, and a majority of its members approve the meeting.

Any member of a legislative public body may attend an emergency electronic meeting by electronic means, and the public body may conduct an emergency electronic meeting of the legislative public body remotely.

Penalties

(Sections [52-4-302](#) and [52-4-305](#))

Open Meetings – Any final action taken in a meeting that is in violation of certain provisions of OPMA is voidable by a court.

Closed Meetings – It is a class B misdemeanor to knowingly or intentionally violate the closed meeting provisions of OPMA.

Definitions (Section [52-4-103](#) and Joint Rule [1-4-401](#))

Meeting means a gathering of a public body or specified body with a quorum present that is convened:

- a. by an individual with authority to convene the body who follows the process provided by law for convening the body; and
- b. for the express purpose of acting as a public body or specified body to:
 - receive public comment about a relevant matter;
 - deliberate about a relevant matter; or
 - take action upon a relevant matter.

Legislative Public Body means a public body that is governed by legislative rules.

Public Body means an administrative, advisory, executive, or legislative body of the state or its political subdivisions that:

- is created by the Utah Constitution, state statute, rule, ordinance, or resolution;
- expends, disburses, or is supported in whole or in part by tax revenue; and
- is vested with the authority to make decisions regarding the public's business.

Public body does not include a political party, political group, or a political caucus. It does not include a conference committee, rules committee, sifting committee, or an administrative staff committee of the Legislature.

Specified Reason means illness or injury or health or safety concerns of a member or a member's relative, emergency travel, an emergency work-related issue, an emergency child care-related issue, or a circumstance similar to the circumstances described above.

State of Utah
Administrative Rule Analysis
Revised May 2025

NOTICE OF SUBSTANTIVE CHANGE

TYPE OF FILING: Repeal

Rule or section number:

R592-1

Filing ID: OFFICE USE ONLY

Date of previous publication (only for CPRs):

Agency Information

1. Title catchline: Insurance, Title and Escrow Commission

Building: Taylorsville State Office Building

Street address: 4315 S. 2700 W.

City, state: Taylorsville, UT

Mailing address: PO Box 146901

City, state and zip: Salt Lake City, UT 84114-6901

Contact persons:

Name:

Phone:

Email:

Steve Gooch

801-957-9322

sgooch@utah.gov

Please address questions regarding information on this notice to the persons listed above.

General Information

2. Rule or section catchline:

R592-1. Title Insurance Licensing

3. Are any changes in this filing because of state legislative action?

Changes are not because of legislative action.

If yes, any bill number and session:

4. Purpose of the new rule or reason for the change:

The Department discovered that this rule conflicts with Section 31A-2-404(1)(c)(ii). The rule is being repealed to remove this conflict.

The Title & Escrow Commission approved this repeal in its October 20, 2025 meeting by a vote of **x-0**.

5. Summary of the new rule or change:

The filing repeals the rule.

Fiscal Information

6. Provide an estimate and written explanation of the aggregate anticipated cost or savings to:

A. State budget:

There is no anticipated cost or savings to the state budget. The requirement for the Insurance Commissioner to seek concurrence with the Title & Escrow Commission remains in statute, and the Commissioner will continue to seek such concurrence.

B. Local governments:

There is no anticipated cost or savings to local governments. This rule governs the relationship between the Department and the Title & Escrow Commission, and does not involve local governments in any way.

C. Small businesses ("small business" means a business employing 1-49 persons):

There is no anticipated cost or savings to local governments. This rule governs the relationship between the Department and the Title & Escrow Commission, and does not involve small businesses in any way.

D. Non-small businesses ("non-small business" means a business employing 50 or more persons):

There is no anticipated cost or savings to local governments. This rule governs the relationship between the Department and the Title & Escrow Commission, and does not involve non-small businesses in any way.

E. Persons other than small businesses, non-small businesses, state, or local government entities ("person" means any individual, partnership, corporation, association, governmental entity, or public or private organization of any character other than an **agency**):

There is no anticipated cost or savings to any other persons. The requirement for the Insurance Commissioner to seek concurrence with the Title & Escrow Commission remains in statute, and the Commissioner will continue to seek such concurrence.

F. Compliance costs for affected persons:

There are no compliance costs for any affected persons. Concurrence between the Insurance Commissioner and Title & Escrow Commission is discussed during the regular Title & Escrow Commission meetings. These meetings will continue and concurrence will still be sought.

G. Regulatory Impact Summary Table (This table includes only fiscal impacts the agency was able to measure. If the agency could not estimate an impact, it is excluded from this table but described in boxes A through F.)

Regulatory Impact Summary Table

Fiscal Cost	FY2026	FY2027	FY2028	FY2029	FY2030
State Budget	\$0	\$0	\$0	\$0	\$0
Local Governments	\$0	\$0	\$0	\$0	\$0
Small Businesses	\$0	\$0	\$0	\$0	\$0
Non-Small Businesses	\$0	\$0	\$0	\$0	\$0
Other Persons	\$0	\$0	\$0	\$0	\$0
Total Fiscal Cost	\$0	\$0	\$0	\$0	\$0
Fiscal Benefits	FY2026	FY2027	FY2028	FY2029	FY2030
State Budget	\$0	\$0	\$0	\$0	\$0
Local Governments	\$0	\$0	\$0	\$0	\$0
Small Businesses	\$0	\$0	\$0	\$0	\$0
Non-Small Businesses	\$0	\$0	\$0	\$0	\$0
Other Persons	\$0	\$0	\$0	\$0	\$0
Total Fiscal Benefits	\$0	\$0	\$0	\$0	\$0
Net Fiscal Benefits	\$0	\$0	\$0	\$0	\$0

H. Department head comments on fiscal impact and approval of regulatory impact analysis:

The Commissioner of the Insurance Department, Jonathan T. Pike, has reviewed and approved this regulatory impact analysis.

Citation Information

7. Provide citations to the statutory authority for the rule. If there is also a federal requirement for the rule, provide a citation to that requirement:

Subsection 31A-2-404(2)(a)(ii)	Subsection 31A-2-404(2)(b)	

Incorporation by Reference Information

8. Incorporation by Reference (if this rule incorporates more than two items by reference, please include additional tables):

A. This rule adds or updates the following title of material incorporated by reference (a copy of the material incorporated by reference must be submitted to the Office of Administrative Rules. *If none, leave blank*):

Official Title of Materials Incorporated (from title page)	
Publisher	
Issue Date	
Issue or Version	

B. This rule adds or updates the following title of material incorporated by reference (a copy of the material incorporated by reference must be submitted to the Office of Administrative Rules. *If none, leave blank*):

Official Title of Materials Incorporated (from title page)	
Publisher	
Issue Date	
Issue or Version	

Public Notice Information

9. The public may submit written or oral comments to the agency identified in box 1.		
A. Comments will be accepted until:	12/15/2025	
B. A public hearing (optional) will be held (The public may request a hearing by submitting a written request to the agency, as outlined in Section 63G-3-302 and Rule R15-1.):		
Date:	Time (hh:mm AM/PM):	Place (physical address or URL):
To the agency: If more than one hearing is planned to take place, continue to add rows.		

10. This rule change MAY become effective on:	12/22/2025
NOTE: The date above is the date the agency anticipates making the rule or its changes effective. It is NOT the effective date.	

Agency Authorization Information

To the agency: Information requested on this form is required by Sections 63G-3-301, 63G-3-302, 63G-3-303, and 63G-3-402. The office may return incomplete forms to the agency, possibly delaying publication in the <i>Utah State Bulletin</i> and delaying the first possible effective date.			
Agency head or designee and title:	Steve Gooch, Public Information Officer	Date:	

R592. Insurance, Title and Escrow Commission.

~~R592-1. Title Insurance Licensing.~~

~~R592-1-1. Authority.~~

~~_____ This rule is promulgated by the Title and Escrow Commission pursuant to Subsections 31A-2-404(2)(a)(ii) and 31A-2-404(2)(b).~~

~~R592-1-2. Purpose and Scope.~~

~~_____ (1) The purpose of this rule is to establish the Commission's preliminary concurrence in the commissioner's decision to issue or renew a title license under Subsection 31A-2-404(2)(b).~~

~~_____ (2) This rule applies to a title licensee and an applicant for a title insurance license.~~

~~R592-1-3. Definitions.~~

~~_____ Terms used in this rule are defined in Sections 31A-1-301 and 31A-2-402.~~

~~R592-1-4. Licensing.~~

~~_____ The Commission grants preliminary concurrence to the commissioner for the issuing or renewing of title insurance licenses, subject to final concurrence as specified in Section R592-1-5, to an applicant that:~~

~~_____ (1) complies with Sections 31A-23a-104, 31A-23a-105, 31A-23a-106, 31A-23a-107, 31A-23a-108, and 31A-23a-204 for initial application;~~

~~_____ (2) complies with Section 31A-23a-202 for renewal of a license; and~~

~~_____ (3) meets each requirement for the issuance of a license.~~

~~R592-1-5. Commission Concurrence with License Issuance or Renewal.~~

~~_____ (1) The commissioner will report to the Commission, at an interval and in a format acceptable to the commissioner and the Commission, the name of each title licensee and applicant who is issued:~~

~~_____ (a) an initial license; or~~

~~_____ (b) a renewal license.~~

~~_____ (2) In an open and public meeting, the Commission shall:~~

~~_____ (a) give final concurrence; or~~

~~_____ (b) not concur with the licensing decision of the commissioner.~~

~~_____ (3) If the Commission does not concur with a licensing decision of the commissioner, the commissioner shall commence an administrative proceeding under the Utah Administrative Procedures Act to deny, revoke, suspend, limit, or place on probation the license.~~

~~R592-1-6. Severability.~~

~~_____ If any provision of this rule, Rule R592-1, or its application to any person or situation is held invalid, such invalidity does not affect any other provision or application of this rule that can be given effect without the invalid provision or application. The remainder of this rule shall be given effect without the invalid provision or application.~~

~~KEY: title insurance~~

~~Date of Last Change: August 23, 2021~~

~~Notice of Continuation: August 18, 2025~~

~~Authorizing, and Implemented or Interpreted Law: 31A-2-402]~~

UID's Possible Title Insurance Proposals for Insurance Amendments Bill

The Department is considering proposing title insurance amendments to Title 31A that would:

1. Authorize the commissioner to make rules for winding down the business of a residential agency
2. Require an individual producer to hold a fidelity bond and professional liability insurance in the minimum amount of \$500,000 each
3. Require a producer to report wire fraud to the commissioner and to an insurer with whom the producer has an appointment
4. Require a producer and an insurer to report a termination of an appointment within 7 days of termination
5. If a producer conducts business without an appointment, or goes longer than 28 days without an appointment, authorize the commissioner to:
 - Suspend or revoke the producer's license
 - Freeze the producer's bank account
 - Subpoena the producers' records
 - Enjoin the producers' operations
 - Post notice of an enforcement action at the producer's place of business
6. Eliminate the prohibition on holding construction money
7. Require that a producer give a consumer notice of the availability of closing protection letter
8. Withdraw the commissioner's authority to allow a producer to deposit trust funds in other than Utah federal depository institutions
9. Change from August 1 to August 31 the due date for the assessment for the Title Insurance Recovery, Education, and Research Fund