Exhibit B

H. Craig Hall (1307)
Hyrum J. Bosserman (16404)
Adam D. Goff (18389)
BENNETT TUELLER JOHNSON & DEERE
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121
Telephone: (801) 438-2000
Email: chall@btjd.com; hbosserman@btjd.com; agoff@btjd.com
Attorneys for Cedar Hills City

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH – CENTRAL DIVISION

JANENE THORPE, an individual; CHRISTOPHER THORPE, Sr., an individual, CHRISTOPHER THORPE, Jr., an individual; CHARLIE THORPE, an individual,

Plaintiff,

vs.

CEDAR HILLS CITY, a government entity; AMERICAN FORK CITY, a government entity; AMERICAN FORK CITY POLICE DEPARTMENT, a government entity; DARREN FALSLEV, in his official capacity as AMERICAN FORK CITY POLICE CHIEF; C. SLATE BLACKBURN, in his official and individual capacities; PHILLIP W.S. CRAIG, in his official and individual capacities; JENNIFER L. NAKAL in her official and individual capacities; KANDACE N. KONECHNY, in her official and individual capacities; SETH WIATE, in his official and individual capacity; and JOHN or JANE DOES 1-15, in their individual and/or official capacities;

Defendants.

DECLARATION OF CHANDLER GOODWIN IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON CEDAR HILLS CITY'S FIRST CROSSCLAIMS AGAINST AMERICAN FORK CITY

Case No. 2:23-cv-00242

Judge David Barlow

Magistrate Daphne A. Oberg

I, Chandler Goodwin, am over the age of 18 and have personal knowledge of the following:

1. I am a resident of the state of Utah, am over eighteen years of age, and make this declaration based on my personal knowledge.

2. I am the City Manager for the City of Cedar Hills, a position I have held for over nine years.

3. As City Manager, I oversee all departments, employees, and officials of Cedar Hills and am informed and apprised of any complaint, dispute, or issue involving Cedar Hills employees and officials.

4. As City Manager, I manage the Cedar Hills service agreements, including Cedar Hills public safety service agreement. I have reviewed Cedar Hills' records related to this incident.

5. Cedar Hills does not have its own police department.

6. Cedar Hills and American Fork entered an agreement where Cedar Hills would pay in exchange for police, animal control, fire, and EMS services from American Fork. A true and correct copy the Public Safety Service Agreement that was in effect at the time of the April 23, 2021 incident is attached as Exhibit B to the Motion.

7. Cedar Hills has always timely and fully paid its obligations under the Agreement.

8. Under the Agreement, American Fork was responsible for all police, animal control, fire, and EMS matters in Cedar Hills.

9. Cedar Hills and American Fork expressly agreed that Cedar Hills would not exercise control over American Fork officers and employees.

10. Cedar Hills had no control over the American Fork Police Department or its Officers.

11. Cedar Hills never trained, disciplined, directed, or otherwise instructed the AFPD Officers.

12. Cedar Hills does not dispatch AFPD Officers, nor is Cedar Hills generally informed or given notice prior to when AFPD Officers respond to emergency calls or handle other police matters.

13. The AFPD Officers are not Cedar Hills employees. Cedar Hills does not pay AFPD Officers' wages or benefits.

14. Cedar Hills was not given notice prior before the AFPD Officers went to and entered the Thorpes' home on April 23, 2021 (the "***Incident***").

15. No Cedar Hills employee or official was involved in the Incident.

16. No Cedar Hills employee or official was involved in any subsequent issues or incidents related to the Incident, such as investigation, training, or discipline.

17. Cedar Hills was not aware of the Incident until after it occurred.

18. American Fork has failed to recognize a duty to indemnify Cedar Hills in this lawsuit.

19. To date, Cedar Hills has incurred over $100,000 in legal fees and costs while defending this lawsuit.

20. Cedar Hills continues to incur significant legal fees in defending this lawsuit.

DATED this 29th day of June, 2026.

* *Chandler Goodwin*
Chandler Goodwin
(*electronically signed with express permission from Chandler Goodwin)