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**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

RAPOWER-3, LLC; INTERNATIONAL
AUTOMATED SYSTEMS, INC.; LTB1,
LLC; R. GREGORY SHEPARD; NELDON
JOHNSON; and ROGER FREEBORN,

Defendants.

**RECEIVER'S MOTION FOR ORDER TO
SHOW CAUSE WHY GLENDA
JOHNSON, ROGER HAMBLIN, AND
PRESTON OLSEN SHOULD NOT BE
HELD IN CIVIL CONTEMPT**

Civil No. 2:15-cv-00828-DN

District Judge David Nuffer
Magistrate Judge Daphne A. Oberg

R. Wayne Klein, the Court-Appointed Receiver ("Receiver") of RaPower-3, LLC, International Automated Systems, Inc., and LTB1, LLC,¹ the assets of Neldon Johnson and R. Gregory Shepard² as well as certain affiliated subsidiaries and entities ("Affiliated Entities") hereby files this Motion for Order to Show Cause Why Glenda Johnson, Roger Hamblin, and

¹ RaPower-3, LLC, International Automated Systems, Inc., and LTB1, LLC are collectively referred to as "Receivership Entities."

² RaPower-3, LLC, International Automated Systems, Inc., LTB1, LLC, Neldon Johnson and Gregory Shepard are collectively referred to as "Receivership Defendants."

Preston Olsen Should Not Be Held in Civil Contempt (“Motion”).

INTRODUCTION

More than a year after the entry of the Corrected Receivership Order (“CRO”),³ Glenda Johnson, Roger Hamblin (“Hamblin”), and Preston Olsen (“Olsen”) knowingly interfered with the Receivership by attempting to place and foreclose on encumbrances on real property frozen by the CRO. Their obstruction has caused significant damage to the Receivership as the Receiver has been forced to expend Receivership resources to investigate, report, and move to invalidate three separate liens filed on Receivership Property. As detailed in the Report and Recommendation on Property Liens Glenda Johnson Granted to Anstram Energy (“Report and Recommendation”) filed concurrently herewith,⁴ Glenda Johnson, Hamblin, and Olsen committed multiple contemptuous violations of the CRO.

In late 2019 and early 2020, Glenda Johnson recorded a series of liens on properties subject to the CRO including properties under the exclusive control of the Receiver. The Court issued an order on May 5, 2020 finding that the liens violated the CRO and required Glenda Johnson to release the encumbrances.⁵ The next day, Glenda Johnson filed a declaration asserting she complied with the order to the best of her ability but lacked the ability to release the property liens.⁶ On June 3, 2020, the Court issued an order requiring Glenda Johnson to provide additional information by June 10, 2020.⁷ Glenda Johnson provided additional information on

³ [Docket No. 491](#), filed November 1, 2018.

⁴ The Report and Recommendation is hereby incorporated into this Motion for Order to Show Cause. [Docket No. 1055](#).

⁵ [Docket No. 920](#), filed May 5, 2020.

⁶ [Docket No. 925](#), filed May 14, 2020.

⁷ [Docket No. 933](#), filed June 4, 2020.

June 10, including declarations by her, Hamblin, and Olsen.⁸ The Receiver then filed a preliminary report and recommendation detailing Glenda Johnson's then-known non-compliance with Court's order to release the property liens.⁹ The Court issued a *Memorandum Decision and Order Invalidating Liens and Directing the Receiver to Conduct Additional Investigation*, which instructed the Receiver to, among other things, take the depositions of Hamblin and Olsen regarding their role in the creation of the liens and to report back to the Court.¹⁰

In early September 2020, the Receiver took the depositions of Hamblin and Olsen. The depositions, along with additional investigation conducted by the Receiver, revealed Glenda Johnson's efforts to interfere with the Receivership, and Hamblin's and Olsen's efforts assisting the interference.¹¹ As shown in the Report and Recommendation and summarized below, their conduct warrants findings of civil contempt and the imposition of sanctions.

ARGUMENT

For the Court to find Olsen, Hamblin, and Glenda Johnson in civil contempt the Receiver has the initial burden of proving, by clear and convincing evidence, that (1) the CRO is valid, (2) that Olsen, Hamblin, and Glenda Johnson had knowledge of the CRO, and (3) that Olsen, Hamblin, and Glenda Johnson disobeyed the CRO.¹² Once the Receiver makes his showing, the burden shifts to Olsen, Hamblin, and Glenda Johnson to show either that they complied with the CRO or that they could not comply with the CRO.¹³ Although disobedience of an order need not

⁸ [Docket No. 937](#), filed June 10, 2020.

⁹ [Docket No. 942](#), filed June 30, 2020.

¹⁰ [Docket No. 984](#), filed August 6, 2020.

¹¹ The testimony of Olsen and Hamblin show that Neldon Johnson was very involved in conduct described in the Report and Recommendation. Due to Glenda Johnson's position as property owner and lien filer, however, she has taken the lead in creating encumbrances and interfering with the properties subject to the CRO.

¹² See [ClearOne Commc'ns, Inc. v. Bowers](#), 651 F.3d 1200, 1210 (10th Cir. 2011).

¹³ *Id.*

be “willful” to constitute civil contempt,¹⁴ Olsen’s, Hamblin’s, and Glenda Johnson’s actions show that they knowingly failed to obey the CRO.

I. The CRO is Valid.

On multiple occasions since the entry of the CRO, this Court has held certain parties—including members of the Johnson family—in civil contempt for violating the CRO.¹⁵ The Tenth Circuit Court of Appeals has affirmed the validity of this Court’s findings and the CRO.¹⁶

Rule 65(d) of the *Federal Rule of Civil Procedure* requires that an injunctive order (1) provide reasons why it is issued, (2) state its terms specifically, and (3) describe in reasonable detail the act or acts restrained or required.¹⁷ Persons bound by injunctive orders under Rule 65(d) are: (1) the parties; (2) the parties’ officers, agents, servants, employees, and attorneys; and (3) any other person who acts in concert or participation with the parties or the parties’ agents.¹⁸ In this case, the CRO and Glenda Johnson, Hamblin, and Olsen clearly satisfy these requirements.

A. The Order States Reasons, Terms, and Details for the Requirements on Glenda Johnson, Olsen, and Hamblin.

The Court held that Receivership Defendants were part a massive fraud that operated for more than ten years and caused serious harm to the United States Treasury.¹⁹ Receivership Defendants and their “officers, agents, servants and employees, and anyone acting in active concert or participation with them” were enjoined from organizing or promoting the abusive

¹⁴ [Bad Ass Coffee Co. of Hawaii v. Bad Ass Coffee Ltd. P'ship](#), 95 F. Supp. 2d 1252, 1256 (D. Utah 2000) (citing [Goluba v. School District of Ripon](#), 45 F.3d 1035, 1037 (7th Cir.1995)).

¹⁵ See [Docket No. 677](#); [Docket No. 701](#); [Docket No. 947](#).

¹⁶ [United States v. RaPower-3 LLC](#), 960 F.3d 1240 (10th Cir. 2020).

¹⁷ [Fed. R. Civ. P. 65\(d\)](#).

¹⁸ *Id.* Knowledge of an order is also required under Rule 65(d).

¹⁹ [Docket No. 467](#).

solar energy scheme.²⁰

The CRO’s plain terms—including bolded headings—prohibit “all persons receiving notice of this Order . . . from directly or indirectly taking any action or causing any action to be taken . . . which would interfere with or prevent the Receiver from performing his duties.”²¹

Notably, the CRO expressly includes “*creating or enforcing a lien*” in the list of prohibited actions.²²

B. Glenda Johnson, Hamblin and Olsen are Bound by the CRO.

Glenda Johnson, Hamblin and Olsen are bound by the CRO. First, this Court has previously held Glenda Johnson in contempt of the CRO.²³ She is the wife of Neldon Johnson, was an employee of Receivership Defendants, and has worked in concert with Neldon Johnson and others to interfere with the Receivership.²⁴ She received actual notice of the CRO in 2018.²⁵

Hamblin has a long history of participation with Neldon Johnson and the Receivership Entities. He had ownership interests in multiple Affiliated Entities including Black Night Enterprises, Inc., the NP Johnson Family Limited Partnership (“NPJFLP”), and Starlite Holdings, Inc.²⁶ Hamblin coordinated with Neldon Johnson, Glenda Johnson, and Olsen to acquire Anstram Energy (“Anstram”). A reason he wanted to acquire Anstram was due to the liens Glenda Johnson placed on the properties (through Anstram) and because he believed he

²⁰ [Docket No. 467](#) at 130; [Docket No. 444](#).

²¹ [Docket No. 491](#) ¶ 35.

²² *Id.* (emphasis added).

²³ See [Docket No. 701](#); [Docket No. 947](#).

²⁴ *Id.*

²⁵ [Docket No. 947](#) ¶ 5; see also [Docket No. 714](#).

²⁶ Brief of Appellants, Corporate Disclosure Statement, Tenth Circuit Court of Appeals, case no. 19-4089, filed September 9, 2019.

was entitled to ownership of the Texas property listed in the CRO.²⁷ Glenda Johnson and Neldon Johnson were present when Hamblin signed the transfer agreement acquiring ownership of Anstram.²⁸ Virtually all of the information Hamblin received about the liens and Anstram was from Neldon and Glenda Johnson.²⁹ Before he filed the lawsuit against Glenda Johnson, he told Neldon Johnson he was going file the suit and coordinated with Steven Paul, Glenda Johnson's attorney.³⁰ As the above facts show, Hamblin was an agent of the Receivership Defendants and acted in concert with Neldon and Glenda Johnson.

Olsen, an attorney, was contacted by Neldon and Glenda Johnson "to discuss possibly moving forward with the [solar] technology."³¹ Olsen was a frequent visitor to the solar sites and talked with Neldon Johnson often about the solar technology.³² Neldon and Glenda Johnson expressly stated that the purpose of creating Anstram was to continue to develop the solar technology that Neldon Johnson and the Receivership Entities had previously developed.³³ Neldon or Glenda Johnson suggested the name—Anstram Energy—and Neldon Johnson suggested that the company be formed in Nevis.³⁴ Glenda Johnson paid the costs of forming Anstram as a Nevis corporation.³⁵ After forming Anstram, Olsen met again with Glenda and Neldon Johnson to transfer Glenda Johnson's contracts and intellectual property to Anstram.³⁶

²⁷ Hamblin Deposition at 83:15-84:8. The Hamblin Deposition is attached to the Report and Recommendation at [Docket No. 1055-1](#).

²⁸ *Id.* 90:7-13.

²⁹ [Report and Recommendation](#) ¶¶ 80-87

³⁰ *Id.* ¶ 103. Steven Paul was also Hamblin's attorney. Hamblin Deposition ¶ 109:15-20.

³¹ [Report and Recommendation](#) ¶ 11.

³² *Id.* ¶ 12.

³³ *Id.* ¶¶ 11-16.

³⁴ Multiple Affiliated Entities were formed in Nevis. See [Docket No. 581](#).

³⁵ [Report and Recommendation](#) ¶ 18.

³⁶ *Id.* ¶ 19.

Olsen signed a lien on behalf of Anstram against 15 property parcels in Millard County.³⁷ The lien claimed a \$30 million mechanic's lien on the Millard County properties arising from Glenda Johnson's assignment of her "contract rights to Anstram, including obligations involving these properties."³⁸ Olsen also signed a \$2 million lien on behalf of Anstram against Glenda Johnson's Payson, Utah home. Like the Millard County lien, this lien granted to Anstram was based on contract rights Glenda Johnson assigned to Anstram. Additionally, Olsen signed a \$10 million notice of lien that was recorded in Howard County, Texas on property previously owned by the NPJFLP. Like the other liens, the Texas lien granted to Anstram was based on contract rights Glenda Johnson assigned to Anstram. Each of the properties the liens were filed on is listed in the CRO. Finally, Olsen transferred his interest in Anstram to Hamblin at Neldon and Glenda Johnson's request.³⁹ There is no question that Olsen acted in concert and participation with Neldon and Glenda Johnson regarding the liens, and the creation and transfer of Anstram.

II. Glenda Johnson, Hamblin and Olsen Had Actual Knowledge of the CRO.

The second element of civil contempt is knowledge of the order. In this case, Glenda Johnson, Hamblin and Olsen each had actual knowledge of the CRO. This Court has already held that Glenda Johnson had knowledge of the CRO at all relevant times.⁴⁰ Hamblin received a copy of the Asset Freeze Order, the Findings of Fact and Conclusions of Law, and the CRO in 2018.⁴¹ Prior to November 2019, Olsen received and reviewed a copy of the CRO⁴² and was

³⁷ *Id.* ¶ 38.

³⁸ *Id.* ¶ 34-36.

³⁹ *Id.* ¶ 68.

⁴⁰ [Docket No. 947](#) ¶ 5; *see also* [Docket No. 714](#).

⁴¹ [Report and Recommendation](#) ¶ 128. *See also* Acknowledgement of Receipt of CRO by Hamblin, attached hereto as [Exhibit A](#).

⁴² [Report and Recommendation](#) at 4 (citing Olsen Deposition at 11:23-12:22; 51:7-15).

aware that the RaPower trial had concluded unfavorably for Neldon Johnson and IAS and that a receivership order had been entered.⁴³ Olsen also knew that as a result of the CRO, all assets of IAS, RaPower, and Neldon Johnson were under control of the Receiver.⁴⁴

III. Glenda Johnson, Hamblin, and Olsen Knowingly Violated the CRO.

Glenda Johnson's, Hamblin's, and Olsen's conduct related to the liens, Anstram, and a lawsuit filed by Hamblin resulted in multiple, knowing violations of the CRO.

The CRO prohibits all persons with notice "from directly or indirectly taking any action or causing any action to be taken . . . which would interfere with or prevent the Receiver from performing his duties, including conduct that would or might:"

- "Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property" including "*creating or enforcing a lien* upon any Receivership Property."
- "Dissipate or otherwise diminish the value of any Receivership Property" including "attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other agreement executed by any Receivership Defendant or which otherwise affects any Receivership Property."
- "Interfere with or harass the Receiver or interfere in any manner with the exclusive jurisdiction of this Court over the receivership estate."⁴⁵

⁴³ *Id.* ¶ 13.

⁴⁴ Olsen Deposition at 51:21-25. The Olson Deposition is attached to the Report and Recommendation at [Docket No. 1055-2](#).

⁴⁵ CRO ¶ 35 (emphasis added).

Each lien signed by Olsen and filed by Glenda Johnson was filed on real property expressly listed in and frozen by the CRO.⁴⁶ Similarly, each property listed in the lawsuit filed by Hamblin was listed in and frozen by the CRO.⁴⁷ Olsen, Hamblin, and the Johnsons were aware that real estate owned by Glenda Johnson was included in the asset freeze.⁴⁸ As shown below, Olsen's, Hamblin's, and Glenda Johnson's conduct resulted in numerous and significant violations of the CRO.

A. Olsen Violated The CRO When He Participated in the Creation of Anstram and the Liens.

In October 2019, either Neldon Johnson or Glenda Johnson called Olsen “to discuss possibly moving forward with the [solar] technology and acquiring Glenda’s rights” to the technology. Glenda Johnson, Neldon Johnson, and Olsen together decided that Olsen should form a company to acquire the contract and solar technology rights that Glenda claimed to own.⁴⁹ On November 25, 2019 Olsen formed Anstram as a Nevis limited liability company.⁵⁰ Olsen testified that Glenda Johnson created a short assignment agreement (“Assignment Agreement”) in December 2019 by which Glenda Johnson assigned her intellectual property rights to Anstram,⁵¹ The Assignment Agreement stated that Glenda Johnson assigned rights to Anstram and obligated Anstram to pay Glenda Johnson \$50 million worth of completed projects, including conveying technology back to Glenda Johnson.⁵²

⁴⁶ CRO ¶ 20; *see also* Second Contempt Order, [Docket No. 947](#) at 21.

⁴⁷ *Compare* Complaint, *Hamblin v. Johnson*, Case No. 200600286 (Utah Fifth District Court for Washington County) with CRO ¶ 20.

⁴⁸ [Report and Recommendation](#) ¶ 15; Hamblin Deposition at 26:11-27:2.

⁴⁹ [Report and Recommendation](#) ¶ 16.

⁵⁰ *Id.*

⁵¹ *Id.* ¶ 25.

⁵² *Id.* ¶ 26.

On December 19, 2019, Glenda Johnson recorded a notice of lien against the 15 Millard County properties listed in the CRO.⁵³ These 15 real properties are the properties that were titled in the name of Glenda Johnson in Millard County, Utah and consist of 11 properties that were the subject of the Receiver's then-pending (now-granted) Turnover Motion and four properties that were (and are) subject to a separate lawsuit by the Receiver against Glenda Johnson.⁵⁴ Anstram's claim to a lien on these properties arose from the assignment from Glenda Johnson to Anstram of her "contract rights, including obligations involving these properties."⁵⁵ Olsen signed the lien on behalf of Anstram Energy as the "manager."⁵⁶ Both Neldon and Glenda Johnson were with Olsen when he signed the lien notice at the offices of Nelson Snuffer.⁵⁷ By signing the lien notice under oath, Olsen affirmed that all the properties identified in the exhibits were properly the subject of liens. At his deposition, however, Olsen acknowledged that he did not have any reason to think that work was done on each of the 15 properties to justify the lien.⁵⁸

Notably, the first page of the lien recognizes that the property on which it was recorded was subject to court order. It states:

"The receiver Wayne Klein threatens to sell these parcels. The receiver Wayne Klein was appointed by a court order and that order is on appeal. The order is likely to be reversed and the receiver's authority removed. The receiver is jumping the gun in wanting these assets before the appeal has been decided by the court of appeals."⁵⁹

Regarding any work done on the properties to justify the lien, this Court found: "There

⁵³ *Id.* ¶ 34.

⁵⁴ *Id.* ¶ 34.

⁵⁵ *Id.* ¶ 36.

⁵⁶ *Id.* ¶ 38.

⁵⁷ *Id.*

⁵⁸ *Id.* ¶ 43

⁵⁹ Notice of Lien, Millard County Recordation #00208383, recorded December 19, 2019 (book 667, p. 596) (also found at Receiver Exhibit 2160 and [Docket No. 888-1](#)).

are no invoices for work performed or product to be delivered.”⁶⁰

Glenda Johnson also filed a \$2 million Anstram notice of lien against Glenda Johnson’s home in Payson (Utah County) on the same day the Millard County lien was filed.⁶¹ Like the Millard County lien, the Utah County lien was granted to Anstram, signed by Olsen on December 18, 2019, was based on contract rights Glenda Johnson assigned to Anstram, and asserted the Receiver was acting improperly by seeking control of this property.⁶² Olsen admitted signing the lien.⁶³ He stated that when he signed the lien on behalf of Anstram, he understood that the lien was on “property where a few towers had been built.” When he came to learn (during his deposition) that the property was Glenda Johnson’s home in Payson, he acknowledged having been to the home and knowing there were no solar towers on the Payson property.⁶⁴

On January 14, 2020, Glenda Johnson filed a \$10 million notice of lien in Howard County, Texas on property previously owned by the NPJFLP.⁶⁵ Like the Millard County lien and the Utah County lien, the Texas lien was granted to Anstram, was signed by Olsen, was based on contract rights Glenda Johnson assigned to Anstram, and asserted the Receiver was acting improperly by seeking control of this property.⁶⁶ At the time the Texas lien was signed and recorded, the Texas property was exclusive property of the Receivership.⁶⁷ Olsen never visited the Texas property and did not know what, if any, ownership interest Glenda Johnson had in the

⁶⁰ Second Contempt Order, [Docket No. 947](#) at 22.

⁶¹ [Report and Recommendation](#) ¶ 46.

⁶² *Id.*

⁶³ *Id.* ¶ 47.

⁶⁴ *Id.*

⁶⁵ *Id.* ¶ 48.

⁶⁶ *Id.*

⁶⁷ *Id.* ¶ 51.

property.⁶⁸

Olsen's actions are clear violations of the CRO. Olsen testified that the purpose of the lien was to secure millions of dollars in funds from IAS so that the Neldon Johnson could continue to develop his fraudulent solar technology.⁶⁹ He signed the liens and attested to Anstram's claim of lien even though he knew IAS was in receivership and that the property was subject to a court order. He signed the liens even though he did not know if work had been done on the properties. He signed the liens without reviewing the exhibits describing the properties being liened. And he signed the liens even though he had notice of the CRO, which expressly prohibits creating or enforcing liens on the properties and interfering with the Receivership.

B. Hamblin Violated the CRO with the Forced Sale of Anstram and Friendly Lawsuit Against Glenda Johnson.

As described in the Report and Recommendation, Neldon and Glenda Johnson forced Olsen to transfer his interest in Anstram to Hamblin on February 29, 2020.⁷⁰ Glenda Johnson was present when Olsen and Hamblin each signed the transfer agreement and signed the transfer agreement as a witness.⁷¹ In Glenda Johnson's May 5, 2020 declaration she stated that she reached out to Olsen on May 5, 2020 to ask him to release the Anstram property liens as required by this Court order.⁷² Her declaration, however, was with full knowledge that Hamblin had been the sole owner of Anstram since February 29, 2020. Olsen has no recollection of Glenda Johnson attempting to contact him on May 5, 2020.⁷³

⁶⁸ *Id.* ¶ 49.

⁶⁹ Olsen Deposition at 40:14-42:12.

⁷⁰ [Report and Recommendation](#) ¶¶ 67-76.

⁷¹ *Id.* ¶ 94.

⁷² *Id.* ¶ 93.

⁷³ *Id.*

On June 8, 2020, Hamblin filed a lawsuit against Glenda Johnson, seeking to foreclose on the liens she had granted to Anstram (“Hamblin Lawsuit”).⁷⁴ Hamblin testified that the Hamblin Lawsuit was filed in response to the Court’s June 4 order⁷⁵ requiring Glenda Johnson to demonstrate her inability to release the liens.⁷⁶ Before he filed the Hamblin Lawsuit, Hamblin told Neldon Johnson that he intended to sue Glenda Johnson; he may have discussed his litigation plans with Nelson Snuffer in advance of filing the complaint.⁷⁷ Hamblin testified that the purpose of the lawsuit was to “get a case where I didn’t have the same judge . . . so that I could explain the reasons why our technology would work.”⁷⁸ Hamblin further stated regarding the lawsuit that “you guys [the Court and the Receiver] had acted too early in taking all the stuff away from the company and the investors and everybody else; closing our stock market down; closing all that stuff. I felt like I’d been harmed severely, hundreds of thousands of dollars.”⁷⁹ Despite repeated questions regarding who drafted the complaint, Hamblin would not give a definite answer and instead only provided evasive responses.⁸⁰ There is reason to believe that Glenda Johnson drafted the complaint in the Hamblin Lawsuit.⁸¹ On June 22, Glenda Johnson filed an answer to the complaint in the Hamblin’s Lawsuit. Her answer stated simply, “I agree with the allegations [sic] I have no defense.”⁸² It is noteworthy that Glenda Johnson did not simply decline to answer and allow default to be taken; she expended the effort to prepare and

⁷⁴ *Id.* ¶ 102.

⁷⁵ [Docket No. 933](#).

⁷⁶ [Report and Recommendation](#) ¶ 103.

⁷⁷ *Id.*

⁷⁸ Hamblin Deposition at 117:7-12

⁷⁹ *Id.* at 15:20.

⁸⁰ [Report and Recommendation](#) ¶ 105.

⁸¹ *Id.* ¶¶ 106-111.

⁸² *Id.* ¶ 113.

file an answer.

The Hamblin Lawsuit was filed to interfere with the Receivership and the Receiver's work. The lawsuit seeks to "for close [sic] on the property see exhibit ('A-L')." ⁸³ Properties A-L in the complaint are each listed and frozen by the CRO. ⁸⁴ Hamblin admitted that in addition to foreclosing on the properties, the lawsuit was an attempt to re-litigate the underlying ruling in the Receivership. There is no question that Hamblin's conduct violated the CRO.

C. **Glenda Johnson Made False Statements to the Court and Violated the CRO by Orchestrating the Anstram Liens.**

As noted above, Olsen formed Anstram at the request of Neldon and Glenda Johnson. The purpose of forming the entity was to continue to develop the solar technology and to "acquir[e] Glenda's rights" to the technology. ⁸⁵ The Assignment Agreement, executed between Glenda Johnson and Anstram, assigned Glenda Johnson's purported rights to Anstram and obligated Anstram to pay Glenda Johnson \$50 million worth of technology. Glenda Johnson then filed liens on behalf of Anstram on 17 properties listed in the CRO. The Court has already found that Glenda Johnson's conduct related to the liens violated the CRO. ⁸⁶

The Receiver's investigation revealed further violations by Glenda Johnson. First, Glenda Johnson has copies of at least three documents relating to Anstram that she has failed to deliver to the Receiver: the Assignment Agreement, her employment agreement with Anstram, and documents she showed to Olsen evincing an assignment of technology to Glenda Johnson. ⁸⁷

⁸³ Complaint ¶ 6, Hamblin Lawsuit, Case No. 200600286 (Utah Fifth District Court for Washington County). The complaint can be found at [Docket No. 1055-5](#).

⁸⁴ Compare Complaint, Hamblin Lawsuit with CRO ¶ 20.

⁸⁵ [Report and Recommendation](#) ¶ 11.

⁸⁶ [Docket No. 701](#); [Docket No. 947](#).

⁸⁷ [Report and Recommendation](#) ¶ 135.

Second, Glenda Johnson orchestrated the creation of Anstram, the liens, and the subsequent transfer of Anstram to Hamblin. Glenda Johnson induced Olsen to sign liens on behalf of Anstram based on misrepresentations that towers had been built on all properties on which liens were being filed, that Glenda Johnson owned the technology, and that Glenda Johnson had authority to grant liens on the Texas property. She induced Olsen to sign liens that referenced attached exhibits without showing Olsen the property description exhibits at the time the liens were filed and falsely told Olsen that she owned technology and intellectual property that was not subject to the CRO. She led Hamblin to believe that Anstram would own technology and real property because she owned those assets.⁸⁸

Third, Glenda Johnson made numerous false statements to the Court. She testified that she did not know what work Anstram did, while at the same time she was the sole employee of Anstram, was essential to Olsen's desire to create a business plan, constituted the entirety of Anstram's technological knowledge about solar projects, and was so crucial to Anstram's future that Olsen agreed to relinquish his ownership of Anstram when Glenda Johnson indicated she would no longer cooperate with him.⁸⁹ She further testified that all agreements between her and Anstram were oral and that there were no written agreements, while Olsen, whose testimony is more credible,⁹⁰ testified there were at least three written agreements.⁹¹

Moreover, Glenda Johnson mischaracterized her role in creation of the liens, falsely claiming under oath: "I only gave information for the preparation of the documents, such as form

⁸⁸ *Id.* ¶¶ 137-139.

⁸⁹ [Report and Recommendation](#) ¶ 140.

⁹⁰ This Court has held that Glenda Johnson's claims regarding the liens are not credible. [Docket No. 984](#), filed August 6, 2020 at 22-23.

⁹¹ [Report and Recommendation](#) ¶ 135.

and property descriptions, and recorded the liens with the counties.”⁹² This is contrary to the deposition testimony of Olsen, who described multiple meetings he had with Glenda and Neldon Johnson, Glenda Johnson’s key role in assisting and paying for the creation of Anstram Energy, and her later forcing Olsen to transfer Anstram to Hamblin.⁹³ Indeed, Glenda Johnson herself described going to Olsen’s home on February 29, 2020 and having Olsen prepare the Transfer of Membership Interest form that she signed as a witness.⁹⁴ She also falsely represented to the Court that Olsen’s sale of Anstram to Hamblin was a result of communications between Hamblin and Olsen, that she attempted to contact Olsen to release the liens on May 5, and that Hamblin inquired of Glenda Johnson regarding buying Anstram.⁹⁵ None of these representation proved to be true.

Finally, in addition to misrepresentations made to this Court, Glenda Johnson also made false statements to the Utah Fourth District Court in the Hamblin Lawsuit that “XSun is now owned by Neldon Johnson one third, Lagrand [sic] Johnson one third, and Randy Johnson one third. XSun is now controlled by Legrand [sic] Johnson and [LaGrand and Randale] Johnson’s two thirds ownerships combine ownership,” despite both entities having been made Receivership Entities in May 2019.⁹⁶

Glenda Johnson’s false statements and misrepresentations, along with her role coordinating the creation of Anstram, creating and recording the liens, and orchestrating the transfer of Anstram to Hamblin represent significant new violations of the CRO.

⁹² [Report and Recommendation](#) ¶ 143.

⁹³ *Id.*

⁹⁴ *Id.*

⁹⁵ *Id.* ¶¶ 144-148.

⁹⁶ *Id.* ¶ 57(b).

CONCLUSION

Based upon this Motion and the Report and Recommendation, the Receiver requests that the Motion be granted and the Court enter an order requiring Glenda Johnson, Hamblin, and Olsen to show cause as to why they each should not be held in civil contempt.⁹⁷

Once civil contempt is found, the Receiver requests that (1) Glenda Johnson, Hamblin, and Olsen be jointly and severally liable for all costs and fees of the Receiver and his counsel related their misconduct, including, but not limited to, i) this Motion and the accompanying Report and Recommendation, ii) the Receiver's prior motion to invalidate the liens, iii) the depositions of Hamblin and Olsen and related investigation, and iv) other filings related to the misconduct;⁹⁸ and (2) in the Receiver's separate lawsuit against Glenda Johnson seeking turnover of four properties still titled in the name of Glenda Johnson (Case No. 2:19-cv-625), Glenda Johnson bear the burden of demonstrating that funds used for her acquisition of each of those properties came from sources other than Receivership Entities and Affiliated Entities.

The sanction of shifting the burden of proof is warranted and well within the Court's authority when, as here, there is causal relationship between the conduct and the sanction.⁹⁹ Glenda Johnson previously has been found to have withheld, destroyed, and fabricated documents relating to this case, despite numerous orders to deliver all relevant records to the

⁹⁷ A proposed order taking the Motion and Report and Recommendation under advisement is submitted herewith.

⁹⁸ See [Goodyear Tire & Rubber Co. v. Haeger](#), 137 S. Ct. 1178, 1186 (2017) (explaining fees incurred because of the misconduct at issue may be assessed as a sanction); see also [United Mine Workers of Am. v. Bagwell](#), 512 U.S. 821, 838 (1994); [In re Indian Motorcycle Mfg., Inc.](#), No. CIVA 95CV00777 REBCB, 2008 WL 163005, at *2 (D. Colo. Jan. 15, 2008) (awarding receiver fees because “[i]t would not be equitable for respondents to burden the receivership estate without compensating the receiver for the reasonable value of the additional costs and fees” for “filing and prosecution of this motion.”).

⁹⁹ Courts have inherent authority to sanction abuses of the judicial process and tampering with the administration of justice. [Chambers v. NASCO, Inc.](#), 501 U.S. 32, 43-45 (1991); see also [Acosta v. Paragon Contractors Corp.](#), 884 F.3d 1225, 1240 (10th Cir. 2018) (explaining a compensatory sanction may be imposed so long as there is causal relationship between the conduct and the sanction).

Receiver.¹⁰⁰ The failures to deliver relevant records impairs the Receiver's ability to shoulder the burden of proving the source of funds for these four property purchases. The beneficiary of those failures is Glenda Johnson. In light of her failure to deliver records showing the source of funds for these four property purchases, her pattern of using Receivership Assets to purchase 14 other properties identified in the Turnover Order, and her filing of unlawful liens on all properties titled in her name (and titled in the names of others), equity demands that she not be rewarded for withholding, destroying, and fabricating documents. Because Glenda Johnson controls the records, she should bear the burden of identifying and producing records showing that the funds used to purchase these properties came from non-Receivership-Entity sources.

DATED this 29th day of December 2020.

PARR BROWN GEE & LOVELESS

/s/ Michael S. Lehr
Jonathan O. Hafen
Jeffery A. Balls
Michael S. Lehr
Attorneys for Receiver

¹⁰⁰ See e.g., [Second Contempt Order](#).

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that service of the foregoing was electronically filed with the Clerk of the Court through the CM/ECF system on December 29, 2020, which sent notice of the electronic filing to all counsel of record. In addition, copies were sent by mail to:

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Ivins, UT 847

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