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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 REPORT AND
RECOMMENDATION ON
PROPERTY LIENS GLENDA
JOHNSON GRANTED TO ANSTRAM
ENERGY AND VIOLATIONS OF
CORRECTED RECEIVERSHIP
ORDER**

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

District Judge David Nuffer

R. Wayne Klein, the Court-Appointed Receiver (“Receiver”) of RaPower-3, LLC, International Automated Systems, Inc., and LTB1, LLC (collectively “RaPower”), as well as certain affiliated subsidiaries and entities and the assets of Neldon Johnson (“Johnson”) and R. Gregory Shepard (“Shepard”), hereby submits this report (“Report and Recommendation”) to the Court regarding property liens that Glenda Johnson granted to Anstram Energy and violations of the Corrected Receivership Order (“CRO”) ¹ by Glenda Johnson, Preston Olsen, and Roger Hamblin.

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

Table of Contents

I.	INTRODUCTION	1
A.	History of Proceedings Relating to Property Liens.....	1
B.	Subsequent Investigation by Receiver.....	2
II.	REPORT	3
A.	IAS Properties Were Under the Control of the Receiver.....	3
B.	2019 Lien Filed on Tower Site Property.....	4
C.	Formation, Assets, and Operations of Anstram Energy.....	6
D.	New Liens Filed on Properties in Millard County, Utah County, and Texas.....	12
E.	Glenda Johnson Filed Lawsuit Against Wings West.....	19
F.	February 25, 2020 Hearing on Second Motion for Contempt.....	22
G.	Forced Transfer of Anstram Energy.....	24
H.	Glenda Johnson’s May 14, 2020 Declaration.....	31
I.	Hamblin and Olsen Declarations in Support of Glenda Johnson.....	31
J.	Hamblin’s Friendly Lawsuit Against Glenda Johnson.....	33
K.	Validity of Liens.....	38
III.	ANALYSIS	38
A.	The CRO Prohibits Obstruction or Interference with the Receiver’s Work.....	38
B.	Olsen Knowingly Interfered with the Receiver’s Work.....	39
C.	Hamblin Knowingly Interfered with the Receiver’s Work, Failed to Cooperate.	40
D.	Glenda Johnson Knowingly Made False Statements to the Court, Knowingly Violated the CRO.....	41
IV.	RECEIVER’S RECOMMENDATIONS	47
V.	CONCLUSION	50

I. INTRODUCTION

A. History of Proceedings Relating to Property Liens

More than a year after the Corrected Receivership Order (“CRO”) was issued, Glenda Johnson continued to “[i]nterfere with the Receiver’s efforts to take control, possession, or management of [] Receivership Property.”² She led efforts to interfere with the Receivership by recording a series of encumbrances on properties already under the exclusive control of the Receiver. Some information about liens improperly filed by Glenda Johnson was addressed by the Court at the contempt hearing on February 25, 2020.³ The Receiver provided additional information to the Court on March 20, 2020 in *Receiver’s Ex-Parte Affidavit of Non-Compliance Against Glenda Johnson*.⁴ The Court issued an order on May 5, 2020 finding that the property liens and lawsuit against the property buyer violated the CRO (“Lien Release Order”).⁵ The Lien Release Order required Glenda Johnson to: i) dismiss the lawsuit against Wings West, ii) release the property liens, and iii) refrain from asserting any liens or initiating any litigation without prior approval of the Court.⁶

Glenda Johnson dismissed her lawsuit against Wings West, but did not release the property liens. The Receiver filed a new *Notice of Non-Compliance*.⁷ 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.⁸ The Receiver countered that Glenda Johnson had

² *Id.* at ¶ 35(a).

³ See *Civil Contempt Order Re: Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson*, [Docket No. 947](#), filed July 6, 2020, at 21-23 (Second Contempt Order).

⁴ [Docket No. 888](#), filed March 20, 2020.

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

⁶ *Id.* at 6.

⁷ [Docket No. 923](#), filed May 13, 2020.

⁸ [Docket No. 925](#), filed May 14, 2020. Some statements in Glenda Johnson’s May 14, 2020 declaration have subsequently shown to have been false. See *discussion below in Part II.O.*

not carried her burden to show impossibility.⁹ On June 3, 2020, the Court issued an order requiring Glenda Johnson to provide additional information by June 10, 2020.¹⁰ Glenda Johnson provided additional information on June 10, including declarations by her, Roger Hamblin, and Preston Olsen (“Impossibility Declaration”).¹¹ After conducting some additional investigation, the Receiver filed a preliminary report and recommendation detailing Glenda Johnson’s non-compliance with the Lien Release Order and identifying information she still had not provided.¹² The Court issued a *Memorandum Decision and Order Invalidating Liens and Directing the Receiver to Conduct Additional Investigation*.¹³

The Court entered separate orders to be recorded with Utah County and Millard County evidencing the judicial invalidation of the liens. The Receiver recorded those orders with the counties.

B. Subsequent Investigation by Receiver

The Receiver took the depositions of Roger Hamblin and Preston Olsen and obtained copies of additional court filings by Glenda Johnson in her state court lawsuit against Wings West. This Report and Recommendation details the additional information discovered by the Receiver, including information showing that Glenda Johnson made false statements to the Court in her efforts to retain control over the liened properties.

The Receiver took the deposition of Roger Hamblin on September 1, 2020 (“Hamblin Deposition”). Hamblin acknowledged that the same day he received the subpoena he spoke with Neldon Johnson regarding the subpoena.¹⁴ Hamblin was generally aware that the Court issued a

⁹ [Docket No. 929](#), filed May 20, 2020.

¹⁰ [Docket No. 933](#), filed June 4, 2020.

¹¹ [Docket No. 937](#), filed June 10, 2020.

¹² [Docket No 942](#), filed June 30, 2020.

¹³ [Docket No. 984](#), filed August 6, 2020.

¹⁴ Hamblin Deposition at 10:4-13:3. A copy of the Hamblin deposition is attached hereto as [Exhibit A](#).

finding of fraud at the conclusion of trial, issued an order in August 2018 freezing Defendants' assets, and appointed a receiver over all of Neldon Johnson's assets.¹⁵ He was aware that the CRO prohibited persons other than the Receiver from doing anything to impair the Receiver's control over the properties listed in the CRO.¹⁶ He had not been aware of either of the contempt orders issued against Neldon and Glenda Johnson.¹⁷ He had not been aware that Glenda Johnson had filed the Tower Property Lien in August 2019.¹⁸

The Receiver took the deposition of Preston Olsen on September 4, 2020 ("Olsen Deposition"). Olsen had spoken with Roger Hamblin just prior to his (Olsen's) deposition about the Receiver's investigation.¹⁹ Olsen was aware of the CRO, having downloaded it from the federal court's website.²⁰ Olsen had not previously seen copies of the August 22, 2018 Asset Freeze Order²¹ and the Court's June 22, 2018 initial order and injunction;²² he had not been aware of the two contempt orders issued against Neldon and Glenda Johnson.²³ Olsen was not aware that in August 2019 Glenda Johnson had filed the Tower Property Lien.²⁴ He did not know who owned the Tower Site.²⁵

II. REPORT

A. IAS Properties Were Under the Control of the Receiver

1. The CRO directed the receiver "to take immediate possession of all real property

¹⁵ *Id.* at 23:1-24:1

¹⁶ *Id.* at 26:11-27:2.

¹⁷ *Id.* at 18:22-20:19.

¹⁸ *Id.* at 20:20-21:14.

¹⁹ Olsen Deposition at 18:22-19:16. A copy of the Olsen deposition is attached hereto as Exhibit B.

²⁰ *Id.* at 11:23-12:22; 51: 7-15.

²¹ *Id.* at 12:23-13:3.

²² *Id.* at 13:4-13:9.

²³ *Id.* at 14:5-15:4.

²⁴ *Id.* at 15:7-16:22.

²⁵ *Id.* at 16:3-16:5.

of the Receivership Defendants”²⁶ Five of the properties identified in the CRO were titled in the name of Receivership Defendant International Automated Systems, Inc. (“IAS”) and were under the immediate control of the Receiver.²⁷ One of these, HD-4658-1 in Millard County, was the initial “Tower Site.”

2. On May 20, 2019, the Receiver notified the Court that he had received an offer to purchase the Tower Site and sought approval to sell the property at public auction,²⁸ which the Court approved.²⁹ The property was sold at auction on July 19, 2019 for \$21,000.00.³⁰ The sale closed on August 5, 2019.³¹

3. The property sale order stated “[t]he sale of the Property [is] free and clear of interests”³² Thus, any interests that a potential claimant could assert against the property was extinguished against the property and could be asserted only against the Receivership Estate, not the buyer of the property.

B. 2019 Lien Filed on Tower Site Property

4. On August 15, 2019—ten days after the sale closed on the Tower Site—Glenda Johnson filed a \$9 million lien against the Tower Site property (“Tower Property Lien”).³³ By filing the Tower Property Lien, Glenda Johnson claimed that she provided \$9 million worth of “labor and/or materials” on the property between January 2004 and August 14, 2019.³⁴

5. In the lien filing, Glenda Johnson stated that the Receiver was “jumping the gun

²⁶ [Docket No. 491](#), filed November 1, 2018 at ¶ 20.

²⁷ These properties had tax parcel numbers HD-4609, HD-4612, HD-4654, HD-4657, and HD-4658-1. These were identified in the CRO at ¶¶ 20 (q), (r), (t), (u), and (w).

²⁸ [Docket No. 661](#), filed May 20, 2019.

²⁹ [Docket No. 689](#), filed June 6, 2019.

³⁰ [Docket No. 743](#), filed August 5, 2019.

³¹ *Id.*

³² *Id.*

³³ Millard County Recorder, Recordation #00207237, recorded August 15, 2019 (book 651, p. 444). A copy is found at [Docket No. 888-2](#), filed March 20, 2020. This document is also Receiver’s Exhibit 2174.

³⁴ Tower Property Lien at 1.

in selling off assets before the appeal is heard.”³⁵ Glenda Johnson’s claim to have provided \$9 million in “labor and/or materials” was premised on her claim that the Neldon Johnson entity Solstice Enterprises owed her \$35 million.³⁶

6. Glenda Johnson mailed a copy of the Tower Property Lien to the Receiver on August 16, 2019. In a cover letter, Glenda Johnson told the Receiver that any questions should be addressed to her attorney Denver Snuffer. This suggests that the law firm of Nelson Snuffer Dahle & Poulsen (“Nelson Snuffer”) assisted in preparing the Tower Property Lien.

7. On August 29, 2019, the Receiver wrote to Nelson Snuffer asserting that the Tower Property Lien violated the CRO and requesting an explanation of what labor and materials Glenda Johnson provided on the property between January 2004 and August 14, 2019.³⁷ Glenda Johnson’s attorneys did not respond to the Receiver’s request for this information despite CRO mandates that Glenda Johnson and attorneys for Receivership Defendants provide information requested by the Receiver.³⁸

8. If Glenda Johnson performed work on the property between August 22, 2018 and August 14, 2019, that work was in violation of the Court’s asset freeze order.³⁹ Any work Glenda Johnson performed after October 31, 2018 also violated the CRO. Because Glenda Johnson and her attorneys never provided information about work she performed, as claimed in the Tower Property Lien, the Receiver does not know whether Glenda Johnson’s claims of work performed were false or whether Glenda Johnson did provide labor and materials in violation of

³⁵ *Id.* The Tenth Circuit affirmed this Court’s ruling on June 2, 2020. [United States v. RaPower](#), 960 F.3d 1240 (10th Cir. 2020).

³⁶ Declaration of Glenda Johnson, [Docket No. 784-1](#), filed October 11, 2019. The Court subsequently ruled that the Solstice contract was invalid and fabricated after the fact. Turnover Order, [Docket No. 1007](#), filed September 15, 2020 at 41-42.

³⁷ Email from Wayne Klein to Steven Paul and Denver Snuffer, August 29, 2019.

³⁸ CRO, ¶¶ 23-24, 28.

³⁹ *Memorandum Decision and Order Freezing Assets and to Appoint a Receiver*, [Docket No. 444](#), filed August 22, 2018 (“Asset Freeze Order”).

the asset freeze order and CRO.

9. To the extent that Glenda Johnson provided labor or materials after August 5, 2019—the date the property sale closed—she was trespassing on property owned by the buyer of the property.

10. The Tower Property Lien expired after Glenda Johnson took no action to enforce the claimed lien within the 180-day period prescribed by Utah law.⁴⁰

C. Formation, Assets, and Operations of Anstram Energy

11. In October 2019, either Neldon Johnson or Glenda Johnson called Olsen, a Salt Lake City attorney, asking him to meet the Johnsons at Nelson Snuffer “to discuss possibly moving forward with the technology and acquiring Glenda’s rights.”⁴¹ Olsen testified he was surprised that someone was interested in selling the technology, he did not know that Glenda Johnson had rights to the technology and contracts, and he did not know Neldon and Glenda Johnson were looking to transfer those rights to another entity.⁴²

12. Olsen believes they contacted him because he had been a frequent visitor to the solar sites, had closely followed the technology for ten years, and had talked frequently with Neldon Johnson about the progress of the technology.⁴³

13. Neldon and Glenda Johnson told Olsen they wanted to continue to develop the solar technology and generate revenue for “all of us.”⁴⁴ At the time of the October 2019 call, Olsen was aware that the trial had concluded unfavorably for Neldon Johnson and IAS and that a receivership order had been entered.⁴⁵ He knew that as a result of the CRO, all assets of IAS,

⁴⁰ [Utah Code § 38-1a-701\(2\)\(a\)](#).

⁴¹ Olsen Deposition at 49:19-50:8; 51:7-51:10.

⁴² *Id.* at 50:11-50:18.

⁴³ *Id.* at 50:19-51:1.

⁴⁴ *Id.* at 51:2-51:6.

⁴⁵ *Id.* at 51:11-51:25.

RaPower, and Neldon Johnson were under control of the Receiver.⁴⁶ However, Neldon and Glenda Johnson told Olsen that some of the technology and intellectual property belonged to Glenda Johnson and was not part of the Receivership Estate because Glenda Johnson was not subject to the CRO.⁴⁷

14. Still in October 2019, Olsen met with Neldon and Glenda Johnson at the offices of Nelson Snuffer.⁴⁸ At that meeting, Glenda Johnson asked Olsen if he “would be interested in acquiring her contracts and rights to try to continue to develop the technology.”⁴⁹ Olsen responded in the affirmative,⁵⁰ believing the interests owned by Glenda Johnson were worth “hundreds of millions of dollars.”⁵¹

15. During multiple meetings with Neldon Johnson and Glenda Johnson (all held at the Nelson Snuffer law firm),⁵² Olsen and the Johnsons were aware that real estate owned by Glenda Johnson was included in the asset freeze.⁵³ Nevertheless, Olsen believed Glenda Johnson’s claimed interest in the real estate was valid.⁵⁴

16. As a result of these additional meetings, Glenda Johnson, Neldon Johnson, and Olsen together decided that Olsen should form a company to acquire the contract and technology rights that Glenda claimed to own.⁵⁵ The company name—Anstram Energy—was suggested by either Neldon or Glenda Johnson.⁵⁶ Neldon Johnson suggested that Olsen form the company in

⁴⁶ *Id.*

⁴⁷ *Id.* at 51:21-52:22.

⁴⁸ *Id.* at 21:10-22:5; 51:7-51:10; 57:11-57:17. Steven Paul and Denver Snuffer were in the same meeting. The meeting was at least a month before the formation of Anstram. *Id.*

⁴⁹ *Id.* at 20:20-20:25. In his deposition, Olsen was unsure whether the initial inquiry had come from Neldon Johnson or Glenda Johnson. *Id.* at 49:19-50:10.

⁵⁰ *Id.*

⁵¹ *Id.* at 53:17-53:22.

⁵² *Id.* at 58:1-59:15.

⁵³ *Id.* at 61:1-61:12.

⁵⁴ *Id.* at 61:17-61:18.

⁵⁵ *Id.* at 21:1-21:3; 53:23-53:25; 59:24-60:10.

⁵⁶ *Id.* at 23:19-23:23; 60:8-60:10.

Nevis.⁵⁷ Olsen had never heard of forming a company in Nevis but did some internet research and thought it was a good decision.⁵⁸ He selected a registered agent he found from his online research.⁵⁹ On November 25, 2019 Olsen formed Anstram Energy LLC (“Anstram”) as a Nevis limited liability company.⁶⁰

17. He believes Anstram’s articles of organization were prepared by the company he engaged to form Anstram.⁶¹ He did not request that any specific language be included in the articles or organization, did not see the articles before they were filed, and does not know if the company has an operating agreement.⁶²

18. The costs of forming Anstram were approximately \$3,500, which included preparation of the company documents, filing fees, and fees for the registered agent.⁶³ Glenda Johnson gave Olsen her personal credit card number and Olsen charged the formation costs to Glenda Johnson’s credit card.⁶⁴ He gave copies of the corporate documents to Glenda Johnson.⁶⁵

19. After forming Anstram, Olsen met again with Glenda and Neldon Johnson to transfer Glenda Johnson’s contracts and intellectual property to Anstram.⁶⁶

20. During the time that Anstram was owned by Olsen, Anstram owned no real estate,⁶⁷ had only a single member (who was Olsen),⁶⁸ had no liabilities,⁶⁹ conducted no

⁵⁷ *Id.* at 21:4-21:9; 60:5-60:7; 88:1-88:3.

⁵⁸ *Id.* at 22:6-22:8; 87:17-88:2.

⁵⁹ *Id.* at 22:9-22:16.

⁶⁰ *Id.* at 20:12-20:19. Corporate registration records for Anstram are at Receiver Exhibit 2175.

⁶¹ Olsen Deposition at 24:9-24:17.

⁶² *Id.* at 24:9-25:9.

⁶³ *Id.* at 26:8-26:20.

⁶⁴ *Id.* at 26:21-26:24.

⁶⁵ *Id.* at 25:21-26:4.

⁶⁶ *Id.* at 60:15-60:22.

⁶⁷ *Id.* at 25:2-25:3.

⁶⁸ *Id.* at 26:25-27:8.

⁶⁹ *Id.* at 33:2-33:4.

business,⁷⁰ and had no cash flow.⁷¹ It had no bank accounts or monies.⁷² The company had no experience in the energy industry, other than Glenda Johnson's claimed experience in developing solar energy.⁷³ Its only assets were the intellectual property that Glenda Johnson claimed to own and contract rights pursuant to which Glenda Johnson was to construct solar projects.⁷⁴ Those purported contract rights included more than \$10 million that IAS supposedly owed Glenda Johnson for work she performed in constructing towers.⁷⁵ Olsen maintains that IAS owes these monies to Glenda Johnson—and by extension Anstram—despite IAS having been placed in receivership more than a year before Anstram was created.⁷⁶

21. In order to develop Anstram's solar technology, Anstram would have needed to raise capital and to acquire the heat exchanger technology and the turbine technology.⁷⁷ Olsen believes that Glenda Johnson owned—and transferred to Anstram—all the rights to the heat exchanger and turbine technologies.⁷⁸

22. The energy development was to have been spearheaded by Olsen. He did not have a business plan, but intended to develop a business plan, raise capital, finish the technology, and build the projects.⁷⁹ He anticipated initially soliciting venture capital firms for capital.⁸⁰

23. Anstram had a single employee: Glenda Johnson.⁸¹ Her duties were to facilitate

⁷⁰ *Id.* at 33:5-33:8; 34:8-34:10.

⁷¹ *Id.* at 35:3-35:5.

⁷² *Id.* at 32:18-33:2.

⁷³ *Id.* at 33:9-34:7.

⁷⁴ *Id.* at 31:9-37:14.

⁷⁵ *Id.* at 40:14-42:4.

⁷⁶ *Id.* at 42:5-43:18. Olsen believed the receivership would have to honor contracts previously made with Glenda Johnson. *Id.*

⁷⁷ *Id.* at 35:17-35:24; 54:8-54:14.

⁷⁸ *Id.* at 36:10-37:8; 31:15-31:20. Olsen did not know whether the prototype turbine designed by Wisdom Farms and funded by IAS monies (paid through Robert Johnson) was an asset of Anstram. *Id.* at 38:6-38:8.

⁷⁹ *Id.* at 54:15-55:3.

⁸⁰ *Id.* at 55:4-56:15.

⁸¹ *Id.* at 27:9-27:14.

the transfer of her contractual rights to Anstram and continue developing the solar technology.⁸² Olsen expected that Glenda Johnson would have helped Olsen prepare a business plan, with the involvement of Neldon Johnson.⁸³ Anstram never made any payments to Glenda Johnson as an employee.⁸⁴

24. In exchange for Glenda Johnson's transfer of her rights to Anstram, Anstram was to develop solar projects and later transfer those solar projects to her.⁸⁵ Olsen paid Glenda Johnson nothing for the contract rights and technology at the time Anstram was formed and the rights were acquired,⁸⁶ but Anstram was obligated to provide Glenda Johnson with energy projects worth approximately \$50 million, after the energy projects were developed.⁸⁷

25. Olsen testified there was a written employment agreement between Anstram and Glenda Johnson. The typed agreement was created by Glenda Johnson and signed by Olsen on behalf of Anstram.⁸⁸ Olsen did not receive and does not have a copy of the employment agreement.⁸⁹ Olsen said Glenda Johnson also created a short assignment agreement ("Assignment Agreement")⁹⁰ in December 2019 by which Glenda Johnson assigned her intellectual property rights to Anstram,⁹¹ but Olsen does not have a copy of that document.⁹²

26. The Assignment Agreement was basic, stating that Glenda Johnson assigned rights to Anstram and obligating Anstram to pay Glenda Johnson \$50 million worth of

⁸² *Id.* at 27:15-

⁸³ *Id.* at 56:13-57:2.

⁸⁴ *Id.* at 34:25-35:5.

⁸⁵ *Id.* at 27:24-28:4.

⁸⁶ *Id.* at 54:1-54:7.

⁸⁷ *Id.* at 28:5-28:8; 54:1-54:7; 55:15-55:22.

⁸⁸ *Id.* at 28:9-29:2.

⁸⁹ *Id.*

⁹⁰ *Id.* at 63:5-64:4.

⁹¹ *Id.* at 63:3-63:9.

⁹² *Id.* at 31:15-32:3; 62:13-62:15. Olsen believes the Assignment Agreement was not recorded with the U.S. Patent Office. *Id.*

completed projects, including conveying technology back to Glenda Johnson.⁹³ The agreement contained no description of what development was going to be done, by whom, or when.⁹⁴ It did not specify that Glenda Johnson had any rights to get information about Anstram's progress, contained no benchmarks to measure Anstram's progress, and imposed no deadlines for performance.⁹⁵ Glenda Johnson never provided the Receiver a copy of the employment agreement or Assignment Agreement.

27. When asked the purpose of creating Anstram if its only functions were to receive technology rights from Glenda Johnson, develop the technology using Glenda Johnson's efforts, and then transfer the technology and completed projects back to Glenda Johnson, Olsen said he did not know.⁹⁶ Olsen said he wanted to be part of the continued efforts to develop the technology and "was happy to create the entity and try to move forward."⁹⁷ Olsen did expect that after transferring projects back to Glenda Johnson, Anstram would still own projects worth tens of millions of dollars, for which Olsen was paying nothing.⁹⁸

28. Olsen said he reviewed previously created documents that transferred rights to Glenda Johnson to construct the technology and agreements transferring technology to Glenda Johnson.⁹⁹ He did not sign those documents and was not given copies; Glenda kept copies of those documents in her role as the sole employee of Anstram.¹⁰⁰

29. Glenda Johnson had no authority to sign contracts or bind Anstram.¹⁰¹ Until Olsen's transfer of Anstram to Hamblin, Olsen was the sole person with authority to act on

⁹³ *Id.* at 62:16-65:3. The agreement was "a few pages" long. *Id.* at 64:1-64:2.

⁹⁴ *Id.*

⁹⁵ *Id.* at 64:11-64:20.

⁹⁶ *Id.* at 65:17-66:6.

⁹⁷ *Id.*

⁹⁸ *Id.* at 66:7-67:1.

⁹⁹ *Id.* at 29:9-29:20.

¹⁰⁰ *Id.* at 29:16-30:8.

¹⁰¹ *Id.* at 30:15-30:22.

behalf of Anstram.¹⁰²

30. Hamblin, the second owner of Anstram, expressed a very different version of Anstram's obligations to Glenda Johnson. He testified that Anstram had no obligations to Glenda Johnson. She has no rights to get information from Anstram.¹⁰³ Nevertheless, Hamblin identified oral agreements with Glenda Johnson whereby Anstram intended to return ownership of the lien properties to Glenda Johnson.¹⁰⁴ Hamblin refused to explain how Anstram would return the properties to Glenda Johnson, stating that sales of Anstram technology to foreign entities was expected to generate significant returns. Hamblin refused to answer questions about negotiations with foreign entities and the role of Neldon Johnson in those negotiations, claiming his Fifth Amendment privilege.¹⁰⁵

31. Hamblin said that while the company has been under his control, Anstram has done nothing to develop solar technology that it believes it owns, other than negotiations with foreign entities regarding technology.¹⁰⁶

32. In his deposition, Hamblin initially asserted that Anstram owns the technology relating to the turbine that Neldon Johnson designed, but upon further questioning averred that he (Hamblin) owned those technology rights individually.¹⁰⁷

D. New Liens Filed on Properties in Millard County, Utah County, and Texas

33. On December 26, 2019, the Millard County Attorney notified the Receiver that Glenda Johnson had recorded notices of liens against properties titled in her name but subject to

¹⁰² *Id.* at 30:22-31:1.

¹⁰³ Hamblin Deposition at 148:17-148:19.

¹⁰⁴ *Id.* at 146:20-149:13.153:18.

¹⁰⁵ *Id.* at 150:6-

¹⁰⁶ *Id.* at 153:25-156:3.

¹⁰⁷ *Id.* at 158:14-160:19. Hamblin indicated he took the video of the turbine that Wisdom Farms Technology Group began constructing. *Id.* at 162:3-162:16.

the asset freeze and the CRO.¹⁰⁸

34. Glenda Johnson recorded the Notice of Lien against the Millard County properties (“Millard County Lien”) on December 19, 2019.¹⁰⁹ The Millard County Lien indicated that Anstram Energy claimed a \$30 million lien against 15 property parcels in Millard County.¹¹⁰ The 15 properties were identified in 11 exhibits to the Millard County Lien. These 15 real properties are all 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 Turnover Motion¹¹¹ and four properties that were the subject of a separate lawsuit by the Receiver against Glenda Johnson.¹¹²

35. Olsen signed documents creating the Millard County Lien. The 11 exhibits attached to the lien filing contained legal descriptions of the 15 properties on which the lien was to attach. Olsen testified that the real estate documents included as exhibits to the Millard County Lien were not attached to the notice of lien when he signed it and that he had never possessed copies of those documents.¹¹³ He did, however, expect that Glenda Johnson would later attach the exhibits (which he had never seen) to the lien notice before it was recorded.¹¹⁴

36. Anstram’s claim to a \$30 million lien on these properties arose from an assignment from Glenda Johnson to Anstram of her “contract rights, including obligations involving these properties.”¹¹⁵

¹⁰⁸ Email from Patrick Finlinson to Wayne Klein, December 26, 2019.

¹⁰⁹ 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](#)).

¹¹⁰ *Id.*

¹¹¹ *Receiver’s Motion for Order Directing Turnover and Transfer of Real Properties Titled in the Name of Glenda Johnson and Funds in Accounts Controlled by Glenda Johnson*, [Docket No. 757](#), filed August 30, 2019.

¹¹² *Wayne Klein, Receiver v. Glenda Johnson*, Case No. 2:19-cv-625, Complaint, Docket No. 2, filed September 4, 2019.

¹¹³ Olsen Deposition at 67:2-67:11.

¹¹⁴ *Id.* at 68:23-69:1.

¹¹⁵ Millard County Lien at 1.

37. The notice of lien instructed that, when recorded, the lien was to be returned to Glenda Johnson at her home in Payson, Utah.¹¹⁶

38. Preston Olsen signed the Millard County Lien on behalf of Anstram Energy, LLC, identifying himself as the “manager.”¹¹⁷ Olsen testified that he signed the document at the offices of Nelson Snuffer.¹¹⁸ Both Neldon and Glenda Johnson were with Olsen when he signed the lien notice.¹¹⁹ Olsen’s signature was notarized by Lisa Revels, whose address is the same as the law firm Nelson Snuffer.¹²⁰ Olsen said it was not his suggestion that Glenda Johnson create liens on the real estate.¹²¹

39. The Millard County Lien recites that the lien arose as of December 16, 2019. Glenda Johnson testified that the agreement granting a lien to Anstram was an oral one.¹²² This was the basis for the Court finding that the agreement was unwritten.¹²³ Olsen’s testimony is to the contrary, stating there was at least one written agreement relating to creation of the lien.¹²⁴ If Olsen’s testimony is to be credited, Glenda Johnson falsely testified that the Assignment Agreement was oral and she also violated the CRO in not delivering to the Receiver a copy of the written agreement. The Receiver believes Olsen’s testimony is more credible and that Olsen, an attorney, would have insisted on a written agreement relating to a \$50 million transaction. In that event, Glenda Johnson is still withholding from the Receiver a copy of the written

¹¹⁶ *Id.*

¹¹⁷ *Id.* at 2. Olsen testified that until his deposition, he was not aware that Glenda Johnson had previously filed a lien on the Tower Site. Olsen Deposition at 16:18-16:22.

¹¹⁸ Olsen deposition at 72:4-72:20.

¹¹⁹ *Id.* at 72:9-72:18.

¹²⁰ <https://secure.utah.gov/notary/search.html>, search for “Lisa Revels” conducted on December 26, 2019.

¹²¹ Olsen Deposition at 60:23-60:25.

¹²² Glenda Johnson Testimony, January 23, 2020, Tr. Vol. II at 157:13-157:24.

¹²³ Second Contempt Order, [Docket No. 947](#), filed July 6, 2020 at 22; *Memorandum Decision and Order Invalidating Liens and Directing the Receiver to Conduct Additional Investigation*, [Docket No. 984](#), filed August 6, 2020 at 10.

¹²⁴ *See* Olsen Deposition at 63:10-64:8; 68:3-68:7.

Assignment Agreement—which she only possesses.

40. At the time Olsen signed the lien notice, Glenda Johnson showed him copies of documents that purported to be contracts with her and assignments of intellectual property to her—items that were to be assigned to Anstram—but Olsen did not receive copies.¹²⁵ Because the Receiver does not know what documents Glenda Johnson showed Olsen at this meeting, the Receiver does not know whether Glenda Johnson has delivered to the Receiver the documents shown to Olsen when the lien notice was signed.

41. The Millard County Lien included language explaining the reasons Glenda Johnson and Anstram asserted that the lien was necessary:

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.¹²⁶

42. Olsen's understanding was that Glenda Johnson had not been paid for work she supposedly was owed for construction of solar towers and the lien filing was "necessary to secure those amounts that were still owing."¹²⁷ When he signed the liens on December 18, 2019, Olsen expected that Glenda Johnson would attach, as exhibits to the liens, information about only those properties where towers were constructed or work had been performed.¹²⁸

43. When pressed, Olsen acknowledged that the lien was for 15 different property parcels in Millard County and that he did not have any reason to think that towers were constructed on all those parcels.¹²⁹

¹²⁵ *Id.* at 72:24-73:13.

¹²⁶ Receiver Exhibit 2160, cited in the Second Contempt Order, [Docket No. 947](#) at 21.

¹²⁷ Olsen Deposition at 68:8-68:15.

¹²⁸ *Id.* at 70:6-71:17; 72:13-72:15.

¹²⁹ *Id.* at 68:16-69:23.

44. Glenda Johnson testified differently about the purpose of the liens. She asserted that the \$30 million worth of work claimed in the Millard County Lien was for work Anstram Energy would provide in the future; it was not based on work Glenda Johnson had performed in the past.¹³⁰ The Court found: “There are no invoices for work performed or product to be delivered.”¹³¹

45. Olsen agreed that Anstram would have no rights to assert liens against any properties that did not have towers constructed on the properties¹³² and that for properties where no work was performed by “Glenda’s entities,” there should have been no liens.¹³³ He denies an intent to interfere with the Receiver’s work, claiming he thought the amounts owing to Glenda Johnson were outside of the Receivership¹³⁴ but admitted performing no research to determine whether the liens would violated the CRO because he believed Glenda Johnson’s Assignment Agreement predated the Receivership.¹³⁵ Olsen claimed he did not know that assets held in the name of Glenda Johnson were part of the asset freeze and that the CRO prohibited others from interfering with the Receiver’s efforts to take control of properties identified in the CRO.¹³⁶ He admits that by signing the lien notice under oath, he was affirming that all the properties identified in the exhibits were properly the subject of liens.¹³⁷

46. 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

¹³⁰ *Civil Contempt Order re: Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson*, [Docket No. 947](#), filed July 6, 2020 (“Second Contempt Order”) at 22.

¹³¹ *Id.* (footnote omitted).

¹³² Olsen Deposition at 69:24-70:2.

¹³³ *Id.* at 70:21-71:7.

¹³⁴ *Id.* at 73:17-73:22.

¹³⁵ *Id.* at 73:23-74:12.

¹³⁶ *Id.* at 74:13-75:12.

¹³⁷ *Id.* at 75:17-76:5. As an attorney, Olsen should have been aware that signing a lien notice, under oath, with a reference to attached exhibits, was a verification of the accuracy of the claims relating to the exhibits referenced in the lien notice.

(“Utah County Lien”).¹³⁸ 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.¹³⁹

47. Olsen admitted signing the lien.¹⁴⁰ 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.”¹⁴¹ When he came to learn (during the 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.¹⁴² He believed the exhibit identifying the property to be liened was not attached to the notice of lien when he signed it.¹⁴³ He admitted that if there was no development of solar towers on the Payson property, the lien was improper.¹⁴⁴

48. On January 14, 2020, Glenda Johnson filed a \$10 million notice of lien in Howard County, Texas (“Texas Lien”) on property previously owned by the N.P. Johnson Family Limited Partnership (“NPJFLP”).¹⁴⁵ 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.¹⁴⁶

49. When Olsen signed the notice of lien, he only saw the first two pages; he did not

¹³⁸ See [Second Contempt Order](#) at 22.

¹³⁹ Receiver Exhibit 2170. *See id.* at n. 99.

¹⁴⁰ Olsen Deposition at 77:4-77:12.

¹⁴¹ *Id.* at 77:13-77:16.

¹⁴² *Id.* at 77:17-78:2.

¹⁴³ *Id.* at 78:8-78:17.

¹⁴⁴ *Id.* at 78:18-79:2.

¹⁴⁵ See [Second Contempt Order](#) at 22.

¹⁴⁶ Receiver Exhibit 2171. *See id.* at n. 99.

see the three-page exhibit that described the property.¹⁴⁷ This lien notice was signed at the offices of Nelson Snuffer on January 9, 2020.¹⁴⁸ Glenda Johnson and Neldon Johnson were present when he signed it.¹⁴⁹ Olsen has never been to the Texas property but signed the notice of lien because Glenda Johnson told him work had been performed constructing towers on the property.¹⁵⁰ Olsen testified that Glenda Johnson had told him that she or her company had performed work erecting solar towers at the site¹⁵¹ and that the work performed at the site was worth more than \$10 million.¹⁵² Olsen expressed a belief that the work supposedly performed on the Texas property was referenced in documents Glenda Johnson showed him, but did not give him.¹⁵³ He agreed that if no work had been performed constructing solar towers on the Texas property, the lien was improperly filed.¹⁵⁴

50. Olsen believed the Texas property was owned by IAS.¹⁵⁵ He had never heard of the NPJFLP and did not know what ownership interest Glenda Johnson had in the Texas property.¹⁵⁶

51. The lien on the Texas Property was recorded by Glenda Johnson after the Texas Property became exclusive property of the Receivership Estate, making the lien filing a violation of the CRO and the Affiliates Order.¹⁵⁷

52. The Court subsequently ruled that the filing of the Millard County, Utah County, and Texas liens “violates the Asset Freeze, the CRO, and the Affiliates Order. [Glenda Johnson]

¹⁴⁷ Olsen Deposition at 79:3-79:13.

¹⁴⁸ *Id.* at 82:13-83:3.

¹⁴⁹ *Id.* at 83:4-83:8.

¹⁵⁰ *Id.* at 79:14-80:12.

¹⁵¹ *Id.* at 81:2-81:7.

¹⁵² *Id.* at 81:8-81:20.

¹⁵³ *Id.* at 81:21-81:23.

¹⁵⁴ *Id.* at 80:13-80:15.

¹⁵⁵ *Id.* at 80:16-80:19.

¹⁵⁶ *Id.* at 80:20-81:1.

¹⁵⁷ The Affiliates Order, which added NPJFLP to the Receivership, was entered on May 3, 2019. [Docket No. 636](#).

intended to interfere with the Receivership through unilateral action rather than through allowable legal processes.”¹⁵⁸

E. Glenda Johnson Filed Lawsuit Against Wings West

53. On February 10, 2020, Glenda Johnson filed a lawsuit against Wings West LC, the buyer of the Tower Site Property.¹⁵⁹ The lawsuit sought \$9 million for labor and materials that Glenda Johnson said was “provided to or at the request of INTERNATIONAL AUTOMATED SYSTEMS, INC.”¹⁶⁰ The complaint reiterated that labor and materials were provided between January 2004 and August 14, 2019 and included a copy of the lien she initially filed against the Tower Site on August 15, 2019.¹⁶¹

54. On March 20, 2020, the Receiver filed an *Affidavit of Non-Compliance* against Glenda Johnson, seeking an order requiring dismissal of the Wings West Lawsuit and two of the liens.¹⁶² Glenda Johnson filed no response or opposition to the Receiver’s Affidavit of Non-Compliance and did not request a hearing.¹⁶³ The Receiver filed a request to submit.¹⁶⁴ The Court issued its *Order Re: Affidavit of Non-Compliance Against Glenda Johnson*, requiring Glenda Johnson to dismiss the Wings West Lawsuit and the three liens.¹⁶⁵ She also was “prohibited from asserting any lien against or initiating any litigation in any form relating to any real property identified in the Corrected Receivership Order without prior approval of the Court

¹⁵⁸ [Second Contempt Order](#) at 23.

¹⁵⁹ *Johnson v. Wings West*, Case No. 200700008, Utah Fourth District Court, *Complaint*, filed February 10, 2020 (“[Wings West Lawsuit](#)”). Hamblin disclosed to the Receiver a desire to purchase the Tower Site from Wings West. Hamblin Deposition at 146:1-146:24.

¹⁶⁰ Wings West Lawsuit, *Complaint* at 2.

¹⁶¹ *Id.*

¹⁶² [Docket No. 888](#), filed March 20, 2020.

¹⁶³ The Receiver asserted that no response or opposition was permitted under the CRO. *See Request to Submit for Decision*, [Docket No. 919](#), filed April 29, 2020 at 3.

¹⁶⁴ *Id.*

¹⁶⁵ [Docket No. 920](#), filed May 5, 2020.

or the Receiver.¹⁶⁶

55. Glenda Johnson dismissed her lawsuit against Wings West on May 5, 2020—the same day as the order. Even though she dismissed her claims, the litigation continued on the counterclaim asserted by Wings West. She also filed a third-party complaint against Thomas Mancini, the expert witness for the United States in its enforcement action.¹⁶⁷ Glenda Johnson’s answer and third party complaint sought to have the Fourth District Court in Millard County declare that the U.S. District Court had no subject matter jurisdiction over Glenda Johnson’s property, that this Court’s order that she dismiss the Wings West Lawsuit was void, and that her lawsuit against Wings West could proceed.¹⁶⁸ She asked the Fourth District Court “to set aside the decision in Civil No. 2:15-cv-00828-DN and enjoin any further proceedings in that case until this matter is fully resolved.”¹⁶⁹

56. On August 20, 2020, the Fourth District Court for Millard County granted Wings West’s motion for summary judgment.¹⁷⁰ The Fourth District Court found “the mechanic’s lien was a wrongful lien filing and prohibited by Utah law and by Federal court order.”¹⁷¹ The court invoked the civil penalty provisions of Utah Code Ann. § 38-1a-308 and awarded Wings West damages of \$18 million against Glenda Johnson.¹⁷²

57. On September 16, 2020—almost a month after summary judgment was granted—

¹⁶⁶ *Id.* at 6.

¹⁶⁷ *Wings West Lawsuit, Answer to Counterclaim and Third Party Complaint*, filed May 29, 2020. A copy is attached hereto as Exhibit C.

¹⁶⁸ *Id.* at 1. She asserted that the Court’s May 5, 2020 order was unconstitutional and obtained by “fraud on the court.” *Id.*

¹⁶⁹ *Id.* at 5, 7-8. In the Wings West Lawsuit, Glenda Johnson averred that if this Court attempted to establish subject matter jurisdiction, the Court would become an advocate for one side, lose its impartiality, and deny due process to Glenda Johnson. *Id.* at 6. She also argued that once the Receivership Defendants filed their appeal, the District Court lost all jurisdiction to issue any rulings in the case. *Id.* at 6-7.

¹⁷⁰ *Id.*, *Amended Order Regarding Defendant’s Motion for Summary Judgment and Motion to Strike*, filed August 20, 2020.

¹⁷¹ *Id.* at 2.

¹⁷² *Id.* The court also awarded \$6,000 in attorney’s fees to Wings West in a separate order issued September 10, 2020.

Glenda Johnson filed an opposition to Wings West’s summary judgment motion (“SJ Opposition”).¹⁷³ In the SJ Opposition, Glenda Johnson made numerous false statements to the Fourth District Court regarding effects of orders issued by this Court, including:

- a. “LaGrand Johnson and Randy Johnson [have] two thirds ownership and combined control over the property and contracts” of Solstice.¹⁷⁴
- b. “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 Johnson’s two thirds ownerships combine ownership.”¹⁷⁵
- c. “A lease was granted in 2011 to XSun. No notice of deficiency has been given by IAS to XSun. Therefore, according to the lease agreement, [the lease] is still in effect.”¹⁷⁶
- d. “I [Glenda Johnson] still legally have access to the [Tower Site] property. This gives me the right to continue my contract and work.”¹⁷⁷
- e. “As of February 29, 2020, the two controlling partners dissolved XSun and this gave direct control over the lease to Randy Johnson and Lagrand [sic] Johnson.”¹⁷⁸
- f. “The mechanics lien travels with the land.”¹⁷⁹

¹⁷³ *Wings West Lawsuit, Opposition to Plaintiff’s Motion for Summary Judgment*, September 16, 2020. A copy is attached hereto as Exhibit D.

¹⁷⁴ *Id.* at 2. This is at odds with Glenda Johnson’s statement elsewhere in the SJ Opposition that Solstice had been voluntarily dissolved in July 2018 and ignores that at the time the SJ Opposition was filed, Solstice and all of its “properties and contracts” were Receivership property.

¹⁷⁵ *Id.* In fact, in September 2020 XSun was under the exclusive control of the Receiver and none of the Johnsons had any ownership of XSun.

¹⁷⁶ *Id.* Because IAS and XSun were both in the Receivership Estate at the time the SJ Opposition was filed, the effects of the leases between the entities were under the exclusive control of the Receiver.

¹⁷⁷ *Id.* The reality is that as of October 31, 2018 the CRO prohibited Glenda Johnson from accessing the Tower Site and doing any work on Receivership Property.

¹⁷⁸ *Id.* Contrary to her statement, the CRO and Affiliates Order removed any authority of Randale and LaGrand Johnson to take any action regarding XSun and prohibited anyone other than the Receiver from dissolving XSun.

¹⁷⁹ *Id.* at 3. This is at odds with the August 2019 lien having expired and the Court order approving the sale of the

g. “[W]hen my property is attacked, I have the right to defend myself using these laws and procedures. . . . [T]his gives the right to file a mechanics lien.”¹⁸⁰

h. “I am entitled to a collateral attack on [the federal] cases. I brought a challenge to the [federal] case and have a pending Rule 60b Motion, [and] a Petition for Rehearing in the 10th Circuit Court”¹⁸¹

58. Also on September 16, 2020, Glenda Johnson filed a notice of appeal of the state court judgment against her. This violates the Court’s May 5, 2020 order that “Glenda Johnson is prohibited from asserting any lien against or initiating any litigation in any form relating to any real property identified in the Corrected Receivership Order without prior approval of the Court or express written permission of the Receiver.”¹⁸² The Court issued no order authorizing the filing of the appeal and the Receiver gave no written permission for this form of continued litigation.

F. February 25, 2020 Hearing on Second Motion for Contempt

59. On August 21, 2019, the United States filed a motion for additional contempt sanctions.¹⁸³

60. At an evidentiary hearing (in January 2020) pursuant to the United States’ second contempt motion, Glenda Johnson testified regarding her role in creating and recording the

Tower Site having ordered that any liens on the property attached only to the proceeds of the sale.

¹⁸⁰ *Id.* This statement ignores the facts that Glenda Johnson was never an owner of the Tower Site and that the Texas Property was titled in the name of IAS.

¹⁸¹ *Id.* In reality, Glenda Johnson was not a Receivership Defendant. She did not bring a challenge to this case. She did not have a Rule 60b motion pending (although Neldon Johnson did) and the Receivership Defendants’ petition for rehearing in the Tenth Circuit had been denied two months earlier on July 17, 2020. Glenda Johnson has, however, initiated an action in this District that seeks an outcome similar to a Rule 60b motion. *Glenda Johnson v. IRS*, 2:20-cv-00090-HCN (D. Utah).

¹⁸² [Docket No. 920](#) at 6 (Order, ¶ 3).

¹⁸³ [Docket No 754](#), filed August 21, 2019.

Millard County Lien.¹⁸⁴ She testified that “the property was all mine.”¹⁸⁵

61. She claimed ignorance about when Anstram was formed and who its owners were.¹⁸⁶ She did not know if Anstram owned any lenses.¹⁸⁷ She had seen no financial statements for Anstram, did not know what assets it owned, and did not know how many employees the company had.¹⁸⁸

62. While she indicated an expectation to receive \$30 million in “energy product” from Anstram, she “[doesn’t] know exactly what they do. It’s just that I know that I will be getting some stuff that could be for lenses to do some kind of - - what do they call that? PVC – I think its PVC. Anyway, it’s just so new, I’m not totally completely understanding everything.”¹⁸⁹

63. Glenda Johnson’s courtroom testimony is at odds with Olsen’s deposition testimony that Glenda Johnson was the sole employee of Anstram, the source of technology that Anstram owned, and the person Anstram would rely on to develop the solar technology.¹⁹⁰

64. In court, Glenda Johnson explained that she wanted to transfer her property to Olsen because “I have got to protect this property so that we can put up energy products.”¹⁹¹ She affirmed that the \$30 million face value of the Millard County Lien was for work that had not yet been performed.¹⁹²

65. In its order finding contempt, the Court found that the Millard County properties

¹⁸⁴ January 23, 2020, Tr. Volume II, 155:20-154:1.

¹⁸⁵ *Id.* at 156:9-156:11.

¹⁸⁶ *Id.* at 157:3-157:8.

¹⁸⁷ *Id.* at 161:15-161:19.

¹⁸⁸ *Id.* at 161:20-162:1.

¹⁸⁹ *Id.* at 158:22-159:23.

¹⁹⁰ In court, Glenda Johnson claimed to be uncertain about who at Anstram had told her she would be getting “energy product” when those discussions were held, and what type of energy product she would receive. *Id.* at 160:20-161:17.

¹⁹¹ *Id.* at 163:12-163:14.

¹⁹² *Id.* at 164:12-165:1.

were “subject to the asset freeze under the CRO” and that her purpose in filing the Millard County Lien “was to hinder the Receivership.”¹⁹³

66. The Second Contempt Order also noted that Glenda Johnson had filed the Utah County Lien and the Texas Lien, finding that the filing of “these liens violates the Asset Freeze, the CRO, and the Affiliates Order” and that “[s]he intended to interfere with the Receivership through unilateral action rather than through allowable legal processes.”¹⁹⁴

G. Forced Transfer of Anstram Energy

67. On February 29, 2020—four days after the hearing on contempt—Glenda Johnson directed Olsen to relinquish control over Anstram.

68. Olsen testified that in February 2020, Glenda Johnson contacted Olsen, wanting to meet with him. Glenda and Neldon Johnson went to Olsen’s home, asking him to transfer Anstram to someone else they had picked to own the company.¹⁹⁵ Olsen was shocked.¹⁹⁶ When the Receiver asked why he was willing to give up control over a company when he expected to receive tens of millions of dollars in benefits from the company, Olsen testified that Anstram could not succeed without cooperation from Glenda and Neldon Johnson, meaning he would not receive the expected profits without their assistance.¹⁹⁷ At that meeting, Olsen understood that the technology could not be developed without their assistance and if he refused the transfer, the company would have no value; he felt powerless to refuse.¹⁹⁸ Olsen said there had been nothing from his Tax Court trial that had made him think that Anstram’s rights were worthless or that made him want to give up ownership of Anstram.¹⁹⁹

¹⁹³ Second Contempt Order, [Docket No. 947](#), filed July 6, 2020 at 21 (footnote omitted).

¹⁹⁴ *Id.* at 22-23.

¹⁹⁵ Olsen Deposition at 84:7-84:14.

¹⁹⁶ *Id.*

¹⁹⁷ *Id.* at 84:15-85:1.

¹⁹⁸ *Id.* at 85:2-85:13.

¹⁹⁹ *Id.* at 85:17-86:1.

69. At that time, neither Glenda Johnson nor Neldon Johnson informed Olsen that they had been held in contempt of court four days earlier.²⁰⁰

70. Under pressure, Olsen agreed to relinquish his control over Anstram; at that meeting at Olsen's home, Olsen prepared and signed a document entitled "Transfer of Membership Interests."²⁰¹ The Transfer of Membership Interests had not been prepared in advance.²⁰² Olsen had not had any discussions with Hamblin before this time about the sale of Anstram to Hamblin.²⁰³

71. At the time he prepared the document, Olsen knew that Hamblin would be the new owner of Anstram.²⁰⁴ The Transfer of Membership Interests, however, did not identify the new owner of Anstram. Blank spaces were left in the document where the buyer's name could be inserted.²⁰⁵ Glenda Johnson's signature, as a witness, was affixed to the document at Olsen's home.²⁰⁶

72. Hamblin came to Glenda Johnson's home in Payson, Utah later the same day.²⁰⁷ At that time, Hamblin inserted his name as the buyer of Anstram Energy²⁰⁸ and signed the Transfer of Membership Interests.²⁰⁹ He had not seen the document before signing it.²¹⁰ At the time, Hamblin also was not aware that the Court had found Glenda Johnson in contempt four days earlier; in his meeting with Glenda Johnson, the contempt hearing and ruling were not

²⁰⁰ *Id.* at 99:19-99:22.

²⁰¹ *Id.* See also [Impossibility Declaration](#) ¶ 3(k). The document itself is Receiver Exhibit 2177 and in evidence as [Docket No. 937-2](#).

²⁰² Olsen Deposition at 89:2-89:15.

²⁰³ *Id.* at 89:16-89:19.

²⁰⁴ *Id.* at 89:20-90:8.

²⁰⁵ Docket No. 937-1; Olsen Deposition at 89:20-90:8.

²⁰⁶ *Id.* at 90:9-90:12.

²⁰⁷ Hamblin Deposition at 87:25-88:5.

²⁰⁸ *Id.* at 88:6-88:8.

²⁰⁹ Declaration of Glenda Johnson, [Docket No. 937](#), ¶ 3(l); Hamblin Deposition at 88:9-88:11.

²¹⁰ Hamblin Deposition at 89:1-89:4.

discussed.²¹¹

73. Initially, Hamblin recalled that he personally handed Olsen the \$10.00 in consideration described in the Transfer of Membership Interests and agreed to pay \$2,700.00 in corporate renewal fees that Anstram owed to Nevis authorities.²¹² Later in his deposition, Hamblin stated that Olsen was not present when he (Hamblin) signed the Transfer of Membership Interests and that the document was signed when Hamblin had met with Glenda Johnson at her home.²¹³

74. Olsen testified he received no consideration from Hamblin for the transfer of Anstram (other than the \$10.00)²¹⁴ and agreed that it made no economic sense for him to sell a company that expected to earn tens of millions of dollars for zero consideration.²¹⁵ He received no payments from Glenda Johnson.²¹⁶

75. Olsen said he had no communications with Hamblin regarding the transfer.²¹⁷ Olsen did not meet with Hamblin or tell Hamblin about the underlying agreement to give \$50 million worth of projects to Glenda Johnson, about Glenda Johnson's employment agreement, or about the liens.²¹⁸ Olsen testified that any information Hamblin had regarding Anstram would have come from Glenda Johnson, not Olsen.²¹⁹

76. Olsen did not notify corporate authorities in Nevis or Anstram's registered agent that he no longer owned Anstram.²²⁰ Olsen said Hamblin would have known how to contact

²¹¹ *Id.* at 91:8-91:21.

²¹² *Id.* at 86:11-86:18; 87:12-87:21; 163:16-163:21.

²¹³ *Id.* at 88:12-90:13.

²¹⁴ Olsen Deposition at 86:2-86:4. Later in his deposition, Olsen said Hamblin may have given him (Olsen) \$10 when they met at Nelson Snuffer in June 2020. *Id.* at 90:18-91:12.

²¹⁵ *Id.* at 86:5-86:13.

²¹⁶ *Id.* at 90:13-90:17.

²¹⁷ *Id.* at 18:22-19:6.

²¹⁸ *Id.* at 83:13-84:6; 92:3-92:11.

²¹⁹ *Id.* at 92:3-92:15.

²²⁰ *Id.* at 100:16-101:3.

Nevis authorities or the registered agent only if Glenda provided that information to Hamblin.²²¹

Upon taking control of Anstram, Hamblin did not provide any notice to Anstram's registered agent in Nevis or to Nevis regulatory authorities; he believed Olsen would provide that notice when Olsen paid the corporate renewal fees.²²² Olsen testified that six months later, in August 2020, he told Hamblin that he (Olsen) had received information regarding the renewal of Anstram's corporate status and had forwarded that information to Glenda Johnson to send to Hamblin.²²³

77. After Hamblin took control of Anstram, Anstram conducted no additional business, signed no contracts other than the Transfer of Membership Interests,²²⁴ purchased no equipment, obtained no office space, and performed no solar technology work.²²⁵ He believes Anstram has patents and licensing rights to the solar technology, but is not aware of any documents granting that technology to Anstram.²²⁶

78. At the time of his deposition, Hamblin testified he was not aware that Glenda Johnson had filed the Millard County Lien in December 2019.²²⁷ He had not seen a copy of the Millard County Lien before his deposition.²²⁸ Hamblin believes that either Neldon Johnson or Glenda Johnson told him that Glenda Johnson was the owner of the original Tower Site

²²¹ *Id.* at 101:4-101:7.

²²² Hamblin Deposition at 90:14-91:1.

²²³ Olsen Deposition at 19:7-19:23; 101:11-101:21. Olsen explained that he sent the renewal information to Glenda Johnson because he did not have the email address for Hamblin. Hamblin indicated he had received the information. *Id.*

²²⁴ Hamblin Deposition at 91:22-92:5. Hamblin stated he believed another document relating to Anstram was signed after this date, at the offices of Nelson Snuffer, but he did not have a copy. *Id.* at 92:6-92:21.

²²⁵ *Id.* at 92:22-93:8.

²²⁶ *Id.* at 93:9-95:6. Hamblin's belief that Anstram owned technology rights came from either Neldon Johnson or Olsen. *Id.* Later, Hamblin stated he believed his technology rights derived from his part ownership of the NPJFLP and that any technology rights belonged to the NPJFLP, not to Hamblin individually. Nevertheless, he believes Anstram owns rights to the solar technology. *Id.* at 95:2-98:16.

²²⁷ *Id.* at 27:17-28:20.

²²⁸ *Id.* at 29:12-29:14.

property.²²⁹

79. Glenda Johnson testified that shortly after Preston Olsen's U.S. Tax Court trial in January 2020,²³⁰ Hamblin expressed to her an interest in acquiring "rights, title and interest in my assets" held by Anstram Energy.²³¹ Hamblin's testimony, however, was to the contrary. When asked "Shortly after Olsen's tax court trial, did you express an interest to Glenda Johnson in buying the Anstram Liens?", Hamblin responded "No."²³²

80. Hamblin said he received information about the Olsen Tax Court trial from either Neldon or Glenda Johnson, who told Hamblin the trial was going well.²³³ Shortly after the conclusion of the Tax Court trial, Glenda Johnson told Hamblin that Olsen was interested in selling his rights to the property liens.²³⁴

81. Hamblin's testimony is that he first heard about Anstram from Neldon Johnson and that Neldon Johnson told Hamblin that he (Neldon Johnson) had put assets into Anstram.²³⁵

82. The testimony about events leading up to Hamblin acquiring Anstram is inconsistent. Glenda Johnson said she suggested that Hamblin contact Olsen about acquiring Anstram.²³⁶ Hamblin testified that he never called Olsen, but he believes Olsen called him (Hamblin) to discuss the transfer of Anstram²³⁷ and that they would meet at Nelson Snuffer to sign the transfer documents.²³⁸ Olsen disputed Glenda Johnson's declaration testimony that Hamblin contacted him (Olsen) with an interest in buying Anstram, saying Hamblin never

²²⁹ *Id.* at 80:3-80:20. The Tower Site was actually titled in the name of IAS.

²³⁰ U.S. Tax Court Docket No. 26469-14 and 21247-16.

²³¹ [Impossibility Declaration](#) ¶ 3(i).

²³² Hamblin Deposition at 73:22-73:25. Hamblin appeared to give a different answer at 83:25-84:9, indicating that when he learned that Olsen already had liens on the properties, he (Hamblin) wanted them.

²³³ *Id.* at 77:1-78:3.

²³⁴ *Id.* at 78:4-78:20.

²³⁵ *Id.* at 38:20-39:21.

²³⁶ [Impossibility Declaration](#), ¶ 3(j).

²³⁷ Hamblin Deposition at 33:19-34:14; 84:20-85:7.

²³⁸ *Id.* at 86:6-86:18; *see* 29:20-30:3.

contacted him.²³⁹ Olsen testified that he never talked with Hamblin regarding the transfer of Anstram, saying the first time he spoke with Hamblin other than at tours and seminars (held several years previously) was in June 2020 when Olsen and Hamblin were at Nelson Snuffer to sign declarations at the request of Glenda Johnson.²⁴⁰

83. Olsen's testimony was corroborated by Hamblin who said he has had no other dealings with Olsen other than buying Anstram.²⁴¹

84. Olsen never gave copies of Anstram's corporate documents to Hamblin.²⁴²

85. Hamblin did not know the form of Anstram's corporate structure and he has never been to Nevis.²⁴³ He never received a copy of Anstram's articles of Organization prior to his deposition.²⁴⁴ He does not know why Anstram was created as a Nevis company.²⁴⁵ Hamblin believes the only financial asset Anstram had, other than the assigned liens, was \$2,875 that he paid to renew its annual company registration.²⁴⁶ Anstram has no bank account, no employees other than Hamblin, and no prior experience in the energy industry.²⁴⁷

86. Neither newly-formed Anstram Energy nor Hamblin have any apparent ability to "continue to develop this technology."²⁴⁸

87. Neldon Johnson led Hamblin to believe that Anstram would own technology and real property of Neldon Johnson because those assets were owned by Glenda Johnson and were

²³⁹ Olsen Deposition at 88:9-88:11.

²⁴⁰ *Id.* at 18:22-19:6; 88:12-89:1.

²⁴¹ Hamblin Deposition at 163:13-163:15.

²⁴² *Id.* at 26:5-26:7.

²⁴³ Hamblin Deposition at 47:3-47:15.

²⁴⁴ *Id.* at 54:10-54:17.

²⁴⁵ *Id.* at 54:18-54:20.

²⁴⁶ *Id.* at 55:17-57:4.

²⁴⁷ *Id.* at 57:5-58:15.

²⁴⁸ *Olsen v. Commissioner of Internal Revenue*, Docket No's 26469-14 & 21247-16, Tr. 308:11-308:12, Jan. 22, 2020 (U.S. Tax Court).

not affected by the CRO.²⁴⁹ Glenda Johnson told Hamblin that she owned all the assets and could transfer them to Hamblin.²⁵⁰

88. At the time of his deposition, Hamblin did not know what contract rights Glenda Johnson had in the properties or where she got rights to the properties. He had not seen any documents or agreements that gave Glenda Johnson rights to the properties.²⁵¹ He believes Anstram owes no obligation to Glenda Johnson in exchange for the \$30 million worth of liens she assigned to Anstram.²⁵²

89. Because the Millard County Lien was granted to Anstram, Hamblin believes it is an asset of Anstram.²⁵³ At the time of his deposition, Hamblin said the only liens he knew that were owned by Anstram were the Millard County Lien and a lien on the Tower Site.²⁵⁴ Despite believing that Anstram owned liens on properties in Millard County, Hamblin had never seen the Millard County Lien before his deposition; he was not present at Nelson Snuffer when Olsen signed the lien.²⁵⁵

90. Before his deposition, Hamblin was not aware that Anstram was granted a lien on the Payson home that was titled in Glenda Johnson's name.²⁵⁶ He does not know if Anstram gave anything to Glenda Johnson in exchange for the lien on the Payson home.²⁵⁷

91. Before his deposition, Hamblin was not aware that Anstram had recorded the Texas Lien on property titled in the name of the NPJFLP and had never seen a copy of the lien filing.²⁵⁸

²⁴⁹ Hamblin Deposition at 40:13-41:6; 42:9-43:6.

²⁵⁰ *Id.* at 43:7-43:12. Hamblin was a real estate agent and had previously assisted in the transfer of properties into Glenda Johnson's name. *Id.* at 43:24-44:9.

²⁵¹ *Id.* at 47:19-48:8; 59:11-59:22.

²⁵² *Id.* at 62:4-67:4.

²⁵³ *Id.* at 29:9-29:11.

²⁵⁴ *Id.* at 54:21-55:16.

²⁵⁵ *Id.* at 67:10-67:19.

²⁵⁶ *Id.* at 67:20-68:25. This was marked as Receiver Exhibit 2170.

²⁵⁷ Hamblin Deposition at 69:6-69:9.

²⁵⁸ *Id.* at 69:23-71:11. This was marked as Receiver Exhibit 2171.

He does not know if Anstram gave anything to Glenda Johnson in exchange for her assigning the Texas Lien to Anstram.²⁵⁹ He did know that NPJFLP was the title owner of the Texas property and that the assets of NPJFLP were put into the Receivership Estate in May 2019.²⁶⁰

H. Glenda Johnson's May 14, 2020 Declaration

92. In response to the Court's May 5, 2020 Lien Release Order, Glenda Johnson filed a declaration claiming she was unable to release the liens.²⁶¹

93. Glenda Johnson's May 14, 2020 declaration testimony that she reached out to Olsen on May 5, 2020 to ask him to have Anstram release the property liens²⁶² was made in her full knowledge that Hamblin had been the sole owner of Anstram since February 29, 2020.²⁶³ Notably, Olsen has no recollection of Glenda Johnson attempting to contact him on May 5, 2020.²⁶⁴

94. Glenda Johnson's declaration that she "knew that Preston Olsen was *planning* to sell his interest in Anstram Energy, LLC. [sic] to Roger Hamblin,"²⁶⁵ was made when she knew that Anstram had been sold to Hamblin more than two months before that time—and in a transfer she engineered.²⁶⁶ Indeed, she was present when the transfer agreement was executed on February 29, 2020 and even signed the agreement as a witness.²⁶⁷

95. Olsen affirmed that on May 14, 2020, Glenda Johnson knew Anstram had been transferred to Hamblin and that Olsen could not have released the liens.²⁶⁸ Glenda Johnson never

²⁵⁹ Hamblin Deposition at 71:15-71:18.

²⁶⁰ *Id.* at 72:1-72:25.

²⁶¹ Docket No. 925, filed May 14, 2020.

²⁶² *Id.* at ¶¶ 2 (e, f).

²⁶³ Hamblin Deposition at 107:2-107:11.

²⁶⁴ Olsen Deposition at 92:21-93:11.

²⁶⁵ [Docket No. 925](#) at ¶ 2 (g) (emphasis added).

²⁶⁶ Hamblin Deposition at 107:2-108:9.

²⁶⁷ [Docket No. 937-1](#), filed June 10, 2020.

²⁶⁸ Olsen Deposition at 93:12-93:17.

requested any help from Olsen in getting the Anstram liens released.²⁶⁹

I. Hamblin and Olsen Declarations in Support of Glenda Johnson

96. At the request of Nelson Snuffer, Olsen signed a declaration on June 9, 2020 in support of Glenda Johnson's claim of impossibility in releasing the Anstram liens.²⁷⁰ Olsen did not prepare the declaration and did not see a draft of the declaration in advance of his going to Nelson Snuffer to sign the declaration. Changes he requested were made to the declaration before he signed it.²⁷¹

97. While at Nelson Snuffer to sign his declaration, Olsen also met with Neldon Johnson, Glenda Johnson, and Hamblin.²⁷² At that time, Neldon Johnson indicated to Olsen that Neldon Johnson was continuing work on a concentrated photovoltaic tank.²⁷³

98. Hamblin's June 9, 2020 declaration to the Court also was prepared by Nelson Snuffer; Hamblin talked with Steven Paul, an attorney at Nelson Snuffer who has represented the Johnsons in this litigation and others, in advance of signing the declaration but did not prepare the declaration, receive a draft of the declaration, or make any changes to the draft.²⁷⁴ He signed the declaration at the request of Nelson Snuffer; he does not remember any discussions with Glenda Johnson about preparing or signing a declaration.²⁷⁵

99. When Nelson Snuffer requested that Hamblin release the liens,²⁷⁶ he does not know if Nelson Snuffer made that request to him as his attorney or as Glenda's attorney.²⁷⁷

100. At the time Hamblin signed his June 9, 2020 declaration and affirmed Anstram's

²⁶⁹ *Id.* at 94:6-94:13.

²⁷⁰ [Docket No. 937-3](#), filed June 10, 2020.

²⁷¹ Olsen Deposition at 45:10-47:4.

²⁷² *Id.* at 47:5-48:5.

²⁷³ *Id.* at 48:1-48:22.

²⁷⁴ Hamblin Deposition at 74:1-75:19.

²⁷⁵ *Id.* at 76:10-76:115; 100:5-100:21.

²⁷⁶ Email from Steven Paul to Roger Hamblin, May 14, 2020 found at [Docket No. 925](#) at 4.

²⁷⁷ Hamblin Deposition at 109:15-109:24.

refusal to release the property liens, he was not aware that the Court had previously ruled that Glenda Johnson had violated the CRO by filing the Tower Property Lien.²⁷⁸

101. Hamblin was not aware, when he signed his declaration, that on June 4, 2020 the Court had ordered²⁷⁹ Glenda Johnson to provide information to the Court about her inability to release the liens.²⁸⁰ He was not aware his declaration was going to be filed with the Court.²⁸¹

J. Hamblin's Friendly Lawsuit Against Glenda Johnson

102. On June 8, 2020—four days after the Court ordered Glenda Johnson to demonstrate her inability to release the property liens—Roger Hamblin filed a lawsuit against Glenda Johnson, seeking to foreclose on the liens she had granted to Anstram Energy (“Hamblin Lawsuit”).²⁸²

103. The Hamblin Lawsuit was filed in response to the Court's June 4 order²⁸³ requiring Glenda Johnson to demonstrate her inability to release the liens.²⁸⁴ Before he filed the Hamblin Lawsuit, Hamblin told Neldon Johnson that Hamblin intended to sue Glenda Johnson; he may have discussed his litigation plans with Nelson Snuffer in advance of filing the complaint.²⁸⁵ Hamblin hoped to get a jury to look at the solar lens project;²⁸⁶ he wanted to start a new lawsuit that would be heard by a different judge and explain to a jury why the solar technology worked.²⁸⁷ He felt a jury would not be tainted in evaluating the technology.²⁸⁸

²⁷⁸ *Id.* at 103:11-104:5.

²⁷⁹ [Docket No. 933](#), filed June 4, 2020.

²⁸⁰ Hamblin Deposition at 112:13-112:17. This statement is at odds with Hamblin's acknowledgement that he did receive an email from Nelson Snuffer on May 14, 2020 telling Hamblin that the court had determined the liens were not authorized. Hamblin explained the inconsistency by saying he had not internalized the information in the email that the Court had determined the lien filings were not authorized. *Id.* at 112:18-114:24.

²⁸¹ *Id.* at 115:5-115:9.

²⁸² *Hamblin v. Johnson*, Case No. 200600286 (Utah Fifth District Court for Washington County).

²⁸³ Docket No. 933.

²⁸⁴ Hamblin Deposition at 116:4-116:17.

²⁸⁵ *Id.* at 111:18-119:21.

²⁸⁶ *Id.* at 115:20-116:1.

²⁸⁷ *Id.* at 117:1-117:20.

²⁸⁸ *Id.* at 119:12-119:17.

Regarding the lawsuit, Hamblin stated that 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.”²⁸⁹

104. Glenda Johnson’s June 10, 2020 Impossibility Declaration claimed she had done her best to persuade Anstram to release the liens, but made no mention of the Hamblin Lawsuit filed against her two days earlier.²⁹⁰ Hamblin’s June 9, 2020 declaration²⁹¹ made no mention of the lawsuit he had filed against Glenda Johnson the prior day.²⁹²

105. There is uncertainty about who drafted the complaint in the Hamblin Lawsuit. Despite repeated questions regarding who drafted the complaint, Hamblin would not give a definite answer and instead provided only evasive responses.²⁹³

106. The complaint is three pages long, followed by 29 pages of exhibits. Hamblin only remembers signing and filing the three-page complaint; he does not remember the exhibits being part of the complaint that he signed.²⁹⁴ He could not answer who drafted the complaint, saying that it did not look like his printing.²⁹⁵ The top of the first page of the complaint lists Hamblin’s name and contact information. His name was originally spelled as “Hamblim,” but the last three letters were crossed out and the handwritten letters “l-i-n” were inserted above the typed name.²⁹⁶ Hamblin said that handwriting was not his.²⁹⁷ He does not remember seeing the

²⁸⁹ Hamblin Deposition at 117:15-20.

²⁹⁰ See [Impossibility Declaration](#).

²⁹¹ [Docket No. 937-2](#).

²⁹² Hamblin Deposition at 120:14-120:22.

²⁹³ *Id.* at 120:23-128:25.

²⁹⁴ *Id.* at 120:3-121:20.

²⁹⁵ *Id.* at 121:21-121:23. Later he said that the version from the court clerk’s files “looks like, a little bit different than what I did for some reason.” *Id.* at 124:21-124:25. There was an extended discussion of reasons Hamblin believed what was in the court file was not what he created. “[T]his was not how I filed it.” *Id.* at 125:1-129:12.

²⁹⁶ Hamblin Lawsuit, Complaint at 1.

²⁹⁷ Hamblin Deposition at 124:8-124:20.

penalty of perjury language in the document he signed and filed with the court.²⁹⁸

107. The complaint asserts that Hamblin provided labor and materials on properties in Millard County and Utah County.²⁹⁹ Hamblin said the labor and materials he provided on the Millard County properties consisted of visiting the solar sites every few weeks to see the progress and the money he put into the solar program.³⁰⁰

108. Hamblin provided no labor or materials for properties in Utah County.³⁰¹

109. He testified that he did not provide \$30 million in labor and materials as alleged in paragraph 3 of the Hamblin Lawsuit's complaint.³⁰² He provided no labor or materials after June 22, 2018 (the date of the Asset Freeze³⁰³), despite the complaint averring that Hamblin "furnished the last labor and/or materials on April 14, 2020."³⁰⁴ While the complaint alleges that labor and/or materials were requested by Glenda Johnson, Hamblin said Glenda never asked him to provide labor or materials on the Millard County properties or the Utah County properties.³⁰⁵

110. Hamblin admitted that the property liens had been assigned to Anstram Energy, not him, and that any lawsuit seeking to enforce the liens should have been filed by Anstram, not him.³⁰⁶

111. The complaint has a typed signature date of June 4, 2020, which was the same date as this Court's order requiring Glenda Johnson to demonstrate her inability to get the liens

²⁹⁸ *Id.* at 135:25-136:13.

²⁹⁹ Hamblin Lawsuit, Complaint at 1.

³⁰⁰ Hamblin Deposition at 129:25-130:15.

³⁰¹ *Id.* at 130:16-130:20.

³⁰² *Id.* at 130:21-131:7. He stated he felt the \$30 million was the value of the research and development paid for by investors. *Id.* at 131:8-131:14; 132:14-133:12.

³⁰³ [Docket No. 444](#), filed August 22, 2018.

³⁰⁴ Hamblin Deposition at 133:13-134:20.

³⁰⁵ *Id.* at 135:3-135-135:24. Again Hamblin indicated he was unsure that the filed complaint was the one he prepared: "I don't know that I said that." *Id.* at 136:19.

³⁰⁶ *Id.* at 131:15-132:13. Hamblin indicated he dismissed the lawsuit on August 31, 2020, the day before his deposition was taken, and intended to refile it under the name Anstram Energy. *Id.*

released.³⁰⁷ However, the complaint was not filed until June 8, 2020. The Receiver speculates that Glenda Johnson may have prepared the complaint, typed a June 4, 2020 signature date, and mailed (or emailed) the document to Hamblin for him to sign and file. Hamblin was unable to confirm or deny this speculation.³⁰⁸ Hamblin did, however, indicate that Glenda might have suggested that he sue her.³⁰⁹ Further, the formatting of Hamblin's complaint and Glenda Johnson's answer in the Hamblin Lawsuit are identical in unusual ways, suggesting that Hamblin's complaint and Glenda Johnson's answer were from the same template.³¹⁰

112. The day after the complaint was filed, Hamblin delivered a copy of the complaint to Steven Paul at Nelson Snuffer and to Glenda Johnson when Hamblin was at Nelson Snuffer's offices to sign his declaration in support of Glenda Johnson.³¹¹ Hamblin testified that Glenda Johnson had no reaction when he hand delivered the newly filed complaint to her.³¹² The certificate of service to the complaint indicates it was served on Glenda Johnson and her counsel on June 9, 2020.³¹³ The counsel on whom Hamblin served the complaint was Steven Paul,³¹⁴ who was counsel both for Glenda Johnson and Hamblin at the time.³¹⁵

113. On June 22, 2020, Glenda Johnson filed an answer to Hamblin's lawsuit. Her answer stated simply, "I agree with the alligations [sic] I have no defense."³¹⁶ Notably, Glenda

³⁰⁷ Docket No. 933, filed June 4, 2020.

³⁰⁸ Hamblin Deposition at 137:3-138:5. A copy of the complaint is attached as Exhibit E.

³⁰⁹ Hamblin Deposition at 141:16-141:20. "[I]t might have come up in a discussion, I think." See *id.* at 142:18-143:17 (Hamblin and the Johnsons wanted "to be able to get in front of a jury to prove that our technology is correct" and the method to get it before a jury was to "have [Hamblin] sue Glenda and to be able to take liens, enforce liens against her property.")

³¹⁰ Compare Hamblin Lawsuit, Complaint *with* Hamblin Lawsuit, Answer, attached as Exhibit F.

³¹¹ *Id.* at 122:4-124:7.

³¹² *Id.* at 138:6-138:24. The fact that Hamblin went to Nelson Snuffer's offices to both sign a declaration in support of Glenda Johnson and to serve on Glenda Johnson a lawsuit he had just filed against her is additional evidence that the Hamblin Lawsuit was neither a surprise nor adversarial .

³¹³ Hamblin Lawsuit, Complaint at 3.

³¹⁴ Hamblin Deposition at 122:14-124:7.

³¹⁵ *Id.* at 142:3-142:8.

³¹⁶ Hamblin Lawsuit, Answer, attached as Exhibit F.

Johnson did not simply decline to answer and allow default to be taken; she expended the effort to prepare and file an answer.

114. As noted above, the format of Glenda Johnson's court filing is nearly identical to the format of the complaint that Hamblin filed against Glenda, including identical language for the attestation. Significantly, a spelling error found in Hamblin's certificate of service is repeated in Glenda's answer; both say the documents were "served on counsel and parties of record as indicated [sic] below."³¹⁷ Further, the documents both contain an unusual off center alignment in the caption stating "In the Fifth District Court For Washington County, Utah."

115. Hamblin filed a motion for summary judgment on June 30, 2002, using what appears to be a court-supplied form motion. Hamblin's motion averred that "Defendant agrees with the allegations, and states she has no defense, and will not present one."³¹⁸ Hamblin attached Glenda Johnson's answer to his motion.³¹⁹ Hamblin filed a request to submit for decision on July 15, 2020, based on Glenda Johnson's failure to oppose Hamblin's summary judgment motion.³²⁰

116. The Receiver filed a notice of stay in the Hamblin Lawsuit on July 21, 2020. The day before his deposition on August 31, 2020, Hamblin filed a motion to voluntarily dismiss the lawsuit.³²¹ In the motion, Hamblin stated that he sought to dismiss the case because "Defendant [Glenda Johnson] no longer owns the land Petitioner wanted the lein [sic] for."³²² A day later, however, Hamblin testified that he believed Glenda Johnson was the owner of at least one of the properties the Millard County lien was filed on.³²³ Moreover, in contrast to his statement in the

³¹⁷ Hamblin Lawsuit, Answer, June 22, 2020 at 2.

³¹⁸ Hamblin Lawsuit, Motion for Summary Judgment, June 30, 2020. This is Receiver Exhibit 2184.

³¹⁹ *Id.*

³²⁰ *Id.* Request to Submit for Decision, July 15, 2020.

³²¹ Hamblin Lawsuit, Motion to Voluntarily Dismiss Case, August 31, 2020.

³²² *Id.*

³²³ Hamblin Deposition at 80:2.

motion, Hamblin testified that he dismissed the lawsuit because it was incorrectly brought by Hamblin personally when instead it should have been brought by Anstram.³²⁴

K. Validity of Liens

117. Glenda Johnson herself testified “I never had authority to grant or release the mechanics’ liens.”³²⁵ She expressed “no opinion as to whether the liens are valid and enforceable.”³²⁶

118. On August 6, 2020, the Court invalidated the Anstram liens.³²⁷

III. ANALYSIS

A. The CRO Prohibits Obstruction or Interference with the Receiver’s Work

119. Each of the Anstram liens were filed on real property expressly listed in and frozen by the CRO.³²⁸

120. All persons with notice of the CRO are prohibited “from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would interfere with or prevent the Receiver from performing his duties, including conduct that would or might:”

a. “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.*”

b. “Dissipate or otherwise diminish the value of any Receivership Property” including “attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate

³²⁴ *Id.* at 131:15-132:13.

³²⁵ [Impossibility Declaration](#) ¶ 4.

³²⁶ *Id.*, ¶ 5.

³²⁷ [Docket No. 984](#), filed August 6, 2020. Prior to his deposition Hamblin was not aware that the liens had been invalidated. Hamblin Deposition at 147:18-148:16.

³²⁸ CRO ¶ 20; *see also* Second Contempt Order at 21.

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.”

c. “Interfere with or harass the Receiver or interfere in any manner with the exclusive jurisdiction of this Court over the receivership estate.”³²⁹

121. The CRO also directs that “the Receiver shall promptly notify the Court and counsel for the United States of any failure or apparent failure of any person or entity to comply in any way with the terms.”³³⁰ This is because a court’s “interest in ensuring a party’s compliance with its orders is a great one.”³³¹

122. Glenda Johnson, Preston Olsen, and Roger Hamblin each knowingly interfered with the Receivership in violation of the CRO.

B. Olsen Knowingly Interfered with the Receiver’s Work

123. Olsen was aware of the CRO before the liens were filed.³³²

124. As the Court found in the Second Contempt Order, “Glenda Johnson’s actions to file these liens violated the Asset Freeze, the CRO, and the Affiliates Order. She intended to interfere with the Receivership through unilateral action rather than through allowable legal process.”³³³

125. The Anstram liens could not have been filed without the authority of Preston Olsen, the sole owner and manager of Anstram.³³⁴

126. Olsen signed the liens knowing the CRO and Asset Freeze Order were in

³²⁹ CRO ¶ 35 (emphasis added).

³³⁰ *Id.* ¶ 43.

³³¹ [Ohlander v. Larson, 114 F.3d 1531, 1541 \(10th Cir. 1997\)](#).

³³² See Report and Recommendation at 4, above.

³³³ [Second Contempt Order](#) at 22-23.

³³⁴ Report and Recommendation ¶¶ 29, 38, above.

effect.³³⁵ He signed liens encumbering Receivership Assets based on the unfounded belief that IAS owed Glenda Johnson \$10 million and that the Receiver would have to pay that amount to Glenda Johnson.³³⁶ He signed liens without verifying that towers had been constructed on properties that would be encumbered by the liens, acknowledging that without tower construction on those properties the liens were invalid. The Texas Lien was recorded at his direction (by Glenda Johnson, who was his employee) after the Affiliates Order had made the NPJFLP a Receivership Entity and declared that all real property owned by the NPJFLP was Receivership Property. He signed liens based on a flawed belief that Glenda Johnson owned the necessary technology to develop the solar projects without critically examining the contents and validity of those documents and without retaining copies of the documents.³³⁷

127. Olsen colluded with Glenda Johnson and Roger Hamblin to interfere with the Receiver's efforts to take control over Receivership Property in violation of the CRO.

C. Hamblin Knowingly Interfered with the Receiver's Work, Failed to Cooperate

128. Hamblin was served with the Asset Freeze Order on September 1, 2018, the Findings of Fact and Conclusions of Law on October 16, 2018, and the CRO on November 17, 2018.³³⁸

129. Hamblin refused to release liens on Receivership Property that had been recorded, in direct violation of the Asset Freeze Order, the CRO, and the Affiliates Order. These liens were on properties specifically identified in the CRO. His failure to release improper liens, after being requested to do so, was interference with the Receiver's efforts.³³⁹

³³⁵ Olsen Deposition 12:6-10; 51:7-20.

³³⁶ This is despite his having seen the CRO, which specifically identifies the US Treasury as a beneficiary of recoveries from the Receivership Estate before any claims could be paid to Glenda Johnson or others.

³³⁷ Report and Recommendation ¶¶ 13, 16, 20, 21, 23, 45, 47, above.

³³⁸ Returns of service on Hamblin are attached as Exhibit G.

³³⁹ Report and Recommendation ¶¶ 91, 98-101, above.

130. Hamblin personally filed a lawsuit against Glenda Johnson, the title owner of the Millard County properties, seeking a judicial order in state court that the properties belonged to Anstram. Not only did the lawsuit constitute interference with the Receiver's work but it also lacked any legal basis since the liens at issue were owned by Anstram, not Hamblin.³⁴⁰

131. In his deposition, Hamblin refused to answer questions from the Receiver on a number of topics, claiming his Fifth Amendment rights, including:

- a. What foreign entities Anstram is negotiating with to sell solar technology;³⁴¹
- b. The location of the turbine prototype;³⁴² and
- c. Whether solar technology patents were transferred to a Nevis company so the patent rights would be outside the U.S.³⁴³

132. Hamblin colluded with Glenda Johnson and Olsen to interfere with the Receiver's efforts to assert control over Receivership Property, including by filing the Hamblin Lawsuit³⁴⁴ in violation of the CRO.

D. Glenda Johnson Knowingly Made False Statements to the Court, Knowingly Violated the CRO

133. Glenda Johnson had notice that the properties on which she recorded liens were under the exclusive control of the Receiver.

134. The Receiver has found that, in addition to Glenda Johnson's interference with the Receiver's work cited in the Second Contempt Order, Glenda Johnson made false statements under oath to this Court and others as part of her interference with the Receiver's efforts to take

³⁴⁰ *Id.* ¶¶ 102-110.

³⁴¹ Hamblin Deposition at 150:24-152:3; 156:4-156:8. Report and Recommendation ¶¶ 30, 31, above.

³⁴² Hamblin Deposition at 161:20-162:8.

³⁴³ *Id.* at 179:20-179:24.

³⁴⁴ Report and Recommendation ¶¶ 102-116, above.

control of properties listed in the CRO.

135. 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.³⁴⁵

136. Glenda Johnson testified at the evidentiary hearing on the United States' second contempt motion that all agreements between her and Anstram were oral and that there were no written agreements, while Olsen, whose testimony is more credible, testified there were at least three written agreements.³⁴⁶

137. 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.³⁴⁷

138. Glenda Johnson falsely led Hamblin to believe that Anstram would own technology and real property because Glenda Johnson owned those assets.³⁴⁸

139. Glenda Johnson induced Olsen to sign liens that referenced attached exhibits without showing Olsen the property description exhibits at the time the liens were filed.³⁴⁹

140. Glenda Johnson testified at the evidentiary hearing on contempt that she did not know what work Anstram did, when 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

³⁴⁵ *Id.* ¶¶ 19, 25-28, 36, 39, 40, 77.

³⁴⁶ *Id.* ¶¶ 25, 26.

³⁴⁷ *Id.* ¶¶ 11, 13-15, 42, 45, 47-51.

³⁴⁸ *Id.* ¶ 87.

³⁴⁹ *Id.* ¶ 35, 42, 47-49.

knowledge about solar projects, and was so crucial to Anstram’s future that Olsen agreed to relinquish Anstram when Glenda Johnson indicated she would no longer cooperate with him.³⁵⁰

141. Glenda Johnson recorded liens on properties when part of the basis for the liens was work she claimed to have performed on the properties after the date of the Asset Freeze Order and CRO—dates after which she was prohibited from accessing those properties. Either she made false statements under oath in the lien filings or violated the Asset Freeze and CRO by entering and performing work on Receivership Property.³⁵¹

142. Glenda Johnson filed a lien on the Texas property after that property had been put under the exclusive control of the Receiver and when she had never had authority over the Texas property.³⁵²

143. 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 and property descriptions, and recorded the liens with the counties.”³⁵³ 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.³⁵⁴ 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.³⁵⁵

144. Glenda Johnson falsely represented to the Court that Olsen’s sale of Anstram to Hamblin was a result of communications between Hamblin and Olsen, when the truth is that

³⁵⁰ [Second Contempt Order](#) at 22; Report and Recommendation ¶¶ 14-16, 18-20, 23, 25, 27, 61-63, 67-71, 75, 76, above.

³⁵¹ Report and Recommendation ¶¶ 8, 9; 33-53, 64, above.

³⁵² *Id.* ¶¶ 48, 50, 51.

³⁵³ [Impossibility Declaration](#) ¶ 4.

³⁵⁴ Report and Recommendation ¶¶ 14-16, 18-20, 23, 25, 27, 67-71, 75, above.

³⁵⁵ [Impossibility Declaration](#) ¶ 3(k).

Glenda Johnson forced the transfer of Anstram, and Hamblin and Olsen never communicated with each other before or at the time of the transfer of Anstram.³⁵⁶

145. Glenda Johnson’s Impossibility Declaration falsely stated that shortly after Olsen’s Tax Court trial, Hamblin had expressed an interest to Glenda Johnson in buying Anstram. Hamblin testified that he made no such inquiry of Glenda Johnson.³⁵⁷

146. Glenda Johnson falsely told Olsen that she owned technology and intellectual property that was not subject to the CRO.³⁵⁸

147. Glenda Johnson falsely testified in her May 14, 2020 declaration that she attempted to contact Olsen on May 5, 2020 requesting that Anstram release the liens, when she made no attempts and when she knew, on May 5, 2020, that Olsen had no ownership in or control over Anstram.³⁵⁹

148. Glenda Johnson falsely testified on May 14, 2020, that she “knew that Preston Olsen was *planning* to sell his interest in Anstram” (emphasis added) when Glenda Johnson knew that Anstram had been transferred from Olsen to Hamblin in February 2020—a transfer she orchestrated.³⁶⁰

149. When Glenda Johnson asked Hamblin to release the liens, she did not disclose to him that the Court had already ruled that the Tower Property Lien violated the CRO.³⁶¹

150. Glenda Johnson attempted to interfere with the Receiver’s efforts to take control over Receivership property by requesting that a Utah state court judge invalidate orders by this Court and by collaterally attacking this Court’s rulings.³⁶² The collusive Hamblin Lawsuit had

³⁵⁶ Report and Recommendation ¶¶ 73-75, 81-82, above.

³⁵⁷ *Id.* ¶¶ 79-81.

³⁵⁸ *Id.* ¶¶ 13, 16, 20, 21, 23.

³⁵⁹ *Id.* ¶¶ 93-95.

³⁶⁰ *Id.* ¶¶ 67-71, 94, 95.

³⁶¹ Hamblin Deposition at 104:1

³⁶² Report and Recommendation ¶¶ 55, 57, above.

the same objective.³⁶³

151. Glenda Johnson made false statements to the Utah Fourth District Court. In her September 15, 2020 notice of appeal, Glenda Johnson attached her opposition to the Wings West motion for summary judgment in which she made the following inaccurate representations to the state court:

a. LaGrand and Randale Johnson owned, at that time, “two thirds ownership and combined control over the [Tower Site] property and [Solstice] contracts,”³⁶⁴ despite the fact that the Tower Site Property had been in the Receivership Estate since October 31, 2018 and Solstice had been a Receivership Entity since May 3, 2019;

b. “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,”³⁶⁵ despite both entities becoming Receivership Entities in May 2019;

c. “A lease was granted in 2011 to XSun. . . . Therefore, according to the lease agreement it is still in effect,”³⁶⁶ despite the property having been sold free and clear of liens in August 2019 and the inclusion of XSun as a Receivership Entity in May 2019;

d. “I still legally have access to the property. This gives me the right to continue my contract and work” and “The lease on the property allows access to the property,”³⁶⁷ when the CRO prohibited her from accessing the Tower Site or doing any

³⁶³ *Id.* ¶ 102.

³⁶⁴ *Johnson v. Wings West LC*, Case No. 200700008, *Opposition to Plaintiff’s Motion for Summary Judgment*, July 15, 2020.

³⁶⁵ *Id.*

³⁶⁶ *Id.*

³⁶⁷ *Id.*

work on any Receivership Property;

e. “As of February 29, 2020, the two controlling partners dissolved XSun and this gave direct control over the lease to Randy Johnson and Lagrand [sic] Johnson,”³⁶⁸ when the ability of LaGrand and Randale Johnson to have any authority over XSun ceased in October 2018 and XSun was made part of the Receivership in May 2019;

f. “The mechanics lien travels with the land,”³⁶⁹ when, in fact, the land was sold free and clear of liens and when the lien that Glenda Johnson first filed in August 2019 had expired;

g. Glenda Johnson told the court that “when my property is attacked, I have the right to defend myself using these laws and procedures,”³⁷⁰ when she was never an owner of the Tower Site Property; that property had always been titled in the name of IAS;

h. Glenda Johnson falsely stated “I brought a challenge to the earlier [U.S. District Court] case and have a pending Rule 60b Motion, [and] a Petition for Rehearing in the 10th Circuit Court”³⁷¹ when Glenda Johnson was not a defendant in the United States’ civil case, she had not filed a Rule 60b motion,³⁷² and she was not a party to the dismissed petition for rehearing in the Tenth Circuit;

152. Glenda Johnson appealed the Wings West judgment against her without obtaining—or even seeking—approval of the Court or the Receiver as required by the Court’s

³⁶⁸ *Id.*

³⁶⁹ *Id.*

³⁷⁰ *Id.*

³⁷¹ *Id.*

³⁷² *See* n. 181, above.

May 5, 2020 Lien Release Order and filed a third-party complaint against Thomas Mancini after the Court ordered her (on May 5, 2020) to not initiate any litigation regarding properties identified in the CRO.³⁷³ Due to her many improper filings in the Wings West Lawsuit, Judge Howell of Utah's Fourth District Court has ruled that Glenda Johnson is a vexatious litigant and directed that Wings West need not respond to any further filings by Glenda Johnson unless instructed to respond by the court.³⁷⁴

153. Glenda Johnson has previously been found in contempt for not delivering and for falsifying documents. She has continued to fail to turn over relevant documents to the Receiver, hindering his ability to identify and recover Receivership Property.

IV. RECEIVER'S RECOMMENDATIONS

The Receiver believes that the conduct of Glenda Johnson, Olsen, and Hamblin demonstrates contempt of the CRO and other orders of this Court. The Receiver believes their conduct also highlights the importance of promptly determining whether the remaining four real properties currently under the control of Glenda Johnson are Receivership Assets and, if so, transferring those properties to the Receiver.

Glenda Johnson Should Bear the Burden of Demonstrating the Sources of Funds Used to Purchase Properties

Ordinarily, the Receiver, as plaintiff, would bear the burden of proving that the four properties still titled in Glenda Johnson's name are Receivership Assets. However, proof relating to the source of funds used by Glenda Johnson to purchase these four properties are expected to require bank records of Glenda Johnson and property purchase records of Glenda Johnson.

Glenda Johnson did not deliver to the Receiver copies of bank records showing the sources of

³⁷³ Report and Recommendation ¶¶ 54, 55, 58, above.

³⁷⁴ *Johnson v. Wings West LC*, Case No. 200700008, *Findings, Conclusions and Order Regarding Vexatious Litigant*, October 26, 2020.

funds for these purchases. Glenda Johnson did deliver limited property records to the Receiver for these four properties. For three of them, Glenda Johnson stated: “it has been too long ago to know how it was paid.”³⁷⁵ For the fourth, she indicated the payment was made through her account at Millard County Credit Union, but did not identify the source of funds.

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 Receiver.³⁷⁶ This Report and Recommendation reveals additional instances of withholding records and giving false testimony. 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 four remaining properties came from non-Receivership-Entity sources.³⁷⁷

Accordingly, the Receiver recommends that the Court enter orders accomplishing the following:

1. Concurrently with this Report and Recommendation, the Receiver has filed a

³⁷⁵ Copies are attached as Exhibit H.

³⁷⁶ See e.g., Second Contempt Order.

³⁷⁷ It is well within the Court’s authority to issue this sanction. 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).

Motion for Order to Show Cause against Glenda Johnson, Hamblin, and Olsen. The Receiver recommends that the motion be granted and that Glenda Johnson, Hamblin, and Olsen be required to show cause as to why they each should not be held in civil contempt. The Receiver will serve copies of this Report and Recommendation and the order to show cause upon Glenda Johnson, Olsen, and Hamblin and recommends that each of them have twenty days to respond to the order to show cause and the Receiver's findings and recommendations. Any objections to the Receiver's findings must be accompanied by admissible supporting documents and declarations.

2. Finding that Olsen violated the Asset Freeze Order and the CRO by filing the Millard County Lien, the Utah County Lien, and the Texas Lien.³⁷⁸

3. Finding that Hamblin violated the Asset Freeze Order and the CRO by refusing to release the Millard County Lien, the Utah County Lien, and the Texas Lien when he was on notice of the CRO and that the Receiver asserted that these properties were Receivership Property.

4. Finding that Glenda Johnson made false statements to this Court in proceedings related to the Anstram liens, has continued to interfere with the work of the Receiver by colluding with Olsen and Hamblin, and has hidden or destroyed documents relating to Anstram and liens on these Receivership Properties.

5. Declaring that 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 must 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. Glenda Johnson shall have 60 days from the date of the Report and Recommendation to

³⁷⁸ The [Second Contempt Order](#) (at 21-22) already found that Glenda Johnson's filing of the liens violated these orders.

submit any admissible documents and arguments in Case No. 2:19-cv-625 demonstrating the source of funds for the purchases. If she fails to introduce evidence demonstrating the source of funds, judgment will be granted to the Receiver relating to those four properties.

6. Ordering Glenda Johnson, Hamblin, and Olsen jointly and severally liable for all fees related their misconduct including, but not limited to, this Report and Recommendation, the Receiver's prior motion to invalidate the liens, the Receiver's fees and attorneys' fees for Hamblin's and Olsen's depositions, investigation, and other filings related to the misconduct.³⁷⁹

V. CONCLUSION

The collusive conduct of Glenda Johnson, Olsen, and Hamblin are clear violations of valid orders from the Court. Violations of those orders should have consequences. The Court has twice previously held Glenda Johnson in civil contempt. Her continuing misconduct and failure to deliver documents to the Receiver warrant shifting the burden to her to demonstrate that the remaining four real properties she holds were purchased with funds not traceable to Receivership Entities and Affiliates and that she be ordered to pay Receiver and legal fees for the additional work that has been required by her conduct.

The collusive and contemptuous roles of Olsen and Hamblin in assisting Glenda Johnson and in independently interfering with the work of the Receiver should be the subject of a finding of civil contempt by the Court and an order that they be jointly and severally liable for Receiver and legal fees related to the improper liens.

DATED this 29th day of December 2020.

³⁷⁹ 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.”).

RECEIVER



Wayne Klein, Receiver

PARR BROWN GEE & LOVELESS

/s/ Michael S. Lehr

Jonathan O. Hafen
Jeffrey A. Balls
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Attorneys for Receiver

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that service of the above **RECEIVER'S REPORT AND RECOMMENDATION ON GLENDA JOHNSON'S NON-COMPLIANCE WITH ORDER REQUIRING RELEASE OF LIENS** was filed with the Court on this 29th day of December 2020, and served via ECF on all parties who have requested notice in this case. In addition, copies were sent by mail to:

Preston Olsen
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Ivins, UT 847

/s/ Michael S. Lehr
