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Attorneys for Court-Appointed Receiver R. Wayne Klein

**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.

**STIPULATION FOR FINDING OF
CONTEMPT, CONTRIBUTION
TOWARD COSTS OF RECEIVER'S
MOTION FOR ORDER TO SHOW
CAUSE BY ROGER HAMLIN AND
PRESTON OLSEN**

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

District Judge David Nuffer
Magistrate Judge Daphne A. Oberg

R. Wayne Klein, the Court-Appointed Receiver ("Receiver") of RaPower-3, LLC, International Automated Systems, Inc., and LTB1, LLC (collectively "Receivership Entities"), as well as certain affiliated subsidiaries and entities ("Affiliated Entities") and the assets of Neldon Johnson ("Johnson") and R. Gregory Shepard ("Shepard") hereby submits the stipulations of Roger Hamblin ("Hamblin") and Preston Olsen ("Olsen") regarding the Receiver's Report and

Recommendation on Property Liens Glenda Johnson Granted Anstram Energy¹ and the Motion for Order to Show Cause Why Glenda Johnson, Roger Hamblin, and Preston Olsen Should Not be Held in Civil Contempt.² Hamblin’s stipulation is attached hereto as Exhibit A and Olsen’s stipulation is attached hereto as Exhibit B.

In the stipulations, Hamblin and Olsen each stipulated to:

- the Court entering as findings the allegations relating to them contained in the Receiver’s motion for order to show cause;
- pay an agreed upon amount to the Receiver towards the costs and fees incurred by the Receiver and his counsel in investigating the liens, taking depositions, and bringing the motion for an order to show cause; and
- assist the Receiver in the Receiver’s investigation of the formation of Anstram Energy, creation of the liens, and Glenda Johnson’s role in the creation and recording of the liens and her refusal to release the liens when so ordered by the Court.

Both Hamblin’s and Olsen’s stipulations contain mitigation statements that they were “manipulated to believe [they] had a right to assert a prior claim” and they “had no intent to violate a duty or obligation” to the Court, the Receiver, or the Receivership Estate.

DATED this 29th day of January 2020.

PARR BROWN GEE & LOVELESS

/s/ Michael S. Lehr
Jonathan O. Hafen

¹ [Docket No. 1055](#), filed December 29, 2020.

² [Docket No. 1056](#), filed December 29, 2020.

Jeffery A. Balls
Michael S. Lehr
Attorneys for Receiver

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that service of the foregoing was electronically filed with the Clerk of the Court through the CM/ECF system on January 29, 2020, which sent notice of the electronic filing to all counsel of record.

I also certify that, on the same date, by U.S. Mail, first-class, postage pre-paid, I caused to be served the same documents upon the following persons:

R. Gregory Shepard
858 Clover Meadow Dr.
Murray, Utah 84123

Neldon Johnson
PO Box 95332
South Jordan, UT 84095

/s/ Michael S. Lehr