

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

<p>UNITED STATES OF AMERICA,</p> <p>Plaintiff,</p> <p>vs.</p> <p>RAPOWER-3, LLC, INTERNATIONAL AUTOMATED SYSTEMS, INC., LTB1, LLC, R. GREGORY SHEPARD, NELDON JOHNSON, and ROGER FREEBORN,</p> <p>Defendants.</p>	<p>PROPOSED RECEIVERSHIP ORDER</p> <p>Civil No. 2:15-cv-00828 DN</p> <p>District Judge David Nuffer</p> <p>Magistrate Judge Evelyn J. Furse</p>
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WHEREAS, based on the trial held, the extensive record in these proceedings, and the findings made by this Court,¹ on August 22, 2018 this Court granted the United States' second motion to freeze Defendants' assets and appoint a receiver;²

WHEREAS, the Court found that, based on the record in these proceedings, the appointment of a receiver in this action is necessary and appropriate for the enforcement of the internal revenue laws;³

WHEREAS, the appointment of a receiver in this action is necessary and appropriate to marshal and preserve all assets, property, property rights, and interests of Defendants RaPower-3, LLC, International Automated Systems, Inc., LTB1, LLC, R. Gregory Shepard, and Neldon

¹ See ECF Doc. No. 413; [ECF Doc. No. 429-1](#); [ECF Doc. No. 444](#).

² [ECF Doc. No. 444](#).

³ *Id.*

Johnson (collectively, the “Receivership Defendants”) as well as the assets of any other entities or individuals that: (a) are attributable to funds derived from Defendants’ customers; (b) are held in constructive trust for the Defendants; (c) were fraudulently transferred by the Defendants, and/or; (d) may otherwise be includable as assets of the estates of the Defendants (collectively, the Recoverable Assets);

WHEREAS, the appointment of a receiver in this action is necessary and appropriate to ensure the award of disgorgement is not rendered meaningless, and;

WHEREAS, this Court has subject matter jurisdiction over this action and personal jurisdiction over the Defendants, and venue properly lies in this district.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants RaPower-3, LLC, Neldon Johnson, International Automated Systems, Inc., LTB1, LLC, and R. Gregory Shepard (collectively, the “Receivership Defendants”), together with any and all subsidiaries and affiliated entities including, but not limited to:

- a. SOLCO I, LLC;
- b. XSun Energy, LLC;
- c. Cobblestone Centre, LC;
- d. DCL-16A, Inc.;
- e. DCL16BLT, Inc.;
- f. LTB O&M, LLC;
- g. N.P. Johnson Family Limited Partnership;

- h. Shepard Energy;
- i. Shepard Global, Inc.;
- j. Solstice Enterprises;
- k. Black Night Enterprises, and;
- l. Starlight Enterprises.

2. Until further order of this Court, [name] is hereby appointed to serve without bond as receiver (the “Receiver”) for the estate of the Receivership Defendants and any subsidiaries or affiliated entities, with standing to prosecute claims under Utah’s Voidable Transactions Act, Utah Code Annot. 25-6-1, et seq. (the “UVTA”).

I. Asset Freeze

3. The asset freeze included in the Memorandum Decision⁴ (“Asset Freeze”) is hereby continued which states:

Except as otherwise provided herein, all assets of the Receivership Defendants are frozen until further order of this Court (“Receivership Property”). Accordingly, all persons and entities with direct or indirect control over any Receivership Property, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating, or otherwise disposing of or withdrawing such Receivership Property. This freeze shall include, but not be limited to, Receivership Property that is on deposit with financial institutions such as banks, brokerage firms and mutual funds, shares of stock, and any patents or other intangible property.

4. The asset freeze is extended to include the subsidiaries and affiliated entities of the Receivership Defendants for the purpose of permitting the Receiver to investigate the assets, property, property rights, and interests of the subsidiaries and affiliated entities (“Extended Asset

⁴ ECF Doc. No. 444.

Freeze”). The Receiver is authorized, directed, and empowered to investigate all subsidiaries and affiliated entities of the Receivership Defendants to determine whether the assets, property, property rights, or interests of the subsidiaries and affiliated entities derive from the abusive solar energy scheme at issue in this case⁵ or from an unrelated business activity. Once the Receiver completes his/her investigation of the subsidiaries and affiliated entities, he/she shall make a recommendation to this Court about whether the Receivership should extend to any of the investigated subsidiaries or affiliated entities or specific property of those entities. The subsidiaries and affiliated entities the Receiver is directed to investigate include, but is not limited, to the following list:

- a. SOLCO I, LLC;
- b. XSun Energy, LLC;
- c. Cobblestone Centre, LC;
- d. DCL-16A, Inc.;
- e. DCL16BLT, Inc.;
- f. LTB O&M, LLC;
- g. N.P. Johnson Family Limited Partnership;
- h. Shepard Energy;
- i. Shepard Global, Inc.;
- j. Solstice Enterprises;
- k. Black Night Enterprises, and;

⁵ See Court’s oral findings at [ECF Doc. No. 429-1](#); *see also*, Court’s Memorandum Decision, [ECF Doc. No. 444](#).

1. Starlight Enterprises.

5. The Extended Asset Freeze shall be in force for a period of 120 days. Before the expiration of the Extended Asset Freeze in 120 days, the Receiver shall file his/her report and recommendation and report with this Court. The report and recommendation shall include the Receiver's recommendation as to whether the Receivership should be extended to any of the investigated subsidiaries and affiliated entities or specific property of those entities. If the Receiver is unable to complete his/her investigation before the expiration of 120 days, the Receiver shall file a motion with this Court to extend the Extended Asset Freeze for the period of time needed to complete his/her recommendation. Nothing in the Receiver's report and recommendation shall prohibit or estop the Receiver from subsequently recovering assets, property, property interests or rights from any subsidiary or affiliated entity by other means (i.e., a suit for a voidable transaction or fraudulent conveyance).

6. During the Extended Asset Freeze, the Receiver may communicate and consult with counsel for the United States regarding his/her investigation and may request counsel's opinion on whether the subsidiaries and affiliated entities or specific property of those entities should be included in the Receivership Estate.

7. The Asset Freeze extends to any subsidiaries or affiliated entities of the Receivership Defendants, their agents, servants, employees, attorneys, and those persons in active concert or participation with them. Any individual or entity who receives notice of this Order by personal service, electronic service, or otherwise and each of them, shall hold and retain within their control, and otherwise prevent any withdrawal, transfer, pledge, encumbrance, assignment, dissipation, concealment, or other disposal of assets, funds, or other properties (including money,

real or personal property, securities, choses in action or property of any kind whatsoever) of the Receivership Defendants. This applies to assets held by Receivership Defendants or under their control, at any time after inception of this action, whether such assets were or are held in the name of any Receivership Defendant or for their direct or indirect beneficial interest wherever situated. The Receivership Defendants shall direct each of the financial or brokerage institutions, debtors, and bailees, or any other person or entity holding such assets, funds, or other properties of any Receivership Defendant to hold or retain within their control and prohibit the withdrawal, removal, transfer, or other disposal of any such assets, funds, or other properties.

II. Termination of Authority and Removal of Officers and Directors

8. The directors, officers, managers, employees, trustees, investment advisors, accountants, attorneys and other agents of the “Entity Receivership Defendants” (RaPower-3, LLC, IAS, and LTB1, LLC)⁶ are hereby dismissed and the powers of any general partners, directors and/or managers are hereby suspended. Such persons shall have no authority with respect to the Entity Receivership Defendants’ operations or assets, except to the extent as may hereafter be expressly granted by the Receiver.

9. No person holding or claiming any position of any sort with any of the Receivership Defendants shall possess any authority to act by or on behalf of any of the Receivership Defendants. Neither Johnson nor Shepard, nor anyone acting on their behalf, shall make any court filings or submissions to other government entities on behalf of RaPower-3, IAS, or LTB1,

⁶ To the extent that the Receiver determines after his/her investigation, that the Receivership should be extended to include any of the subsidiaries or affiliated entities and the Court agrees, this provision (and all provisions involving the Entity Receivership Defendants) shall extend to the additional subsidiaries and affiliated entities that are subsequently made part of the Receivership. This shall be deemed to occur on the date the Court agrees with the Receiver’s recommendation even if an amended order has not yet been issued.

LLC other than in this case or in the pending appeal of the order in this case. Payment for any attorneys' fees, expenses, or other costs of such court filings or submissions shall be made from property that is not Receivership Property ("Non-Receivership Property"). Any filing or submission by any Defendant must contain a statement, made under penalty of perjury, identifying the source of the funds for the filing or submission in sufficient detail to show that the funds are not Receivership Property or otherwise derived from the solar energy scheme.

III. General Powers and Duties of Receiver, Control Over Entities

10. The Receiver shall have all powers, authorities, rights and privileges heretofore possessed by the owners, members, shareholders, officers, directors, managers and general and limited partners of the Entity Receivership Defendants under applicable state and federal law, by the governing charters, bylaws, articles and/or agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of [28 U.S.C. §§ 754, 959, 1692](#), [Fed. R. Civ. P. 66](#), and this Court. The Receiver is authorized to sue and be sued as provided in [28 U.S.C. §§ 754, 959, 1692](#), [Fed. R. Civ. P. 66](#), and by this Court.

11. The Receiver shall assume and control the operation of the Entity Receivership Defendants and shall pursue and preserve all their claims.

12. Subject to specific provisions in this Order, the Receiver shall have the following general powers and duties:

a. To use reasonable efforts to determine the nature, location and value of all property interests of each of the Receivership Defendants, including Johnson and Shepard. These property interests include, but are not limited to: monies, accounts, trusts, funds, digital currencies, securities, credits, stocks, bonds, effects, goods, chattels, intangible property

(including patents and other intellectual property), real property, lands, premises, leases, claims, rights, ownership interests in domestic or foreign entities, and other assets, together with rents, profits, dividends, receivables, interest or other income attributable thereto, of whatever kind, that the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (“Receivership Property”);

b. To take custody, control, and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

c. To manage, control, operate and maintain the Receivership Property and hold in his/her possession, custody and control all Receivership Property, pending further order of this Court;

d. Except as otherwise provided in this Order, to use Receivership Property for the benefit of the Receivership, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his/her duties as Receiver;

e. To take any action which, prior to the entry of this Receivership Order (“Order”), could have been taken by the officers, directors, partners, managers, members, shareholders, trustees and agents of the Entity Receivership Defendants;

f. To engage and employ persons in his/her discretion to assist him/her in carrying out his/her duties and responsibilities hereunder, including, but not limited to,

accountants, attorneys, forensic experts, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, brokers, traders or auctioneers;

g. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

h. To open all mail directed to or received by or at the offices or post office boxes of the Receivership Defendants, and to inspect all mail opened prior to the entry of this Order, to determine whether items or information therein fall within the mandates of this Order;

i. To assert, prosecute and/or negotiate any claim under any insurance policy held by or issued on behalf of the Receivership Defendants, or their officers, directors, agents, employees or trustees, and to take any and all appropriate steps in connection with such policies;

j. To issue subpoenas and letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedures and applicable Local Rules, except for the provisions of [Fed. R. Civ. P. 26\(d\)\(1\)](#), concerning any subject matter within the powers and duties granted by this Order;

k. To seek information from governments and entities outside the United States pursuant to mutual legal assistance treaties or other agreements to which the United States or an instrumentality of the United States is a party;

l. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his/her duties as Receiver. In determining which legal actions are likely to be cost effective, the Receiver may consult with counsel for the United States in making decisions on which actions to pursue;

m. To pursue, resist and defend (or settle) all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estate. In determining which suits, actions, claims and demands to pursue, resist and defend (or settle), the Receiver may consult with counsel for the United States in making decisions on such suits, actions, claims and demands;

n. To assume all legal privileges, including attorney-client and accountant-client privileges, belonging to the Receivership Defendant entities, and determine in his/her discretion whether and when to assert or waive such privileges;

o. To compromise accounts receivable and other contractual claims of the Receivership Defendants and to abandon non-real-estate Receivership Property deemed by the Receiver to be of inconsequential value or benefit to the Receivership Estate on terms and in the manner the Receiver deems necessary or appropriate in the Receiver's business judgment;

p. To seek the assistance of the U.S. Marshals Service or from any other federal, state, county, or civil law enforcement offices or constables of any jurisdiction;

q. To alert the appropriate federal, state, local, or other law enforcement agency if the Receiver discovers a violation, or suspected violation, of Federal, state, or local or other law, in the course of his/her duties in administering the Receivership, and share such information and documents as may be necessary regarding the violation with that agency and;

r. To take such other action as may be approved by this Court.

IV. Receiver's Control Over Assets, Books, Records and Accounts

13. The Receivership Defendants, as well as their past and/or present officers, directors, agents, managers, servants, employees, attorneys, accountants, general and limited partners,

trustees, and any persons acting for or on behalf of the Receivership Defendants, and any persons receiving notice of this Order by personal service, electronic transmission, or otherwise are directed to preserve and turn over all paper and electronic information of, and/or relating to, the Receivership Property. The Receiver is authorized to request a modification of this provision or the previously issued Preservation Order dated June 27, 2018.⁷

14. The Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, contents of safe deposit boxes, books and records and all other documents or instruments – whether in paper or electronic form – relating to the Receivership Defendants.

15. All persons and entities having control, custody or possession of any Receivership Property or records of Receivership Defendants are hereby ordered to turn such property over to the Receiver.

16. The Receivership Defendants, as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Defendants, and any persons receiving notice of this Order by personal service, electronic transmission, or otherwise, having possession of the property, business, books, records, accounts or assets of the Receivership Defendants are hereby ordered to deliver the same to the Receiver or his agents or employees.

V. Access to and Control over Real and Personal Property

17. The Receiver is authorized, as the Receiver deems necessary or appropriate in the Receiver's business judgment, to take immediate possession of all personal property of the

⁷ ECF Doc. No. 419.

Receivership Defendants, wherever located, including but not limited to: electronically-stored information, computers, laptops, hard drives, external storage drives, and any other such memory, media or electronic storage devices, books, papers, data processing records, evidence of indebtedness, bank records and accounts, savings records and accounts, brokerage records and accounts, certificates of deposit, stocks, bonds, debentures, and other securities and investments, contracts, mortgages, furniture, office supplies, solar thermal lenses, machinery and equipment, tools, fixtures, metal, plastic, and other building materials.

18. The Receiver is authorized to take immediate possession of all vehicles and aircraft of the Receivership Defendants, wherever located, including but not limited to all ownership and leasehold interests and fixtures, including the following specific aircrafts:

a. Cessna, Model 172M, a 1973 fixed wing single-engine with the serial number 17261885 and tail number 12213, believed to be located at the Spanish Fork-Springville airport in Millard County, Utah;

b. Mooney, Model M20C, a 1969 fixed wing single-engine with serial number 700031 and tail number 9400V, believed to be located at the Spanish Fork-Springville airport in Millard County, Utah;

19. The Receiver is authorized to take immediate possession of all real property of the Receivership Defendants, wherever located, including but not limited to all ownership and leasehold interests and fixtures. The Receiver is authorized to file notices or other documents with the appropriate authorities to effectuate notice of its possession of the real property. The Receiver is authorized to take immediate possession of real property in which Receivership Defendants have a beneficial interest in even if titled in the name of another, such as a spouse or

an affiliated entity, such as a family limited partnership. If the Receiver later determines the real property was incorrectly included in the Receivership, the Receiver shall take steps to release possession of such real property to its owners. Specific real property for which the Receiver shall take immediate possession include, the parcels described as follows:

- a. Millard County, Utah assessor's parcel number 4805 with the following

legal description:

THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

- b. Millard County, Utah assessor's parcel number 4806-A with the following

legal description:

ALL OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

- c. Millard County, Utah assessor's parcel number 4806-B with the following

legal description:

THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

- d. Millard County, Utah assessor's parcel number DO-3151 with the

following legal description:

BEGINNING WEST 997.12 FEET FROM THE NORTHEAST CORNER OF LOT 1, SECTION 4, TOWNSHIP 16 SOUTH, RANGE 7 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 332.38 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SAID LOT 1; THENCE SOUTH 1315.8 FEET; THENCE EAST 332.38 FEET; THENCE NORTH 1315.8 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM (THE SOUTH 2.4 FEET) ALL RIGHTS OF WAY, STOCK TRAILS, DITCHES AND CANALS, GRAVEL PITS AND GRAVEL BEDS.

- e. Millard County, Utah assessor's parcel number DO-3276-1-1, commonly

known as 4350 W 5000 N, Delta, UT 84624, with the following legal description:

Beginning 960 feet East of the Southwest corner of the Southwest quarter of the Northeast quarter of Section 17, Township 16 South, Range 7 West, Salt Lake Base and Meridian, thence West 146 feet; thence North 911 Feet; thence East 368.991 feet; thence South 11 feet; thence South 16° 46' West 773 feet; thence South 159.862 feet more or less to the point of beginning.

f. Millard County, Utah assessor's parcel number DO-3396 with the

following legal description:

Beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 32, Township 16 South, Range 7 West, Salt Lake Base and Meridian; Thence West 600 feet along the South boundary of the said Southwest Quarter of the Northeast Quarter of Section 32; Thence North 29° 23.3' East 998.5 feet; Thence East 110.0 feet to the East boundary of the said Southwest Quarter of the Northeast Quarter of Section 32, Thence South 210.0 feet, more or less to the Northeast corner of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of said Section 32; Thence East 14.0 feet more or less, Thence South 135.0 feet; Thence East 170.0 feet; Thence North 135.0 feet; Thence East 276.0 feet; Thence South 135.0 feet; Thence West 100.0 feet; Thence South 165.0 feet; Thence East 170 feet; Thence North 300.0 feet; Thence East 130 feet; Thence South 660.0 feet to the Southeast corner of the

g. Millard County, Utah assessor's parcel number DO-3396-5 with the

following legal description:

Beginning at a point 130 feet West and 135 feet South of the Northeast Corner of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 16 South, Range 7 West, Salt Lake base and meridian, Thence South 165 feet, Thence West 170 feet, Thence North 165 feet, Thence East 170 feet to the point of beginning.

h. Millard County, Utah assessor's parcel number DO-3396-6 with the

following legal description:

BEGINNING 130 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 7 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 135 FEET; THENCE WEST 70 FEET; THENCE NORTH 135 FEET; THENCE EAST 70 FEET TO THE POINT OF BEGINNING.

i. Millard County, Utah assessor's parcel number DO-3396-10 with the following legal description:

Beginning 476 feet West of the Northeast corner of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 32, Township 16 South, Range 7 West, Salt Lake Base and Meridian, Thence South 135 feet; Thence West 170 feet; Thence North 135 feet; Thence East 170 feet to the point of beginning.

j. Millard County, Utah assessor's parcel number DO-4568-1, commonly known as 2730 W 4000 S, Oasis, UT 84624, with the following legal description:

COMMENCING AT A POINT LOCATED NORTH 89°33'23.5" EAST 1080.19 FEET ALONG THE QUARTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 7 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°41'09.5" EAST 77.73 FEET; THENCE NORTH 36°08'16" EAST 161.44 FEET; THENCE NORTH 69°36'58" EAST 49.80 FEET; THENCE NORTH 34°49'13.5" EAST 67.18 FEET TO AN EXISTING FENCE LINE; THENCE NORTH 65°24'28" EAST 195.30 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 67°05'16" EAST 90.54 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 30°31'07" EAST 100.20 FEET; THENCE SOUTH 25°26'12" WEST 234.94 FEET TO THE NORTH SHOULDER OF AN EXISTING COUNTY ROAD; THENCE NORTH 77°51'02" WEST 12.17 FEET ALONG SAID NORTH SHOULDER OF THE EXISTING COUNTY ROAD; THENCE ALONG A CURVE TO THE LEFT 22.87 FEET WITH A RADIUS OF 43.026 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86°55'28.5" WEST 22.60 FEET ALONG SAID NORTH SHOULDER OF THE EXISTING COUNTY ROAD; THENCE SOUTH 71°41'59" WEST 41.15 FEET ALONG SAID NORTH SHOULDER OF THE EXISTING COUNTY ROAD TO THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 25°26'12" WEST 94.045 FEET ALONG SAID UNION PACIFIC RIGHT-OF-WAY TO QUARTER SECTION LINE; THENCE SOUTH 25°26'12" WEST 362.64 FEET ALONG SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE ALONG A CURVE TO THE LEFT 351.22 FEET WITH A RADIUS OF 706.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 20°37'37" WEST 347.618 FEET TO THE QUARTER SECTION LINE AND THE POINT OF BEGINNING.

EXCEPTING: ANY PORTION WITHIN THE BOUNDARY OF THE COUNTY ROAD RIGHT-OF-WAY AND THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

****** RESERVING UNTO THE GRANTOR ANY AND ALL WATER RIGHTS ******

k. Millard County, Utah assessor's parcel number DO-SS-136 & 137 with the following legal description:

LOTS 136, 137 AND 138 SHERWOOD SHORES, A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

l. Millard County, Utah assessor's parcel number HD-3511 with the following legal description:

SECTION 16, TOWNSHIP 16 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN.
LESS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 16, THENCE NORTH 1320 FEET; THENCE EAST 1320 FEET; THENCE SOUTH 1320 FEET; THENCE WEST 1320 FEET TO THE POINT OF BEGINNING.
SUBJECT TO A 30 FOOT EASEMENT AROUND THE PERIMETER OF SAID PROPERTY.(HD-3511)

m. Millard County, Utah assessor's parcel number HD-3511-1 with the following legal description:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 16 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1320 FEET; THENCE EAST 1320 FEET; THENCE SOUTH 1320 FEET; THENCE WEST 1320 FEET TO THE POINT OF BEGINNING.(HD-3511-1)

n. Millard County, Utah assessor's parcel number HD-4497-1 with the following legal description:

Beginning 18 rods South and 3 rods East of the Northwest Corner of the Southwest Quarter of Section 33, Township 17 South, Range 7 West, Salt Lake Base and Meridian; thence South 145 feet; thence East 15 rods, thence North 145 feet; thence West 15 rods to the point of beginning.

EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

o. Millard County, Utah assessor's parcel number HD-4606-2 with the following legal description:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN. LESS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°51'00" WEST 544.50 FEET ALONG THE SOUTH BOUNDARY OF SECTION 2, THENCE NORTH 600 FEET PARALLELING THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 2; THENCE NORTH 89°51'00" EAST 544.50 FEET PARALLELING THE SOUTH BOUNDARY TO THE EAST BOUNDARY OF SECTION 2; THENCE SOUTH 600 FEET ALONG THE EAST BOUNDARY OF SECTION 2, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ALL RIGHTS OF WAY, STOCK TRAILS, DITCHES AND CANALS, GRAVEL PITS AND GRAVEL BEDS. TOGETHER WITH WATER RIGHT NO. 68-2388, APP.*CLAIM NO. A57256. SUBJECT TO A RIGHT OF WAY FOR A COUNTY ROAD, AND INCIDENTAL PURPOSES AS NOW EXISTS.

p. Millard County, Utah assessor's parcel number HD-4606-2-1 with the following legal description:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN. LESS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°51'00" WEST 544.50 FEET ALONG THE SOUTH BOUNDARY OF SECTION 2, THENCE NORTH 600 FEET PARALLELING THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 2; THENCE NORTH 89°51'00" EAST 544.50 FEET PARALLELING THE SOUTH BOUNDARY TO THE EAST BOUNDARY OF SECTION 2; THENCE SOUTH 600 FEET ALONG THE EAST BOUNDARY OF SECTION 2, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ALL RIGHTS OF WAY, STOCK TRAILS, DITCHES AND CANALS, GRAVEL PITS AND GRAVEL BEDS. TOGETHER WITH WATER RIGHT NO. 68-2388, APP. CLAIM NO. A57256. SUBJECT TO A RIGHT OF WAY FOR A COUNTY ROAD, AND INCIDENTAL PURPOSES AS NOW EXISTS.

q. Millard County, Utah assessor's parcel number HD-4609 with the following legal description:

THE WEST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS IN, ON OR UNDER SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME.

r. Millard County, Utah assessor's parcel number HD-4612 with the following legal description:

THE SOUTH HALF OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN.

s. Millard County, Utah assessor's parcel number HD-4648 with the following legal description:

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN. (HD-4648)

t. Millard County, Utah assessor's parcel number HD-4654 with the following legal description:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL RIGHTS OF WAY, STOCK TRAILS, DITCHES AND CANALS, GRAVEL PITS AND GRAVEL BEDS.

u. Millard County, Utah assessor's parcel number HD-4657 with the following legal description:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL RIGHTS OF WAY, STOCK TRAILS, DITCHES AND CANALS, GRAVEL PITS AND GRAVEL BEDS.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS IN, ON OR UNDER SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME.

- v. Millard County, Utah assessor's parcel number HD-4658 with the

following legal description:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 0°48'32" EAST 234.51 FEET ALONG THE SECTION LINE; THENCE NORTH 78°41'15" EAST 680 FEET; THENCE SOUTH 03°07'08" WEST 378.38 FEET TO THE SOUTH BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°07'23" WEST 649.59 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING. (HD-4658)

- w. Millard County, Utah assessor's parcel number HD-4658-1 with the

following legal description:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS IN, ON OR UNDER SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME.

LESS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 0°48'32" EAST 234.51 FEET ALONG THE SECTION LINE; THENCE NORTH 78°41'15" EAST 680 FEET; THENCE SOUTH 03°07'08" WEST 378.38 FEET TO THE SOUTH BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°07'23" WEST 649.59 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.

- x. Millard County, Utah assessor's parcel number MA-2662-B with the

following legal description:

THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 8 WEST, SALT LAKE BASE AND MERIDIAN. (MA-2662-B)

EXCEPTING THEREFROM: THAT PORTION WITHIN THE BOUNDARY OF THE MILLARD COUNTY ROAD RIGHT-OF-WAY.

y. Utah County, Utah assessor's tax parcel number 55-718-0006, commonly known as 11404 S 5825 W, West Mountain UT 84651, with the following legal description:

Lot 6, Plat "A", West Mountain Estates Amended Subdivision, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

z. Utah County, Utah assessor's parcel number 514680132, commonly known as 1045 S 1700 W, Unit 132, Payson, UT 84651, with the following legal description:

UNIT 132, BUILDING 1, CONTAINED WITHIN THE PLAT "A" RIDGESTONE CONDOMINIUMS, A CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED ON AUGUST 23, 2006, IN UTAH COUNTY, AS ENTRY NO. 109522:2006 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED ON AUGUST 23, 2006 IN UTAH COUNTY, AS ENTRY NO. 109524:2006 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

aa. Los Angeles County, California assessor's id number 2842-027-174, commonly known as 18850 Vista Del Canon, Unit G, Newhall, CA 91321, with the following legal description:

TR=44328 Lot 9 Condo Unit 305

bb. San Bernardino County, California assessor's parcel number 0541131080000 with the following legal description:

W 1/2 W 1/2 E 1/2 W 1/2 SEC 33 TP 11N R 4E EX PTN LYING S OF N LI HGWY 91 AND EX COM AT NW COR E 1/2 W 1/2 SD SEC TH S 3874.72 FT ALG W LI SD E 1/2 W 1/2 TH N 61 DEG 16 MIN 00 SECONDS E 375.96 FT TO E LI W 1/2 W 1/2 E 1/2 W 1/2 SD SEC TH N 3697.59 FT TH W 331.2 FT M/L TO POB 6.2 AC M/L

cc. Howard County, Texas assigned property id number R000046408 with the following legal description:

Acres 18.380, SC 36 BK 32 1N 009.01 ACQ 031306 BLK/TRACT 32 1N 18.38 ACRES

dd. Howard County, Texas assigned property id number R000046407 with the following legal description:

Acres 608.680, SC 36 BK 32 1N 009 ACQ 031306 BLK/TRACT 32 1N 608.68 ACRES

ee. Salt Lake County, Utah property with the address of 858 W Clover Meadow Drive, Salt Lake City, UT 84123, with the following legal description:

LOT 112, MISTY MEADOWS SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SALT LAKE, STATE OF UTAH.

20. Upon receiving actual notice of this Order by personal service, electronic service, or otherwise, all persons other than law enforcement officials acting within the course and scope of their official duties, are prohibited (without the express written permission of the Receiver) from: (a) entering such premises; (b) removing anything from such premises; or (c) destroying, concealing or erasing anything on such premises.

21. In order to execute the express and implied terms of this Order, the Receiver is authorized to change locks to the premises described above. The Receiver shall have exclusive control of the keys. The Receiver is also authorized to implement surveillance or other security measures to ensure that the terms of this Order are enforced. The Receivership Defendants, or any other person acting or purporting to act on their behalf, are ordered not to change the locks in any manner, nor to have duplicate keys made, nor shall they have keys to these properties in their possession during the term of the Receivership. The Receivership Defendants shall not otherwise interfere with the surveillance or security measures put in place by the Receiver on the premises described above.

VI. Duties of Receivership Defendants, Subsidiaries and Affiliated Parties to Provide Information to and Assist the Receiver.

22. The Receivership Defendants, their subsidiaries, any affiliated entities, and any affiliated individuals (including spouses and other family members) shall cooperate with and assist the Receiver in the performance of his/her duties and obligations. As such, they must respond promptly and truthfully to all requests for information and documents from the Receiver.

23. The Receivership Defendants and the past and/or present officers, directors, agents, managers, general and limited partners, trustees, attorneys, transfer agents, website and electronic mail administrators, database administrators, accounts and employees of the Entity Receivership Defendants, as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the Receivership Defendants and/or all Receivership Property; such information shall include, but is not limited to: books, records, documents, accounts, stock certificates, intellectual property records, evidence of intellectual property rights, computer and electronic records, and all other instruments and papers. If these documents and records are no longer within their control, they must provide information to the Receiver identifying the records, the person(s) in control of the records, and efforts undertaken to recover the records.

24. Within ten (10) days of the entry of this Order, the Receivership Defendants shall file with the Court and serve upon the Receiver and counsel for the United States, a sworn statement, listing: (a) the identity, location, and estimated value of all Receivership Property; (b) all employees (and job titles thereof), other personnel, attorneys, accountants, and any other agents or contractors of the Entity Receivership Defendants; (c) the names, addresses, and amounts of claims of all known creditors of the Receivership Defendants; (d) the existence of and

information about all insurance policies owned by, issued to, or obtained by any of the Receivership Defendants or for which a Receivership Defendant is the beneficiary; (e) the password for all computers, electronic devices, software programs, online financial accounts, websites, social media accounts, cloud storage, servers, and any other book or record or account of the Receivership Defendants that is accessible by password; (f) the status of any pending litigation to which any of the Receivership Defendants are involved, other than this instant case, including the names of the parties, the names of attorneys who have represented the Receivership Defendants, and the location of any records relating to the litigation which records are not under the control of Receivership Defendants, and; (g) a financial statement setting forth the identity, value, and location of all assets of each Receivership Defendant, including assets held outside the territory of the United States.

25. Within thirty (30) days of the entry of this Order, the Receivership Defendants shall file with the Court and serve upon the Receiver and counsel for the United States a sworn statement and accounting, with complete documentation, covering the period from January 1, 2005 to the present:

a. Of all Receivership Property, wherever located, held by or in the name of the Receivership Defendants, or in which any of them, directly or indirectly, has or had any beneficial interest, or over which any of them maintained or maintains and/or exercised or exercises control, including, but not limited to: (a) all securities, investments, funds, digital currencies, real estate, vehicles, aircraft, watercraft, recreational vehicles, jewelry and other assets, stating the location of each; (b) all patents and other intellectual property, including documents of the grants of intellectual property, all documents used in support of the

applications, all models or samples of products that are the subject of intellectual property grants, and any documents showing the assignment, sale, or licensing of any intellectual property, and;

(c) any and all accounts, including all funds held in such accounts, with any bank, brokerage or other financial institution, including the account statements from each bank, brokerage or other financial institution;

b. Identifying every safe deposit box, commercial mail box, business office, storage facility, or other building or facility belonging to, for the use or benefit of, controlled by, or titled in the name of any Receivership Defendant, or subject to access by any Receivership Defendant or other person subject to the asset freeze in Section I. of this Order;

c. Identifying all credit, bank, charge, debit, stored-value, or other deferred payment card issued to or used by each Receivership Defendant including, but not limited to, the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

d. Identifying for the Entity Receivership Defendants: (a) the names, contact information, and number of shares for all shareholders as of November 23, 2015 and all purchases and sales of stock, including common and preferred shares, since November 23, 2015, which information shall include identification of the buyers and sellers, the number of shares transferred, the dates of the transfers, and the value of the transfers and (b) the names and contact information for transfer agents, market makers, attorneys, and accountants who provided services to IAS relating to its status as an issuer and/or publicly-held company;

e. Of all assets received by any of the Receivership Defendants from any person or entity, including the value, location, and disposition of any assets so received;

f. Of all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in the United States' complaint.

The submission must clearly identify, among other things, all purchases of solar lenses or alternative energy systems or other products sold by Receivership Defendants, the dates and amounts of the purchases, and the current location of funds received from the sales;

g. Of all expenditures exceeding \$1,000 made by any of them, including those made on their behalf by any person or entity, and;

h. Of all transfers of assets by them, including a description or identification of: (i) the assets, (ii) the transferee(s) of the assets, (iii) the date of the transfers, (iv) the amount (or value) of the assets transferred, (v) a description of any goods or services received in exchange for the assets including the value of any goods or services received, and; (vi) to the best of your knowledge, the current location of the assets.

26. Within thirty (30) days of the entry of this Order, the Receivership Defendants shall provide to the Receiver and counsel for the United States copies of the Receivership Defendants' federal income tax returns for the fiscal or calendar years beginning with January 1, 2010, with all relevant and necessary underlying documentation.

27. Johnson and Shepard, as well as all past and/or present officers, directors, agents, attorneys, managers, shareholders, employees, accountants, debtors, creditors, managers and general and limited partners of the Entity Receivership Defendants, and other appropriate persons or entities, including the family members of Johnson and Shepard, shall promptly

answer under oath to the Receiver all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Defendants or any other matter relevant to the operation or administration of the receivership or collection of funds due to the Receivership Defendants. In the event that the Receiver deems it necessary to require the appearance of the aforementioned persons or entities, the Receiver shall make his/her discovery requests in accordance with the Federal Rules of Civil Procedure.

28. Counsel or other retained parties who prepared or submitted intellectual property applications for Johnson, RaPower-3, or IAS shall provide to the Receiver all information requested by the Receiver relating to the applications, intellectual property rights granted, transfer of intellectual property rights, and information regarding the present holders or owners of those rights.

VII. Repatriation of Foreign Assets and Documents

29. The Receivership Defendants are hereby ordered to forthwith transfer to the Receiver all Receivership Property outside the United States held jointly or singly or under their direct or indirect ownership or control, in whole or in part, with such Receivership Property transferred to the possession of the Receiver or to one or more accounts as may be determined by the Receiver.

30. The Receivership Defendants shall provide to the Receiver full and complete access to records of their accounts or assets held by any financial institutions outside the United States and shall deliver to the Receiver and counsel for the United States such consents to release financial records or assets as may be reasonably requested by the Receiver or the United States.

31. In furtherance of the foregoing repatriation provisions, the Receivership Defendants, their successors and assigns, and their officers, agents, servants, employees, affiliates, and

attorneys, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of foreign Receivership Property, or in the hindrance of the repatriation required by this Order, including, not limited to:

a. Sending any statement, letter, fax, email or wire transmission, or telephoning or engaging in any act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a “duress” event has occurred under the terms of foreign trust agreement, until such time that all Receivership Property has been fully repatriated pursuant to this Order; and

b. Notifying any trustee, trust protector, or other agent of any foreign company, trust, or similar entity of either the existence of this Order, or of the fact that repatriation is required pursuant to court order, until such time that all Receivership Property has been fully repatriated pursuant to this Order.

32. In the Receiver’s sole discretion, after consultation with counsel for the United States, the Receiver may take such steps as are necessary or appropriate to repatriate to the territory of the United States, all Receivership Property that is located outside the territory of the United States and to prevent any transfer, disposition, or dissipation whatsoever of any Receivership Property located outside the United States.

33. Within thirty (30) days of the date of this Appointing Order, the Receivership Defendants shall file with the Court and serve upon the Receiver and counsel for the United States a sworn statement: (a) certifying their compliance with the repatriating provisions of this

Order; (b) describing actions they have taken to repatriate assets to territory of the United States; (c) describing any assets that remain outside the jurisdiction of the United States, and; (d) explaining reasons any assets outside the jurisdiction of the United States have not been repatriated.

VIII. Cooperation with Receiver, Injunction Against Interference

34. The Receivership Defendants and all persons receiving notice of this Order by personal service, facsimile, electronic transmission or otherwise, are hereby restrained and enjoined 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/her duties, including conduct that would or might:

a. Interfere with the Receiver's efforts to take control, possession or management of any Receivership Property; such prohibited actions include, but are not limited to, using self-help or executing or issuing (or causing the execution or issuance of) any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

b. Hinder, obstruct, or otherwise interfere with the Receiver in the performance of his/her duties; such prohibited actions include, but are not limited to, concealing, destroying or altering records or information;

c. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include, but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any Receivership Property, enforcing judgments,

assessments or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by any Receivership Defendant or which otherwise affects any Receivership Property; or

d. Interfere with or harass the Receiver or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Estate.

35. All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, or in the name of, or for the benefit of, directly or indirectly, the Receivership Defendants that receive actual notice of this Order by personal service, electronic transmission or otherwise shall:

a. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants except upon written instructions from the Receiver;

b. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court;

c. Deny Receivership Defendants access to any safe deposit box without the written consent of the Receiver;

d. Within five (5) business days of receipt of notice of this Order, file with the Court and serve on the Receiver and counsel for the United States a certified statement setting forth, with respect to each such account or other asset, a balance in the account or description of the assets as of the close of business on the date of receipt of the notice, and;

e. Cooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

36. All persons and entities owing any obligation, debt, or distribution to any Receivership Defendant shall, until further order of this Court, pay all such obligations to the Receiver, in accordance with the terms thereof and the Receiver's receipt of such payments shall have the same force and effect as if the Receivership Defendant had received such payment. Prior to depositing or cashing any payments made to the Receiver, the Receiver shall investigate whether the payor is a person or entity who purchased a solar lens or alternative energy system or other product from Defendants. If so, the Receiver shall return the payment along with a copy of the Court's Initial Order and Injunction After Trial⁸ or final opinion and order of injunction once issued.

37. Subject to payment for services provided, any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to the Receivership Defendants shall maintain such service and transfer any such accounts to the Receiver unless instructed to the contrary by the Receiver.

38. The Receiver shall not be responsible for payment or performance of any obligations of the Receivership Defendants that were incurred by or for the benefit of, the Receivership Defendants prior to the date of this Order, including but not limited to any agreement with third-party vendors, landlords, brokers, purchasers or other contracting parties.

⁸ ECF Doc. No. 413.

39. Upon the request of the Receiver, the United States Marshal Service, in any judicial district, is hereby ordered to assist the Receiver in carrying out his duties to take possession, custody and control of, or identify the location of, any assets, records or other materials belonging to the Receivership Estate.

40. All attorneys, accountants and auditors who have represented RaPower-3, IAS, and LTB1, LLC shall cooperate fully with the Receiver in providing the Receiver the contents of their files relating to those representations, without asserting any claim of attorney-client or accountant-client privilege.

41. 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 of this Order, the Preservation Order,⁹ or the Memorandum Decision.¹⁰

42. In the event any person fails to deliver or transfer any Receivership Property or otherwise fails to comply with any provision of Section VIII, the Receiver may file *ex parte* an “Affidavit of Non-Compliance” regarding the failure, provided, however, if such an Affidavit of Non-Compliance is directed to a Receivership Defendant, such Receivership Defendant shall be entitled to ten (10) days’ notice thereof (unless shortened by an order of this Court) and an opportunity to be heard. Except as set forth above, upon the filing of the affidavit, the Court may authorize, without additional process or demand, writs of possession or sequestration or other equitable writs requested by the Receiver. The writs shall authorize and direct the United States

⁹ ECF Doc. No. 419.

¹⁰ ECF Doc. No. 444.

Marshal or any federal or state law enforcement officer to seize the Receivership Property, document, or other thing and to deliver it to the Receiver.

IX. Stay of Litigation

43. The proceedings described below, excluding the instant proceeding and all policy or regulatory actions and actions of the United States related to the above-captioned action, are stayed until further order of this Court:

All civil legal proceedings of any nature, including but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Defendants, including subsidiaries, partnerships or joint ventures; or (d) any of the Receivership Defendants' past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity – whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise.

Such proceedings are hereinafter referred to as “Ancillary Proceedings.”

44. The Receiver shall file a notice of stay in any and all currently pending litigation (excluding this action) and in any and all actions that may be filed against Receivership Defendants while the receivership is ongoing.

45. The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or employment of process.

46. All Ancillary Proceedings are stayed in their entirety, and all courts having any jurisdiction thereof are enjoined from taking or permitting any action until further order of this Court. Further, as to a cause of action accrued or accruing in favor of one or more of the Receivership Defendants against a third person or party, any applicable statute of limitation is

tolled during the period in which the injunction against commencement of legal proceedings is in effect as to that cause of action.

47. Upon a determination by the Receiver that action should be taken in any of the Ancillary Proceedings, the Receiver shall seek a lift of stay of litigation from this Court prior to taking any action in that(those) Ancillary Proceeding(s).

X. Notice to Third Parties

48. The Receiver shall promptly give notice of his/her appointment to all known officers, directors, agents, employees, shareholders, creditors, debtors, managers and general and limited partners of the Receivership Defendants as the Receiver deems necessary or advisable to effectuate the operation of the Receivership.

49. In furtherance of his/her responsibilities, the Receiver is authorized to communicate with and/or serve this Order upon any person, entity, or government office that he/she deems appropriate to inform of the status of this matter and/or the financial condition of the Receivership Estate. All government offices which maintain public files of securities interests in real and personal property shall, consistent with such office's applicable procedures, record this Order upon the request of the Receiver or counsel for the United States.

50. The Receiver is authorized to instruct the United States Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the business, operations, or activities of any of the Receivership Defendants (the "Receiver's Mail"), including all mail address to, or for the benefit of, the Receivership Defendants. The Postmaster shall not comply with, and shall immediately report to the Receiver, any change of address or other instruction given by anyone other than the Receiver concerning the Receiver's Mail. The Receivership Defendants shall not

open any of the Receiver's Mail and shall immediately turn over such mail, regardless of when received, to the Receiver. All personal mail of Johnson or Shepard, and/or any mail appearing to contain privileged information, and/or any mail not falling within the mandate of the Receiver, shall be released to the named address by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private mail box, depository, business or service, or mail courier or delivery service hired, rented or used by the Receivership Defendants. The Receivership Defendants shall not open a new mailbox or take any steps or make any arrangements to receive mail in contravention of this Order, whether through the U.S. mail, a private mail depository or courier service.

XI. Managing Assets

51. The Receiver shall establish one or more custodial accounts at a federally insured bank to receive and hold all cash equivalent Receivership Property (the "Receivership Funds").

52. The Receiver's deposit accounts shall identify the account as a receivership account by using a label on the account such as "[name], Receiver for RaPower-3" or "Receivership Estate of RaPower-3."

53. Except as otherwise provided in this Order and specifically as provided in Section XII of this Order relating to Claims Processing and Distribution, the Receiver may, after consultation with counsel for the United States and without further order of this Court, transfer, compromise, sell, or otherwise dispose of any Receivership Property other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard for the realization of the true and proper value of such Receivership Property.

54. Subject to Paragraph 55, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker to sell or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estate, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value or such real property.

55. Upon further order of this Court, pursuant to such procedures as may be required by this Court and additional authority, such as [28 U.S.C. §§ 2001](#) and 2002, the Receiver is authorized to sell, and transfer clear title to, all real property in the Receivership Estate.

56. The Receiver is authorized to take all actions to manage, maintain, and/or wind down business operations of the Receivership Estate, including making legally-required payments to the United States, creditors, employees, and agents of the Receivership Estate and communicating with vendors, investors, government and regulatory authorities, and others, as appropriate.

57. The Receiver shall take all necessary steps to enable the Receivership Funds to obtain and maintain the status of a taxable “Settlement Fund,” within the meaning of Section 468B of the Internal Revenue Code and or the regulations, when applicable, whether proposed, temporary or final, or pronouncements thereunder, including the filing of the elections and statements contemplated by those provisions. The Receiver shall be designated the administrator of the Settlement Fund, pursuant to [Treas. Reg. § 1.468B-2\(k\)\(3\)\(i\)](#), and shall satisfy the administrative requirements imposed by [Treas. Reg. § 1.468B-2](#), including, but not limited to: (a) obtaining a taxpayer identification number, (b) timely filing applicable federal, state, and local

tax returns and paying taxes reported thereon, and (c) satisfying any information, reporting or withholding requirements imposed on distributions from the Settlement Fund. The Receiver shall cause the Settlement Fund to pay taxes in a manner consistent with treatment of the Settlement Fund as a “Qualified Settlement Fund.” The Receivership Defendants shall cooperate with the Receiver in fulfilling the Settlement Fund’s obligations under [Treas. Reg. § 1.468B-2](#).

XII. Investigate and Prosecute Claims

58. Subject to the requirement that leave of this Court is required to commence or resume litigation, the Receiver is authorized, empowered and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court proceeding of any kind as may in his discretion, and after consultation with counsel for the United States, be advisable or proper to recover and/or conserve Receivership Property.

59. Subject to his/her obligation to expend receivership funds in a reasonable and cost-effective manner, the Receiver is authorized, empowered and directed to investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted and after obtaining leave of this Court to institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estates, as the Receiver deems necessary and appropriate; the Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, collection of debts, and such other relief from this Court as may be necessary to enforce this Order. Where appropriate, the Receiver should provide prior notice to counsel for the United States before commencing investigations and/or actions.

60. The Receiver hereby holds, and is therefore empowered to waive, all privileges, including the attorney-client privilege and accountant-client privilege, held by all Entity Receivership Defendants.

61. The Receiver has a continuing duty to ensure there are no conflicts of interest between the Receiver, his Retained Personnel (as the term is defined below), and the Receivership Estate.

XIII. Bankruptcy Filing

62. The Receiver may seek authorization from this Court to file voluntary petitions for relief under Title 11 of the United States Code (the “Bankruptcy Code”) for the Receivership Defendants. If a Receivership Entity is placed in bankruptcy proceedings, the Receiver may become, and may be empowered to operate the Receivership Estate as, debtor in possession. In such a situation, the Receiver shall have all the powers and duties as provided a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity.

63. The Stay of Litigation provisions, in Section IX above, bar any person or entity other than the Receiver, from placing any of the Receivership Defendants in bankruptcy proceedings.

64. The Receiver is placed on notice that RaPower-3’s most recent bankruptcy filing (Case No. 2:18-cv-00608-DN (D. Utah)) was dismissed as a bad faith filing and that RaPower-3 is barred from filing a bankruptcy petition for 180 days following the dismissal of that petition.¹¹ To the extent that the Receiver determines a bankruptcy petition is appropriate with respect to RaPower-3, the Receiver shall do so only after 180 days of the dismissal of the prior bankruptcy

¹¹ Case No. 2:18-cv-00608-DN (D. Utah), ECF Doc. 51; ECF Doc. 52; ECF Doc. 54.

proceeding or if the United States has no objection and the Receiver applies for permission from this Court.

XIV. Administration of the Receivership Estate

65. Until further order of this Court, the Receiver shall not be required to post bond or give undertaking of any type in connection with his/her fiduciary obligations in this matter.

66. The Receiver is authorized to solicit persons and entities (“Retained Personnel”) to assist him/her in carrying out the duties and responsibilities in this Order. The Receiver shall first obtain Court approval before retaining counsel and accountants for the Receivership Estate.

67. The Receiver and Retained Personnel, acting within the scope of such agency are entitled to rely on all outstanding rules of law and orders of this Court and shall not be liable to anyone for their own good faith compliance with any order, rule, law, judgment, or decree. In no event shall the Receiver or Retained Personnel be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel nor shall the Receiver or Retained Personnel be liable to anyone for actions taken or omitted by them except upon a finding by this Court that they acted or failed to act as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties.

68. Nothing contained in this Order, nor the grant or exercise of any powers provided for herein by the Receiver shall cause said Receiver to be considered a past or present owner, operator, or other potentially responsible or liable party pursuant to any provision of the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), [42 U.S.C. § 9601 et seq.](#); the Hazardous Site Response Act (“HSRA”), [O.C.G.A. § 12-8-90 et seq.](#); or incur liability based on ownership or operation of the Receivership Property pursuant to any

other statutory, regulatory, common law or strict liability theory. Furthermore, to the extent hazardous substances, wastes or constituents are known or discovered to be present on Receivership Property, the Receiver shall not be considered to be in any direct or indirect contractual relationship with any party responsible for such substances, wastes or constituents pursuant to CERCLA and/or HSRA, and shall instead to be considered to be acting solely in a “fiduciary capacity” with respect to the Receivership Property, pursuant to 42 U.S.C. § 107(n) of CERCLA, and § 12-8-92(7)(C) of HSRA.

69. At the request of counsel for the United States, the Receiver shall provide counsel for the United States with any documentation or information requested that is reasonably related to the United States’ duties in connection with this section of the Receivership Estate or that may be necessary to meet its reporting requirements or that is otherwise necessary to further the mission of the United States’ Department of Justice. The Receiver may cooperate with other government agencies investigating the conduct described in the United States’ complaint and share information he/she has learned or documents recovered through his/her work as Receiver.

70. The Receiver need not obtain Court approval prior to the disbursement of Receivership funds for expenses in the ordinary course of the administration and operation of the Receivership Estate. Further, prior Court approval is not required for payments of applicable federal, state, or local taxes.

71. The Receiver and Retained Personnel are entitled to reasonable compensation and expense reimbursement which shall be paid from the Receivership Estate upon approval of the Court, with prior notice and opportunity for the United States to respond within 14 days to any fee application.

72. Unless otherwise ordered, within forty-five (45) days after the end of each calendar quarter, the Receiver and Retained Personnel shall apply to the Court for compensation and expense reimbursement from the Receivership Estate (the “Quarterly Fee Applications”). At least thirty (30) days prior to the filing of each Quarterly Fee Application with the Court, the Receiver shall serve upon counsel for the United States a complete copy of the proposed Application, together with all exhibits and relevant billing information.

73. All Quarterly Fee Applications will be interim and will be subject to cost benefit and final review at the close of the receivership. At the close of the receivership, the Receiver shall file a final fee application, describing in detail the costs and benefits associated with all litigation and other actions pursued by the Receiver during the course of the receivership.

74. Each Quarterly Fee Application shall:

- a. Comply with the terms of any billing instructions agreed to by the Receiver;
- b. Include a certification by the applicant that the certifying professional has read the Application and that to the best of the applicant’s knowledge, information and belief formed after reasonable inquiry, the Application and all fees and expenses therein are true and accurate;
- c. Contain representations that: (i) the fees and expenses included therein were incurred in the best interests of the Receivership Estate, and; (ii) the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of

compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

75. This Court shall retain jurisdiction over any action filed against the Receiver or Retained Personnel based upon acts or omissions committed in their representative capacities.

76. In the event the Receiver decides to resign, the Receiver shall first give written notice to the Court and counsel for the United States of his/her intention, and the resignation shall not be effective until the Court appoints a successor. The Receiver shall then follow such instructions as the Court may provide.

XV. Living Expenses for Johnson and Shepard, Use of Receivership Assets

77. Within thirty (30) days of the entry of this Order, the Receiver shall investigate the monthly income and living expenses of Johnson and Shepard and make a recommendation to the Court regarding whether any monthly living expenses should be paid out of the Receivership Property to Johnson and/or Shepard. The Receiver shall take into account whether Johnson and/or Shepard have any Non-Receivership Property or access to any assets or property from sources other than the Receivership Property or from assets that the Receiver decides to abandon or otherwise dispose of in the course of the receivership. The Receiver shall not pay any monthly living expenses to Johnson and/or Shepard in any month where there is insufficient funds in the Receivership bank accounts to pay the living expenses or in any month where Johnson and/or Shepard are not in substantial, good faith compliance with orders of this Court.

78. Johnson or Shepard may make application to the Receiver to use Receivership Property. Such application should include an explanation of the reasons for the request. The Receiver may consult with counsel for the United States before deciding whether to grant or

deny the application. If the Receiver grants the request, the Receiver may condition the granting of the request on a reduction in the amount of monthly living expenses to be paid to the Defendant and on a finding that the Defendant is in substantial, good faith compliance with orders of this Court.

79. If Johnson or Shepard disagree with a decision by the Receiver regarding applications to use Receivership Property or payment of monthly living expenses, they may file a motion with the Court requesting an order directing the Receiver to make payments or allow use of the Receivership Property.

80. No funds belonging to the Receivership Estate, other than the monthly living expenses, if any, paid to Johnson and Shepard, may be used to pay legal fees for any Receivership Defendant without approval of the Receiver or order of the Court.

81. The Receiver may, in his/her discretion, permit Johnson and Shepard to directly withdraw the monthly living expenses from a designated bank account and require Johnson and Shepard to account for the withdrawal on a monthly basis in a form determined by the Receiver.

XVI. Reports and Recommendations

82. The Receiver is authorized, empowered and directed to develop a plan for the fair, reasonable, and efficient recover and liquidation of all remaining, recovered, and recoverable Receivership Property.

83. Within sixty (60) days from the entry of this Order, the Receiver shall file with the Court an accounting of the Receivership Estate reflecting (to the best of the Receiver's knowledge) the existence, value and location of all Receivership Property and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal

obligations of the Receivership Estate (the “Initial Accounting”). The Receiver shall also detail his/her efforts in locating Receivership Property and what, if any, additional efforts need to be undertaken to provide a full accounting of the Receivership Estate to this Court.

84. As part of the Initial Accounting, the Receiver is directed to investigate the publicly-traded status of IAS and provide a recommendation to the Court on whether IAS should remain a publicly traded company or should otherwise be liquidated and dissolved. The Receiver’s Initial Accounting should describe in details his/her findings and recommendations and include the following:

a. A summary of IAS’s reporting and disclosures obligations, whether by the SEC or any other federal, state or local regulatory agency, and whether IAS is current in those obligations;

b. An estimate of how long it will take the Receiver to conduct an investigation, gather the necessary information, and file any reports or other information required by the reporting and disclosure obligations referenced in subparagraph a.;

c. A summary of the trading of IAS stock from the initiation of this lawsuit on November 23, 2015, specifically outlining the trading conducted by Johnson, Shepard, their family members, and other insiders;

d. A summary of the shares of stock currently owned by Johnson, Shepard, and their family members, whether directly or indirectly, including through spouses and the subsidiary and affiliated entities described in paragraph 1, above;

e. A determination by the Receiver as to whether trading of IAS stock should be suspended; the Receiver is authorized to request the appropriate entity to suspend the trading

of IAS stock prior to filing the Initial Accounting and if the Receiver does so, the Receiver shall include the details of that request in the Initial Accounting, and;

f. The Receiver's plan for the future of IAS which may include: continuing any operations of the business unrelated to the solar energy scheme or liquidating the business; to the extent that the Receiver determines there are no operations unrelated to the solar energy scheme, the Receiver shall propose a liquidation plan rather than sell the shell entity and its "public company" status.

85. Within a reasonable time after the end of each calendar quarter, but no later than thirty (30) days after the end of each calendar quarter, the Receiver shall file a "Quarterly Status Report." The Quarterly Status Report shall, for the prior calendar quarter: (a) describe significant developments in the Receivership Estate during the quarter; (b) describe in summary form the assets recovered and disposed of during the quarter; (c) describe the status of litigation initiated, settled, or in progress during the quarter; (d) summarize receipts and disbursements during the quarter and the general financial operations and status of the Receivership Estate; (e) describe the extent to which the Receivership Defendants, or others subject to the requirements of this Receivership Order, have failed to cooperate with or comply with demands from the Receiver, and; (f) describe the Receiver's plans for moving forward to accomplish the objectives of the Receivership.

86. At the close of the Receivership, the Receiver shall submit a final accounting in connection with a motion to close the Receivership Estate as well as the Receiver's final application for compensation and expense reimbursement.

XVII. Claims Process and Distributions

87. If it appears to the Receiver that proceeds from liquidation of the Receivership Estate will exceed the costs of administering the Receivership Estate and the amount necessary to satisfy the obligation to the United States, the Receiver may propose to the Court a claims process to be administered by the Receiver. The United States shall not be required to submit a claim as part of any claims process proposed to the Court.

88. After payment of allowed costs of administering the Receivership Estate, the Receiver shall distribute proceeds from the liquidation of the Receivership Estate as follows:

a. **First Priority:** The United States Department of Justice, for its costs that will be awarded under [28 U.S.C. § 1920](#) and any other costs this Court may award. This payment shall be paid in full before any distributions to lower priority claims.

b. **Second Priority:** To the United States, in an amount of \$14,207,517. This payment shall be made in full before any amounts are paid to any other claimants.

c. **Third Priority:** To a Receivership Defendants' customer who files a claim with the Receiver with sufficient evidence to show:

i. The customer's investment or payments to Defendants for "solar lenses," "alternative energy systems," or other products sold by Defendants;

ii. All payments or credits from Defendants to the customer, including rental payments, bonus payments, salaries, distributions, and commissions and overrides or similar payments due to multilevel marketing;

iii. A copy of any filed tax return on which the customer claimed a tax deduction or tax credit relating to Defendants' "solar lenses" or "alternative energy systems;"

iv. The resolution of all the customer's issues with the Internal Revenue Service regarding any tax deduction or tax credit relating to or arising from "solar lenses" or "alternative energy systems" or other products purchased from Defendants. To the extent that a customer does not have an outstanding assessment for taxes, interest and penalties relating to Defendants' "solar lenses" or "alternative energy systems" or has not been required to pay back taxes, interest, or penalties because the tax deduction and/or tax credits relating to Defendants' "solar lenses" or "alternative energy systems" have not been audited and/or disallowed by the Internal Revenue Service, the customer shall not be entitled to compensation as a "Third Priority" claimant;

v. If a customer has not yet resolved any outstanding tax issues relating to Defendants' "solar lenses" or "alternative energy systems" with the Internal Revenue Service, the customer can file a claim with the Receiver and request assistance in resolving its outstanding tax issues. For any customer that requests assistance, the Receiver shall forward a copy of all documents submitted by the customer to a designated representative of the Internal Revenue Service with a copy to counsel for the United States. If the customer can resolve its issues with the Internal Revenue Service prior to the date the Receiver distributes any assets or monies to the Third Priority claimants, the customer shall be deemed a Third Priority claimant and may be entitled to payments under this subsection. The Receiver is authorized to set a deadline for claims to be filed, but that deadline shall be no later than [nine (9)] months after the entry of this Order and

the appointment of the Receiver. The Receiver is authorized to request additional information from any customer or deem a customer's submission to be insufficient for the purpose of determining whether the customer is a Third Priority claimant and entitled to payment under this subsection. Before any funds to customers determined to be Third Priority claimants are paid, the Receiver shall file a report with the Court showing the list of customers who filed claims with the Receiver, the Receiver's determination as to whether those customers qualify as Third Priority claimants, and the proposed amount to be paid to each customer. The parties shall have fourteen (14) days to respond and/or object to the payments the Receiver intends to make. Payments to claimants shall be made on a pro rata basis of the amount paid by the claimant to Defendants less all amounts received by the claimant from Defendants.

d. **Fourth Priority:** To the extent that there are any remaining assets or funds in the Receivership Estate that can be liquidated and/or distributed, the remainder shall be paid to the United States until or unless the total payments to First, Second, Third, and Fourth Priority claimants reaches \$50,025,480.

e. **Fifth Priority:** The Receiver is authorized to solicit claims from other persons who may be owed money by any Defendant, including any customers who do not otherwise qualify as Third Priority claimants. To the extent that there are any remaining assets or funds in the Receivership Estate that can be liquidated and/or distributed after the payment of expenses of administering the Receivership Estate and the First through Fourth Priority claimants, the Receiver has the discretion to determine which, if any, additional claims should be

paid from the remainder. The Receiver is authorized to solicit claims from non-customers, including utility providers, suppliers, contractors, service providers, and other similar persons and entities within the same nine (9) months that it solicits claims from customers. As part of the recommendation the Receiver makes to the Court with respect to the Third Priority claimants, the Receiver shall also provide a recommendation to the Court as to whether any claims solicited from what are considered Fifth Priority claimants should be paid prior to the Third and Fourth Priority claimants. The Receiver shall include in its recommendation the name of such Fifth Priority claimants, the relationship of each such claimant(s) to the Defendants, and a brief explanation as to why its claim shall be paid before the Third and Fourth Priority claimants. As described in subparagraph c. above, the parties shall have fourteen (14) days to respond and/or object to the Receiver's recommendation.

f. **Residual Receivership Estate:** To the extent that there are any remaining assets or funds in the Receivership Estate that can be liquidated and/or distributed after the payment of expenses of administering the Receivership Estate and the First through Fifth Priority claimants, the residual shall revert to Defendants.

89. The Receiver may coordinate and share information with counsel for the United States and the Internal Revenue Service in evaluating claims submitted and making recommendations to the Court on the allowance and payment of claims.

90. The Receiver is authorized to make distributions of available funds in the Receivership Estate to the United States of up to \$14,207,517 without further order of this Court. The distributions need not be made in one lump sum payment but may be made over time as assets and funds become available for payment.

XVIII. Miscellaneous Provisions

91. At the request of the Receiver, the Clerk of the Court is directed to provide certified copies of this Order or other orders of this Court to the Receiver at no cost to the Receiver.

92. If any persons subject to this Order fail to comply with the terms herein, the Receiver or counsel for the United States is permitted to initiate contempt proceedings.

93. The Receiver and his/her Retained Personnel shall keep time records to support their fee applications. Time records must set forth in reasonable detail an appropriate narrative description of the services rendered along with the time spent on those services. The time records should be kept in a manner that enables the Receiver and his/her Retained Personnel to track time spent on specific litigation matters or other tasks related to the administering of the Receivership.

94. The Receiver shall retain all records relating to the Receivership for a period of not less than three (3) years after the Receivership has been closed. The Receiver shall provide copies of any records, information, or documents to counsel for the United States if necessary for counsel's record-keeping obligations or other statutory and regulatory responsibilities and duties.

95. The Receiver is authorized to request a modification of this Order from this Court during the life of the Receivership if the Receiver determines that a modification is necessary for the proper administration of the Receivership Estate.

Dated _____

BY THE COURT:

David Nuffer
United States District Judge