

Jonathan O. Hafen (6096) (jhafen@parrbrown.com)
Joseph M.R. Covey (7492) (jcovey@parrbrown.com)
Cynthia D. Love (14703) (clove@parrbrown.com)
Michael S. Lehr (16496) (mlehr@parrbrown.com)
PARR BROWN GEE & LOVELESS, P.C.
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Telephone: (801) 532-7840
Facsimile: (801) 532 7750

Attorneys for Court-Appointed Receiver 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.

**NOTICE OF INTENT TO SERVE
SUBPOENA TO ROGER HAMBLIN**

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

The Honorable David Nuffer

Pursuant to Rule 45(a)(4) of the *Federal Rules of Civil Procedure*, Wayne Klein, the Court-Appointed Receiver (the “Receiver”) of RaPower-3, LLC, International Automated Systems, Inc., and LTB1, LLC (collectively “RaPower-3”), as well as certain subsidiaries and entities affiliated with RaPower-3 and the assets of Neldon Johnson (“Johnson”) and R. Gregory Shepard (“Shepard”), hereby gives notice of his intent to serve a Subpoena for the production of documents upon Roger Hamblin. A copy of the foregoing subpoena is attached hereto as Exhibit A.

DATED this 21st day of December, 2018.

PARR BROWN GEE & LOVELESS

/s/ Michael S. Lehr

Jonathan O. Hafen

Joseph M.R. Covey

Cynthia Love

Michael S. Lehr

Attorneys for Receiver

IT IS HEREBY CERTIFIED that service of the above **NOTICE OF INTENT TO SERVE SUBPOENA TO ROGER HAMBLIN** was electronically filed with the Clerk of the Court through the CM/ECF system on December 21st, 2018, which sent notice of the electronic filing to all counsel of record.

/s/ Michael S. Lehr

EXHIBIT “A”

Jonathan O. Hafen (6096) (jhafen@parrbrown.com)
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**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
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RAPOWER-3, LLC; INTERNATIONAL
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JOHNSON; and ROGER FREEBORN,

Defendants.

SUBPOENA TO ROGER HAMBLIN

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

The Honorable David Nuffer

TO: Roger Hamblin
495 W. Tenaya Drive
Ivins, UT 84738

YOU ARE HEREBY COMMANDED to produce documents and things, including without limitation electronically-stored information, described in Exhibit A attached hereto that are in your possession, custody, and control and to mail or otherwise deliver the copies to Michael Lehr, Parr Brown Gee & Loveless, P.C., 101 S. 200 E., Suite 700, Salt Lake City, Utah

84111, mlehr@parrbrown.com, on or before January 11, 2019. The text of *Federal Rules of Civil Procedure* 45(d), (e), and (g), along with DUCiv 37-1 are attached hereto as Exhibit B.

DATED this ___ day of December, 2018.

PARR BROWN GEE & LOVELESS

Jonathan O. Hafen
Joseph M.R. Covey
Cynthia Love
Michael S. Lehr
Attorneys for Receiver

EXHIBIT A

Definitions

As used below, the following terms have these definitions:

A. The term “YOU,” “YOUR,” “YOURS” shall mean and refer to Roger Hamblin including without limitation any agents, employees, consultants, officers, managers, and attorneys, and any other person, entity, or representative acting for or on his behalf.

B. The term “N.P. Johnson Family Limited Partnership” shall mean and refer to Receivership Entity N.P. Johnson Family Limited Partnership, in the above-captioned lawsuit, including without limitation any person or entity acting as its agent or representative.

C. The term “DCL-16A” shall mean and refer to Receivership Entity DCL-16A, Inc. in the above-captioned lawsuit, including without limitation any person or entity acting as its agent or representative.

D. The term “Receivership Defendants” shall mean and refer to RaPower-3, LLC, International Automated Systems, Inc., LTBI, LLC, R. Gregory Shepard, and Neldon Johnson in the above-captioned lawsuit, including without limitation any person or entity acting as their agent or representative.

C. The terms “DOCUMENT” and “DOCUMENTS” shall mean and refer to anything that may be considered a document or tangible thing within the meaning of Rule 34 of the *Federal Rules of Civil Procedure*. This definition includes, but is not limited to, any and all writings, recordings, photographs, and other records, including originals and duplicates. To illustrate, “documents” include, but are not limited to, memoranda, communications, letters, written materials, reports, records, personal calendars and diaries, minutes, contracts, memoranda or electronic recordings of telephonic or personal communications, tape recordings, films, prints, negatives, stenographic notes, maps, drawings, plans, schematics, blueprints, sketches, email communications, documents evidencing payment, intraoffice and interoffice memoranda, memoranda for file, computer-stored data, and computer printouts.

The terms “DOCUMENT” and “DOCUMENTS” shall also include all non-identical copies (whether different from the originals because of any alterations, notes, comments, or other material contained therein or attached thereto or otherwise) and drafts of all written, printed, recorded, or graphic matter of every kind and description, together with any attachment thereto or enclosure therewith.

D. The term “COMMUNICATIONS” shall mean any oral or written, formal or informal, at any time or place and under any circumstances whatsoever, by which information of any nature was transmitted or transferred, including, without limitation, the giving or exchanging of information by speech, gestures, documents, or any other means, or any request for information by any such means.

E. “AND” and “OR” shall have both conjunctive and disjunctive meanings.

F. “RELATE” and “RELATED” shall mean—in whole or in part—constituting, containing, discussing, describing, analyzing, identifying, evidence, referring to, or stating.

Documents Requested

1. Any and all financial statements for the N.P. Johnson Family Limited Partnership and DCL-16A from 2011 to present.

2. Any and all tax returns for the N.P. Johnson Family Limited Partnership and DCL-16A for each year since 2011.

3. Any and all documents related to or containing minutes of meetings of the N.P. Johnson Family Limited Partnership and DCL-16A since 2011.

4. Any and all documents you were given in January 2011 as identified in paragraph 2 of the Agreement Section of the Partnership Interest Sale and Transfer Agreement, attached hereto as Exhibit C.

5. Any and all documents identifying or otherwise indicating what interest you currently hold in the N.P. Johnson Family Limited Partnership and DCL-16A.

6. Any and all documents related to the sale or transfer of any interest in the N.P. Johnson Family Limited Partnership or DCL-16A.

7. Any and all documents related to the amounts you paid for interests in the N.P. Johnson Family Limited Partnership or DCL-16A.

8. Any and all documents identifying or otherwise indicating the tax identification numbers for the N.P. Johnson Family Limited Partnership and DCL-16A.

9. Any and all documents identifying the assets and liabilities of the N.P. Johnson Family Limited Partnership and DCL-16A, including but not limited to, documents related to any assets acquired by or disposed by the N.P. Johnson Limited Partnership and DCL-16A since January 2011.

10. Any and all documents related to the registration of the N.P. Johnson Family Limited Partnership and DCL-16A, including but not limited to, documents related to expiration and restatement.

11. Any and all documents related to business dealings you have had with Receivership Defendants, including but not limited to, all funds you have sent to any Receivership Defendant and all amounts you have received from any Receivership Defendants.

Exhibit B: Federal Rule of Civil Procedure 45(d),(e), and (g)

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney’s fees—on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

District of Utah Local Rule 37-1

(a) Discovery Disputes.

(1) The parties must make reasonable efforts without court assistance to resolve a dispute arising under Fed. R. Civ. P. 26-37 and 45. At a minimum, those efforts must include a prompt written communication sent to the opposing party:

(A) identifying the discovery disclosure/request(s) at issue, the responses thereto, and specifying why those responses/objections are inadequate, and;

(B) requesting to meet and confer, either in person or by telephone, with alternative dates and times to do so.

(2) If the parties cannot resolve the dispute, and they wish to have the Court mediate the dispute in accordance with Fed. R. Civ. P. 16(b)(3)(v), the parties (either individually or jointly) may contact chambers and request a discovery dispute conference.

(3) If the parties wish for the court to resolve the matter by order, the parties (either individually or jointly) must file a Short Form Discovery Motion, which should not exceed 500 words exclusive of caption and signature block.

(4) The Short Form Discovery Motion must include a certification that the parties made reasonable efforts to reach agreement on the disputed matters and recite the date, time, and place of such consultation and the names of all participating parties or attorneys. The filing party should include a copy of the offending discovery request/response (if it exists) as an exhibit to the Short Form Motion. Each party should also e-mail chambers a proposed order setting forth the relief requested in a word processing format.

(5) The parties must request expedited treatment as additional relief for the motion in CM/ECF to facilitate resolution of the dispute as soon as practicable. (After clicking the primary event, click Expedite.)

(6) The opposing party must file its response five business days after the filing of the Motion, unless otherwise ordered. Any opposition should not exceed 500 words exclusive of caption and signature block.

(7) To resolve the dispute, the court may:

(A) decide the issue on the basis of the Short Form Discovery Motion after hearing from the parties to the dispute, either in writing or at a hearing, consistent with DUCivR 7-1(f);

(B) set a hearing, telephonic or otherwise, upon receipt of the Motion without waiting for any Opposition; and/or

(C) request further briefing and set a briefing schedule.

(8) If any party to the dispute believes it needs extended briefing, it should request such briefing in the short form motion or at a hearing, if one takes place. This request should accompany, and not replace, the substantive argument.

(9) A party subpoenaing a non-party must include a copy of this rule with the subpoena. Any motion to quash, motion for a protective order, or motion to compel a subpoena will follow this procedure

(10) If disputes arise during a deposition that any party or witness believes can most efficiently be resolved by contacting the Court by phone, including disputes that give rise to a motion being made under Rule 30(d)(3), the parties to the deposition shall call the assigned judge and not wait to file a Short Form Discovery Motion.

(11) Any objection to a magistrate judge's order must be made according to Federal Rule of Civil Procedure 72(a), but must be made within fourteen (14) days of the magistrate judge's oral or written ruling, whichever comes first, and must request expedited treatment. DUCivR 72-3 continues to govern the handling of objections.

EXHIBIT “C”

PARTNERSHIP INTEREST SALE AND TRANSFER AGREEMENT

This Partnership Interest Sale and Transfer Agreement, hereinafter referred to as the "Agreement", is made and entered into this 14 day of January, 2011, by and between Neldon P. Johnson, an individual residing in Milliard County, State of Utah, hereinafter referred to as "SELLER", and Roger Hamblin, an individual residing in Washington County, State of Utah, hereinafter referred to as "BUYER".

BACKGROUND

1. SELLER is a General Partner and the owner of a Twenty Percent (20%) interest, hereinafter referred to as the "Partnership Interest", in the N.P. Johnson Family Limited Partnership, a Utah limited partnership, hereinafter referred to as the "Partnership".
2. BUYER is desirous of purchasing the interest of SELLER in the Partnership.
3. BUYER and SELLER desire to enter into an agreement providing for the transfer to BUYER of the Partnership Interest in consideration for the payment by Buyer of an agreed sum.

AGREEMENT

Now therefore, in consideration of the agreements, promises and covenants stated herein, the parties hereto agree as follows:

1. Transfer and Acceptance of Partnership Interest. SELLER does hereby convey, transfer and assign to BUYER, and BUYER does hereby accept all of the Partnership Interest of SELLER in the N.P. Johnson Family Limited Partnership. SELLER agrees to execute all necessary documents and to take all necessary action as may be requested from BUYER or its successor from time to time to effectuate the foregoing transfer and assignment. Subject to the consent to this Agreement of the other General Partner and the Limited Partners and the transfer effectuated by this Agreement, SELLER agrees to resign as a General Partner and BUYER hereby consents and agrees that LaGrand T. Johnson may thereafter serve as a General Partner of the Partnership, if so elected according to the Amended and Restated Partnership Agreement and applicable law.
2. Delivery of Records. Within ten (10) days of the date of this Agreement, SELLER shall deliver to BUYER a copy of all of the property, financial, and operational records of the Partnership which are in the possession of SELLER.

3. Notice of Assignment and Resignation. At the time of the execution of this Agreement, SELLER shall execute a Notice of Assignment and Resignation of General Partner, which is attached as Exhibit "A".

4. Representations of SELLER Regarding Patents. SELLER hereby represents and warrants that, to the best of his knowledge and belief, the Partnership is the assignee and owner the following U.S. Patents and U.S. Patent Applications, as well as one or more foreign patent applications or patents, which are based on one or more of the U.S. Patents or Applications listed below:

U. S. Patents

	<u>Patent No.</u>	<u>Title of Invention</u>
(1)	7,789,652	Fresnel lens angular segment manufacturing apparatus and method
(2)	7,789,651	Fresnel lens angular segment manufacturing apparatus and method
(3)	7,789,650	Fresnel lens angular segment manufacturing apparatus and method
(4)	7,705,560	Voltage controller
(5)	7,449,807	Magnetic transmission
(6)	7,314,347	Pressurized fluid bladeless turbine engine with opposing fluid intake assemblies
(7)	6,997,674	Pressurized fluid turbine engine

Pending U.S. Patent Applications

	<u>Pub. No.</u>	<u>Title of Invention</u>
(1)	20080262973	Apparatus and method for secured comercial transactions
(2)	20080184037	System and method for secured voting transactions

5. Transfer of Residual Interest. SELLER hereby represents that, to the best of his knowledge and belief, all of the rights to the Inventions identified above were previously assigned to the Partnership, and that the Partnership is the assignee of record for each of the U.S. Patents and U.S. Applications listed above. However, to the extent that SELLER may be deemed or found hereafter, by the U.S. Patent and Trademark Office, a court of law, or otherwise, to be the owner of any residual interest in any of the U.S. Patents or U.S. Patent Applications identified above, or any foreign patents or applications based on any of the U.S. Patents or U.S. Patent Applications identified above, hereinafter referred to collectively as the

"Residual Interests", SELLER does hereby assign, transfer and convey any and all such Residual Interests to BUYER.

6. Other Property Held by Partnership. In addition to the patents and patent applications identified above, SELLER represents that, to the best of his knowledge, the Partnership owns certain warrants for the common stock of International Automated Systems, Inc., hereinafter referred to as the "IAUS Warrants", and certain IAUS Preferred Stock, hereinafter referred to as the "IAUS Preferred Stock", which carries voting rights for International Automated Systems, Inc. The IAUS Warrants and the IAUS Preferred Stock is identified in the appraisal report attached as Exhibit "B". To the extent that SELLER may be deemed to own any residual interest in the IAUS Warrants or the IAUS Preferred Stock, such residual interest is hereby transferred to BUYER.

7. Purchase Price and Payment.

In consideration for the foregoing transfer of the Partnership Interest and any Residual Interests, BUYER shall pay to SELLER, at the time of the execution of this Agreement, the sum of Fifty Five Thousand Five Hundred Dollars (\$55,500.00), hereinafter referred to as the Purchase Price. BUYER and SELLER acknowledge their mutual understanding that the foregoing Partnership Interest has as an appraised value equal to the Purchase Price. A copy of the appraisal relied upon by the parties is attached as Exhibit "B".

Payment of the foregoing Purchase Price shall be by wire transfer to the following account:

Owner of Account: Neldon P. Johnson
Name of Bank: Bank of American Fork
Routing Number: 124301025
Account Number: 06209233

8. Cost of Appraisal. The parties agree that the appraiser performing the foregoing appraisal was retained by SELLER and that the cost of the appraisal shall be paid by SELLER.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

10. Further Assurances. The parties agree to execute whatever documents and to take whatever action may be required from time to time to effectuate the terms and provisions of this Agreement.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, administrators, executors and assigns of the Parties hereto.

12. Attorney's Fees. In the event of the breach of this Agreement by any of the parties, the injured party or parties shall be entitled to recover their costs and attorney fees incurred in enforcing this Agreement and in pursuing appropriate remedies at law or equity.

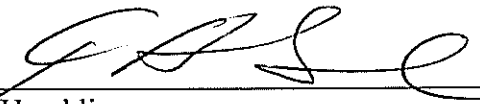
13. No Presumption Against Drafting Party. This Agreement has been drafted by all Parties and is not to be construed in favor of or against any Party, regardless of which Party drafted or participated in the drafting of its terms.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

15. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

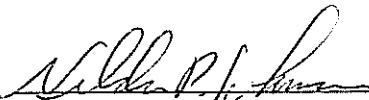
Executed the date stated above.

BUYER – ROGER HAMBLIN



Roger Hamblin

SELLER - NELDON P. JOHNSON



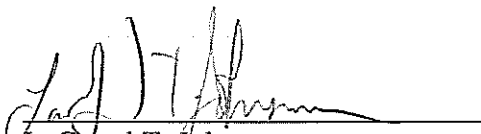
Neldon P. Johnson

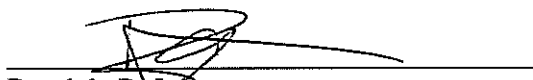
CONSENT AND ELECTION OF NEW GENERAL PARTNER

Pursuant to the Amended and Restated Limited Partnership Agreement of N.P. Johnson Family Limited Partnership, LaGrand T. Johnson, Randale P. Johnson, The LaGrand T. Johnson Family Trust, and The Randale P. Johnson Family Trust, constituting all of the limited partners of N.P. Johnson Family Limited Partnership, a Utah limited partnership, and DCL-16A, Inc., a Utah Corporation, and Neldon P. Johnson, constituting all of the general partners of N.P. Johnson Family Limited Partnership, do hereby confirm our consent to the foregoing transfer and assignment of the Partnership Interest of Neldon P. Johnson in N.P. Johnson Family Limited Partnership, to Roger Hamblin, and do otherwise hereby confirm our consent to all of the agreements, terms, conditions, and covenants set forth in the foregoing Agreement. We do further hereby confirm our consent to the resignation of Neldon P. Johnson as a General Partner of N.P. Johnson Family Limited Partnership, and do hereby unanimously vote to continue the Partnership and to elect LaGrand T. Johnson as a General Partner to fill the vacancy caused by the resignation of Neldon P. Johnson. Roger Hamblin, who shall become a Limited Partner by virtue of the foregoing transfer and assignment of the Partnership Interest of Neldon P. Johnson to her and the election of LaGrand T. Johnson as a General Partner to fill the vacancy caused by the resignation of Neldon P. Johnson, does also hereby vote to continue and agree to continue the Partnership and does hereby vote to elect and consent to the election of LaGrand Johnson as a General Partner.

Dated this 14 day of January, 2011


LIMITED PARTNERS

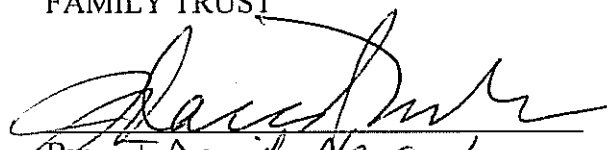

LaGrand T. Johnson


Randale P. Johnson

LAGRAND T. JOHNSON
FAMILY TRUST

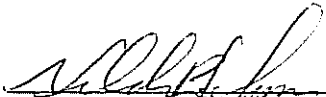
RANDALE P. JOHNSON
FAMILY TRUST


By: J. David Nessel
Its: Trustee

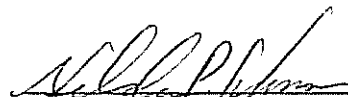

By: J. David Nessel
Its: Trustee

GENERAL PARTNERS

DCL-16A, INC.

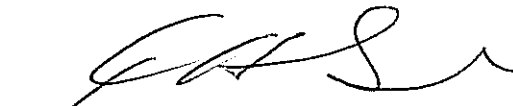


By: Neldon P. Johnson
Its: President



Neldon P. Johnson

NEW LIMITED PARTNER



Roger Hamblin