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**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., LTBI, LLC, R. GREGORY SHEPARD, and NELDON JOHNSON,</p> <p>Defendants.</p>	<p>Civil No. 2:15-cv-00828-DN-EJF</p> <p>STIPULATION REGARDING RETAINER FUNDS HELD IN NSDP'S CLIENT TRUST ACCOUNT</p> <p>Judge David Nuffer</p>
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Receiver Wayne Klein, and Nelson, Snuffer, Dahle & Poulsen, P.C. (“NSDP”), by and through counsel, submit the following Stipulation Regarding Retainer Funds Held in NSDP’s Client Trust Account.

BACKGROUND

1. NSDP is currently holding funds in its client trust account totaling \$735,202.22 (the “Retainer”).

2. On December 4, 2019, the Receiver filed an ex-parte affidavit seeking a writ of possession against NSDP for the Retainer (the “Affidavit of Non-Compliance”). (Doc. No. 812).

3. NSDP moved to intervene, seeking permission from the Court to oppose the Receiver’s request. (Doc. No. 820).

4. The Receiver opposed NSDP’s intervention motion. (Doc. No. 826).

5. NSDP’s reply in support of its Motion to Intervene is due today, January 17, 2020. (Doc. No. 833).

STIPULATION

In lieu of NSDP filing a reply in support of its Motion to Intervene, the Receiver and NSDP stipulate and agree as follows:

1. NSDP agrees to turn over the Retainer to the Receiver within two days of the entry of an order granting this stipulation.

2. The Receiver agrees to allow NSDP to respond to the Affidavit of Non-Compliance, in this case, without requiring intervention.

3. The Receiver shall be permitted to submit a reply to NSDP’s response.

4. The Receiver agrees to hold and not disburse funds from the Retainer pending a court order or stipulation of the parties as to ownership of the funds.

5. The Receiver and NSDP preserve their respective rights, including, but not

6. limited to, NSDP's position that it maintains a valid attorney's lien over the Retainer, despite surrendering possession of the Retainer under the terms of this stipulation to the Receiver.

DATED this 17th day of January, 2020.

PARR BROWN GEE & LOVELESS P.C.

/s/ Michael S. Lehr (w/permission)

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CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of January, 2020, I served the foregoing **STIPULATION REGARDING RETAINER FUNDS HELD IN NSDP'S CLIENT TRUST ACCOUNT** to counsel of record signed up to receive ECF filings:

Jonathan O. Hafen
Jeffery A. Balls
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/s/ Nancy Paez

Nancy Paez