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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., LTB1, LLC, R. GREGORY SHEPARD, and NELDON JOHNSON,</p> <p>Defendants.</p>	<p>DECLARATION OF GLENDA E. JOHNSON’S IN RESPONSE TO THE RECEIVER’S MOTION FOR ORDER TO SHOW CAUSE</p> <p>Civil No. 2:15-cv-00828-DN-EJF</p> <p>Judge David Nuffer</p>
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Glenda E. Johnson states and declares as follows:

1. I make this Declaration based on my own knowledge and if called upon to testify regarding these matters, would do so consistent herewith.
2. I do not believe I should be held in contempt of court for the actions taken as described in the Receiver’s report and recommendation on property liens that were granted to Anstram Energy and violations of the Corrected Receivership Order (“Report and Recommendation”).

3. I took action based on an understanding of my legal rights and the rights of others to perfect claims they (and I) believed were valid and enforceable against later findings and orders of the court.

4. I was convinced by my husband that agreements that benefitted me for services I provided to IAS before any suit was filed, survived the Court's rulings and orders following trial because I was not a party to the lawsuit.

5. To that end, I was shown the United States Constitution, Article 1 Section 10, regarding obligations of existing contracts, which states:

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.

6. This provision was explained to me as a reason why my contractually granted rights could not be "impaired" by the Court's ruling, when I was not a party to the lawsuit.

7. I understand that the work that was done by me as a basis for the claims that were included as a mechanics' lien claim arose prior to 2010 and continued through the present date. For example, over 18 towers were built before 2010; the receivers were built; the turbine and associated components were built; additional towers were built. Many more lens were purchased and produced. This was built for IAS one-site. It was a precursor for a solar project to be owned and operated by IAS. This work formed the basis for the claim for a lien.

8. The work performed was done for and with IAS, and later for Solstice LLC. They contracted the work and I performed the work and provided the equipment as required by Utah Code Ann §38-1a-308.

9. I was told that for the lien covering work that justifies my lien filings, the project in question did not require a preliminary notice because the work involved in the lien was prior to August 1, 2011. The later filing of the liens related back, by operation of the mechanics' lien law, to the date prior to the court proceedings, when the work was performed.

10. Based on this information, and more, I was convinced from the information presented to me that those pre-existing contractual obligations still exist.

11. I did not intend to cross the Receiver or the Court.

12. I thought I was preserving an existing right I had under contract law.

13. In addition, when Preston Olsen got involved, I felt my understanding of the overall transactions was reinforced; because if Preston Olsen said it was okay, I could go along with it.

14. I did not fully understand the legal effect was of sitting in the meetings, signing the documents and recording the documents with the county relative to the Receivership Order.

15. I did not willfully violate the Receivership Order.

16. I believed then, and continue to believe, my contractual rights are preserved.

17. I understand and believe that Mr. Klein, in his capacity as the receiver, has no greater rights or powers than the defendant entities would have.

18. This further bolsters my belief that my long-held rights cannot be taken by a court order. Specifically, that the real property liens are subject to the State's laws and can be invalidated only as provided by state law.

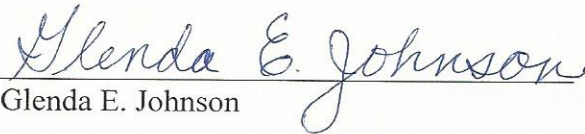
19. I do not believe I should be held in contempt of court.

20. In the event of a finding of contempt, I ask the court to be lenient on a remedy.

21. As the court well knows, I have no assets with which to satisfy an award of damages, I have no significant income, I have no means to satisfy a money award for contempt.

I declare under the penalty of perjury, that the foregoing is true and correct.

DATED this 29th day of January, 2021.


Glenda E. Johnson

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed using the court's CM/ECF filing system and that system sent notice of filing to all counsel and parties of record. In addition, the foregoing was mailed or emailed as indicated to the following who are not registered with CM/ECF.

/s/ Steven R. Paul

Steven R. Paul

Attorneys for Glenda Johnson