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**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION**

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UNITED STATES OF AMERICA,

Plaintiff,

v.

RAPOWER-3, LLC; INTERNATIONAL  
AUTOMATED SYSTEMS, INC.; LTB1,  
LLC; R. GREGORY SHEPARD; NELDON  
JOHNSON; and ROGER FREEBORN,

Defendants.

**CIVIL CONTEMPT ORDER RE:  
INTERFERENCE BY GLENDA E.  
JOHNSON, ROGER HAMBLIN, AND  
PRESTON OLSEN WITH  
RECEIVER’S EFFORTS TO TAKE  
CONTROL OF RECEIVERSHIP  
PROPERTY**

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

District Judge David Nuffer

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**I. OVERVIEW**

On October 31, 2018, the Court appointed Wayne Klein as Receiver (“Receiver”) over RaPower-3, LLC (“RaPower), International Automated Systems, Inc. (“IAS”), and LTB1, LLC (collectively, “Receivership Entities”) and the assets of Neldon P. Johnson and R. Gregory Shepard (together with Receivership Entities, “Receivership Defendants”).<sup>1</sup> The Receivership Order and the Corrected Receivership Order (“CRO”) issued the next day,<sup>2</sup> instructed the Receiver to determine the location of, recover, and sell all receivership property.<sup>3</sup> The CRO requires those in possession of receivership property to turn over that property to the Receiver

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<sup>1</sup> Receivership Order, [docket no. 490](#), filed October 31, 2018 at ¶ 3.

<sup>2</sup> [Docket no. 491](#), filed November 1, 2018.

<sup>3</sup> *Id.* at ¶ 13.

and prohibits Receivership Defendants, and others having notice of the CRO, from interfering with the Receiver's efforts to take control of receivership property.

The Receiver filed *Receiver's Motion for Order to Show Cause Why Glenda Johnson, Roger Hamblin, and Preston Olsen Should Not be Held in Civil Contempt* ("OSC Motion") on December 29, 2020,<sup>4</sup> along with *Receiver's Report and Recommendation on Property Liens Glenda Johnson Granted to Anstram Energy and Violations of Corrected Receivership Order* ("Receiver's Report").<sup>5</sup> Glenda Johnson responded to the OSC Motion, asserting that she believed her rights to the real properties at issue were superior to rights the Court granted the Receiver through the CRO<sup>6</sup> and the Receiver replied.<sup>7</sup> Roger Hamblin and Preston Olsen have stipulated that they acted in contempt of the CRO when assisting Glenda Johnson in asserting liens against Receivership Property after the Court had ruled those real properties were under the exclusive control of the Receiver.<sup>8</sup>

After careful consideration of the evidence and submissions, the Court granted the Receiver's OSC Motion.<sup>9</sup> As requested, the Receiver prepared draft findings of fact, conclusions of law, and order. After careful consideration of all evidence, submissions, and materials, these final Findings of Fact, Conclusions of Law and Order are entered.

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<sup>4</sup> [Docket no. 1056](#), filed December 29, 2020.

<sup>5</sup> [Docket no. 1055](#), filed December 29, 2020.

<sup>6</sup> [Docket no. 1073](#), filed January 29, 2021. Glenda Johnson also objected to the remedies proposed by the Receiver.

<sup>7</sup> [Docket no. 1075](#), filed February 4, 2021.

<sup>8</sup> [Docket no. 1072](#), filed January 29, 2021. Hamblin and Olsen also stipulated to the Court entering as findings the Receiver's allegations in the OSC Motion and to the payment of a portion of the expenses incurred by the Receiver.

<sup>9</sup> Docket no. 1088, filed February 16, 2021.

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## II. FINDINGS OF FACT

### A. Prior Contempt Orders Against Glenda Johnson

1. On June 25, 2019, this Court held Glenda Johnson in civil contempt for her defiance of the CRO and failure to cooperate with the Receiver's investigation.<sup>10</sup> As part of that contempt order, the Court identified specific failures by Glenda Johnson and other family members to come into compliance with the Court's order and purge their contempt.<sup>11</sup> In the process, "the Court, the United States, and the Receiver had all carefully explained to the Johnsons how to meet their obligations."<sup>12</sup> Nevertheless, "the Johnsons spurned the Court's invitation to purge their contempt and come into compliance."<sup>13</sup>

2. In entering a second contempt order in 2020, the Court found "each of the Johnsons has attempted to take, or has taken control over, or otherwise interfered with, Receivership Property. This behavior demonstrates their overt contempt for this Court and its orders."<sup>14</sup>

### B. Glenda Johnson, Hamblin, and Olsen had Knowledge of, and Were Bound by, the Terms of a Valid Court Order

3. Prior litigation in this matter has been extensive. As described below, before the first contemptuous conduct by Glenda Johnson, she was aware of the issuance of the CRO and

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<sup>10</sup> [Docket no. 701](#), filed June 25, 2019 ("Contempt Order").

<sup>11</sup> *Id.* at 25-29.

<sup>12</sup> See Civil Contempt Order Re: Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson, [docket no. 947](#), filed July 6, 2020 ("Second Contempt Order") at 4.

<sup>13</sup> *Id.*

<sup>14</sup> *Id.* at 5.

had already been found in contempt. Before the first contemptuous conduct of Hamblin, he was aware of the CRO, had received a demand from the Receiver for a return of documents and funds, and had been sued by the Receiver. Before the first contemptuous conduct by Olsen, he was aware of the CRO and had initiated U.S. Tax Court proceedings based on tax credits and deductions he had taken relating to RaPower's sale of solar lenses.

4. The CRO applied not only to Receivership Defendants, but also all "agents, servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of this Order[.]"<sup>15</sup> The CRO specifically applied to spouses, such as Glenda Johnson, the wife of Receivership Defendant Neldon Johnson.<sup>16</sup>

5. Glenda Johnson had actual notice of the CRO.<sup>17</sup> She is the wife of Neldon Johnson, was an employee of Receivership Defendants, and has worked in concert with Neldon Johnson and others to interfere with the Receiver's work.<sup>18</sup>

6. Hamblin had actual notice of the CRO, having signed an acknowledgement of receipt of the CRO on December 4, 2018.<sup>19</sup> Hamblin was a part owner of at least three affiliated entities: Black Night Enterprises, Starlite Holdings, and the NP Johnson Family Limited Partnership ("NPJFLP").<sup>20</sup> Hamblin conspired with Neldon Johnson, Glenda Johnson, and Olsen

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<sup>15</sup> CRO, ¶ 8 This section mirrors the requirements of Rule 65(d)(2) of the Federal Rules of Civil Procedure.

<sup>16</sup> *Id.* ¶¶ 20, 23, 85.

<sup>17</sup> [Docket no. 947](#) ¶ 5; *see also* [docket no. 714](#).

<sup>18</sup> *See* contempt orders at docket no. 701, [docket no. 947](#).

<sup>19</sup> Receiver's Report ¶ 128; OSC Motion, Exhibit A.

<sup>20</sup> Brief of Appellants, Corporate Disclosure Statement, Tenth Circuit Court of Appeals, case no. 19-4089, filed September 9, 2019.

to acquire Anstram Energy (“Anstram”) because he believed ownership of the liens Anstram placed on properties titled in the name of Glenda Johnson would enable him to continue work developing the solar lens program begun by Neldon Johnson.<sup>21</sup>

7. Olsen, an attorney, had actual notice of the CRO, having viewed a copy from the Court’s electronic filing system.<sup>22</sup> Olsen had purchased solar lenses and was a frequent visitor to the solar sites and talked often with Neldon Johnson about the solar technology.<sup>23</sup> Subsequent to the CRO being issued, Olsen discussed with Neldon and Glenda Johnson actions that could be taken to “mov[e] forward with the [solar] technology.”<sup>24</sup> Olsen accepted their suggestion to name the new company Anstram and to form Anstram in Nevis, using funds provided by Glenda Johnson.<sup>25</sup> After forming Anstram, Olsen met with Glenda and Neldon Johnson to transfer contracts and intellectual property to Anstram.<sup>26</sup> Olsen later signed liens against real properties on behalf of Anstram, liens that were recorded by Glenda Johnson.<sup>27</sup>

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<sup>21</sup> OSC Motion at 5-6.

<sup>22</sup> Receiver’s Report at 4, citing Olsen Deposition, Sept. 4, 2020 at 11:23 – 12:22; 51:7 – 51:15. Olsen knew that as a result of the CRO, all assets of IAS, RaPower, and Neldon Johnson were under control of the Receiver. *Id.* at 51:21 – 51:25.

<sup>23</sup> Receiver’s Report ¶ 12.

<sup>24</sup> *Id.* ¶ 11.

<sup>25</sup> *Id.* ¶ 18.

<sup>26</sup> *Id.* ¶ 19.

<sup>27</sup> *Id.* ¶ 38.

**C. The CRO Identified the Acts Restrained or Required in Sufficient Detail**

8. In its Findings of Fact and Conclusions of Law (“FFCL”) preceding the CRO, the Court held that Receivership Defendants were part of a massive fraud that operated for more than ten years and caused serious harm to the United States Treasury.<sup>28</sup> The FFCL also enjoined Receivership Defendants and their “officers, agents, servants and employees, and anyone acting in active concert or participation with them” from organizing or promoting the abusive solar energy scheme.<sup>29</sup>

9. The CRO’s plain terms—including bolded headings—prohibit “all persons receiving notice of this Order . . . from directly or indirectly taking any action or causing any action to be taken . . . which would interfere with or prevent the Receiver from performing his duties.”<sup>30</sup> Notably, the CRO expressly prohibits others from “**creating or enforcing a lien.**”<sup>31</sup>

10. The CRO prohibits conduct that would or might “[d]issipate or otherwise diminish the value of any Receivership Property” including “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.”<sup>32</sup>

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<sup>28</sup> [Docket no. 467](#) (243 F.Supp.3d 1115 (D. Utah 2018)).

<sup>29</sup> *Id.* at 130; [docket no. 444](#) (Asset Freeze Order).

<sup>30</sup> *Id.* ¶ 35.

<sup>31</sup> *Id.*

<sup>32</sup> CRO ¶ 35(c).



11. Persons having notice of the CRO were prohibited from any conduct that would or might “[i]nterfere with or harass the Receiver or interfere in any manner with the exclusive jurisdiction of this Court over the receivership estate.”<sup>33</sup>

**D. Real Properties on Which Liens were Filed were Under the Exclusive Control of the Receivership Estate**

12. The CRO authorized and directed the receiver “to take immediate possession of all real property of the Receivership Defendants . . . .”<sup>34</sup>

13. The CRO specifically identified 31 properties as Receivership Property, which included all real properties at issue in this Order.<sup>35</sup>

14. The CRO was explicit that all identified properties were under the exclusive control of the Receiver, specifically including “real property in which Receivership Defendants have a beneficial interest even if titled in the name of another, *such as a spouse or an affiliated entity, such as a family limited partnership.*”<sup>36</sup>

**i. IAS Properties, Tower Site**

15. Five of the properties identified in the CRO were titled in the name of Receivership Defendant IAS and were under the immediate control of the Receiver.<sup>37</sup> One of these, HD-4658-1, was the initial “Tower Site.”

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<sup>33</sup> *Id.* ¶ 35(d).

<sup>34</sup> CRO ¶ 20.

<sup>35</sup> *Id.*

<sup>36</sup> *Id.* (emphasis added).

<sup>37</sup> These properties had tax parcel numbers HD-4609, HD-4612, HD-4654, HD-4657, and HD-4658-1. These were identified in the CRO at ¶¶ 20 (q), (r), (t), (u), and (w).

16. The Court approved the Receiver’s sale of the Tower Site on June 6, 2019<sup>38</sup> and the sale closed on August 5, 2019.<sup>39</sup> The sale order specified: “The sale of the Property [is] free and clear of interests,”<sup>40</sup> meaning that any interests a potential claimant might assert against the property was extinguished against the property and could be asserted only against the proceeds of the sale (held by the Receivership Estate), not against the property itself or the buyer of the property.

**ii. Properties in Millard County and Utah County, Utah and Los Angeles County, California**

17. The CRO took control over 18 properties located in Millard County, Utah; Utah County, Utah; and Los Angeles County, California that were titled in the name of Glenda Johnson.<sup>41</sup> As with the Texas Properties, these 18 properties were under the exclusive control of the Receiver as of October 31, 2018, even if the real property was “*titled in the name of another, such as a spouse . . .*”<sup>42</sup>

18. On August 30, 2019, the Receiver filed *Receiver’s Motion for Order Directing Turnover and Transfer of Real Properties Titled in the Name of Glenda Johnson and Funds in Accounts Controlled by Glenda Johnson* (“Turnover Motion”).<sup>43</sup> The Turnover Motion sought an

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<sup>38</sup> [Docket no. 689](#), filed June 6, 2019.

<sup>39</sup> [Docket no. 743](#), filed August 5, 2019.

<sup>40</sup> [Docket no. 689](#), filed June 6, 2019.

<sup>41</sup> CRO ¶¶ 20 (a), (b), (c), (d), (e), (j), (k), (l), (m), (n), (o), (p), (s), (v), (x), (y), (z), and (aa).

<sup>42</sup> *Id.* ¶ 20.

<sup>43</sup> [Docket no. 757](#), filed August 30, 2019.

order requiring Glenda Johnson to turn over to the Receiver title to and possession of 14 of the 18 properties (“Turnover Properties”). The Court granted the Turnover Motion on September 15, 2020, giving the Receiver exclusive control over the Turnover Properties (“Turnover Order”).<sup>44</sup>

19. As of the CRO date of October 31, 2018, Glenda Johnson, Hamblin, and Olsen were prohibited from interfering with the Turnover Properties. As of the date of the Turnover Motion, Glenda Johnson knew the Receiver was seeking to extinguish her purported interests in the Turnover Properties.<sup>45</sup>

### iii. Texas Properties

20. Two of the properties identified in the CRO were located in Howard County, Texas and were titled in the name of the NP Johnson Family Limited Partnership (“Texas Properties”).<sup>46</sup> The CRO put these properties under the immediate possession and control of the Receiver.<sup>47</sup>

21. Possession of the Texas Properties was transferred to the Receiver on May 3, 2019 through the Court’s *Memorandum Decision and Order on Receiver’s Motion to Include Affiliates and Subsidiaries in Receivership* (“Affiliates Order”).<sup>48</sup> As of May 3, 2019, no person other than the Receiver had any authority over the Texas Properties.

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<sup>44</sup> [Docket no. 1007](#), filed September 15, 2020.

<sup>45</sup> Glenda Johnson was represented by counsel in this action at the time the Turnover Motion was filed and filed an opposition to the Turnover Motion on October 11, 2019. See [docket no. 784](#).

<sup>46</sup> CRO ¶¶ 20(cc) and (dd).

<sup>47</sup> CRO ¶ 20.

<sup>48</sup> [Docket no. 636](#), filed May 3, 2019 at 6-8.

22. On March 2, 2020, the Court approved the sale of the Texas Properties at auction.<sup>49</sup> The sale closed in April 2020.<sup>50</sup> The sale of the Texas Properties was “free and clear of interests,” meaning anyone claiming an interest arising from the Texas Properties had to assert the claim against the sales proceeds (held by the Receivership Estate) and could not assert any claims against the property or the buyer of the property.<sup>51</sup>

**E. Glenda Johnson, Hamblin, and Olsen Knowingly Violated the CRO by Filing Liens and Asserting Claims Against Receivership Properties**

**i. First Tower Site Lien**

23. On August 15, 2019—ten days after the sale closed on the Tower Site—Glenda Johnson filed a \$9 million lien against the Millard County Tower Site property (“Tower Property Lien”).<sup>52</sup> The Tower Property Lien contained a sworn statement by Glenda Johnson that she provided \$9 million worth of “labor and/or materials” on the property between January 2004 and August 14, 2019.<sup>53</sup>

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<sup>49</sup> [Docket no. 867](#), filed March 2, 2020.

<sup>50</sup> [Docket no. 915](#), filed April 21, 2020.

<sup>51</sup> [Docket no. 867](#), filed March 2, 2020.

<sup>52</sup> Millard County Recorder, Recordation #00207237, recorded August 15, 2019 (book 651, p. 444). A copy is found at [docket no. 888-2](#), filed March 20, 2020. This document is also Receiver’s Exhibit 2174.

<sup>53</sup> Tower Property Lien at 1.

24. Glenda Johnson’s claim to have provided \$9 million in “labor and/or materials” was premised on her claim that Solstice Enterprises owed her \$35 million.<sup>54</sup> Solstice is an affiliated entity controlled by her husband (and Receivership Defendant) Neldon Johnson.<sup>55</sup>

25. The Tower Property Lien stated that the Receiver was “jumping the gun in selling off assets before the appeal is heard.”<sup>56</sup>

26. Glenda Johnson mailed a copy of the Tower Property Lien to the Receiver. In a cover letter, Glenda Johnson told the Receiver that any questions should be addressed to her attorney, Denver Snuffer, at the law firm of Nelson Snuffer Dahle & Poulsen (“Nelson Snuffer”).<sup>57</sup>

27. On August 29, 2019, the Receiver wrote to Nelson Snuffer asserting that the Tower Property Lien violated the CRO and requesting an explanation of what labor and materials Glenda Johnson provided on the property between January 2004 and August 14, 2019.<sup>58</sup> Glenda Johnson’s attorneys did not respond to the Receiver’s request for this information despite CRO mandates that Glenda Johnson and attorneys for Receivership Defendants provide information requested by the Receiver.<sup>59</sup>

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<sup>54</sup> See Declaration of Glenda Johnson, [docket no. 784-1](#). The Court subsequently ruled that the Solstice contract was invalid and fabricated after the fact. Turnover Order, [docket no. 1007](#), at 41-42.

<sup>55</sup> Affiliates Order, docket no. 636 at 4, filed May 3, 2019.

<sup>56</sup> *Id.* The Tenth Circuit affirmed this Court’s ruling on June 2, 2020. [United States v. RaPower-3, LLC, 960 F.3d 1240 \(10<sup>th</sup> Cir. 2020\)](#).

<sup>57</sup> Receiver’s Report ¶ 6.

<sup>58</sup> Email from Wayne Klein to Steven Paul and Denver Snuffer, August 29, 2019.

<sup>59</sup> CRO, ¶¶ 23-24, 28; Receiver’s Report ¶ 7.

28. Any work Glenda Johnson performed on the property between August 22, 2018 and August 14, 2019, was in violation of the Court's Asset Freeze Order.<sup>60</sup> Any work Glenda Johnson performed after October 31, 2018 also violated the CRO. If Glenda Johnson did not perform work on the Tower Site after August 22, 2018, statements she made under oath in the Tower Property Lien were false.

29. There is no evidence that Glenda Johnson performed work on the Tower Property after August 5, 2019.

30. The Tower Property Lien expired after Glenda Johnson took no action to enforce the claimed lien within the 180-day period prescribed by Utah law.<sup>61</sup>

**ii. Formation of Anstram Energy**

31. In October 2019, either Neldon Johnson or Glenda Johnson called Olsen asking him to meet the Johnsons at the Nelson Snuffer law firm "to discuss possibly moving forward with the technology and acquiring Glenda's rights."<sup>62</sup> Olsen testified he was surprised that someone was interested in selling the technology, he did not know that Glenda Johnson had rights to the technology and contracts, and he did not know Neldon and Glenda Johnson were looking to transfer those rights to another entity.<sup>63</sup>

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<sup>60</sup> [Docket no. 444](#), filed August 22, 2018.

<sup>61</sup> [Utah Code Ann. §38-1a-701\(2\)\(a\)](#) (requiring that a claimant file an action to enforce a construction lien with 180 days of filing the lien).

<sup>62</sup> Olsen Deposition at 49:19-50:8; 51:7-51:10. Olsen's deposition is available at [docket no. 1055-2](#).

<sup>63</sup> *Id.* at 50:11-50:18.

32. Olsen stated he believed Neldon and Glenda Johnson contacted him because he had been a frequent visitor to the solar sites, had closely followed the technology for ten years, and had talked frequently with Neldon Johnson about the progress of the solar technology.<sup>64</sup>

33. Neldon and Glenda Johnson told Olsen they wanted to continue to develop the solar technology and generate revenue for “all of us.”<sup>65</sup> At the time of the October 2019 call, Olsen was aware that the trial had concluded unfavorably for Neldon Johnson and IAS and that a receivership order had been entered.<sup>66</sup> He knew that as a result of the CRO, all assets of IAS, RaPower, and Neldon Johnson were under control of the Receiver. However, Neldon and Glenda Johnson told Olsen that some of the technology and intellectual property belonged to Glenda Johnson and was not part of the Receivership Estate because Glenda Johnson was not subject to the CRO.<sup>67</sup>

34. Following the telephone call, and still in October 2019, Olsen met with Neldon and Glenda Johnson at Nelson Snuffer.<sup>68</sup> At that meeting, Glenda Johnson asked Olsen if he “would be interested in acquiring her contracts and rights to try to continue to develop the

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<sup>64</sup> *Id.* at 50:19-51:1.

<sup>65</sup> *Id.* at 51:2-51:6.

<sup>66</sup> *Id.* at 51:11-51:25.

<sup>67</sup> *Id.* at 51:21-52:22.

<sup>68</sup> *Id.* at 21:10-22:5; 51:7-51:10; 57:11-57:17. Steven Paul and Denver Snuffer were in the same meeting. The meeting was at least a month before the formation of Anstram. *Id.*

technology.”<sup>69</sup> Olsen responded in the affirmative,<sup>70</sup> believing the interests—supposedly owned by Glenda Johnson free of the CRO—were worth “hundreds of millions of dollars.”<sup>71</sup>

35. During multiple meetings with Neldon Johnson and Glenda Johnson (all held at the Nelson Snuffer law firm),<sup>72</sup> Olsen and the Johnsons were aware that real estate owned by Glenda Johnson was included in the asset freeze.<sup>73</sup> Nevertheless, Olsen believed that Glenda Johnson’s claims against the real estate would be valid.<sup>74</sup>

36. As a result of these additional meetings, Glenda Johnson, Neldon Johnson, and Olsen together decided that Olsen should form a company to acquire the contract and technology rights that Glenda claimed to own.<sup>75</sup> The company name—Anstram Energy—was suggested by either Neldon or Glenda Johnson.<sup>76</sup> Neldon Johnson suggested that Olsen form the company in Nevis.<sup>77</sup> Olsen had never heard of forming a company in Nevis but did some internet research and thought it was a good decision.<sup>78</sup> He selected a registered agent he found from his online

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<sup>69</sup> *Id.* at 20:20-20:25. In his deposition, Olsen was unsure whether the initial inquiry had come from Neldon Johnson or Glenda Johnson. *Id.* at 49:19-50:10.

<sup>70</sup> *Id.*

<sup>71</sup> *Id.* at 53:17-53:22.

<sup>72</sup> *Id.* at 58:1-59:15.

<sup>73</sup> *Id.* at 61:1-61:12.

<sup>74</sup> *Id.* at 61:17-61:18.

<sup>75</sup> *Id.* at 21:1-21:3; 53:23-53:25; 59:24-60:10.

<sup>76</sup> *Id.* at 23:19-23:23; 60:8-60:10.

<sup>77</sup> *Id.* at 21:4-21:9; 60:5-60:7; 88:1-88:3.

<sup>78</sup> *Id.* at 22:6-22:8; 87:17-88:2.



research.<sup>79</sup> On November 25, 2019 Olsen formed Anstram Energy LLC (“Anstram”) as a Nevis limited liability company.<sup>80</sup>

37. Olsen believes Anstram’s articles of organization were prepared by the company he engaged to form Anstram.<sup>81</sup> He did not request that any specific language be included in the articles or organization, did not see the articles before they were filed, and does not know if the company has an operating agreement.<sup>82</sup>

38. The costs to form Anstram were approximately \$3,500, which included preparation of the company documents, filing fees, and fees for the registered agent.<sup>83</sup> Glenda Johnson gave Olsen her personal credit card number and Olsen charged the formation costs to Glenda Johnson’s credit card.<sup>84</sup> He gave copies of the corporate documents to Glenda Johnson.<sup>85</sup>

**iii. Structure and Operation of Anstram Energy**

39. After forming Anstram, Olsen met again with Glenda and Neldon Johnson to transfer Glenda Johnson’s contract rights and intellectual property to Anstram.<sup>86</sup>

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<sup>79</sup> *Id.* at 22:9-22:16.

<sup>80</sup> *Id.* at 20:12-20:19. Corporate registration records for Anstram are at Receiver Exhibit 2175.

<sup>81</sup> Olsen Deposition at 24:9-24:17.

<sup>82</sup> *Id.* at 24:9-25:9.

<sup>83</sup> *Id.* at 26:8-26:20.

<sup>84</sup> *Id.* at 26:21-26:24.

<sup>85</sup> *Id.* at 25:21-26:4.

<sup>86</sup> *Id.* at 60:15-60:22.

40. During the time that Anstram was owned by Olsen, Anstram owned no real estate,<sup>87</sup> had only a single member (who was Olsen),<sup>88</sup> had no liabilities,<sup>89</sup> conducted no business,<sup>90</sup> and had no cash flow.<sup>91</sup> It had no bank accounts or monies.<sup>92</sup> The company had no experience in the energy industry, other than Glenda Johnson's claimed experience in developing solar energy.<sup>93</sup> Its only assets were the intellectual property that Glenda Johnson claimed to own and contract rights pursuant to which Glenda Johnson was to construct solar projects.<sup>94</sup> Those contract rights included more than \$10 million that IAS supposedly owed Glenda Johnson for work she performed in constructing towers.<sup>95</sup> Olsen maintains that IAS owes these monies to Glenda Johnson—and by extension Anstram—despite IAS having been placed in receivership more than a year before Anstram was created.<sup>96</sup>

41. Olsen testified that in order to develop Anstram's solar technology, Anstram would have needed to raise capital and to apply the heat exchanger and turbine technologies that

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<sup>87</sup> *Id.* at 25:2-25:3.

<sup>88</sup> *Id.* at 26:25-27:8.

<sup>89</sup> *Id.* at 33:2-33:4.

<sup>90</sup> *Id.* at 33:5-33:8; 34:8-34:10.

<sup>91</sup> *Id.* at 35:3-35:5.

<sup>92</sup> *Id.* at 32:18-33:2.

<sup>93</sup> *Id.* at 33:9-34:7.

<sup>94</sup> *Id.* at 31:9-37:14.

<sup>95</sup> *Id.* at 40:14-42:4.

<sup>96</sup> *Id.* at 42:5-43:18. Olsen believed the receivership would have to honor contracts previously made with Glenda Johnson. *Id.*

Neldon Johnson claimed to have invented.<sup>97</sup> Olsen believes that Glenda Johnson owned—and transferred to Anstram—all the rights to the heat exchanger and turbine technologies.<sup>98</sup>

42. Anstram’s energy development was to have been spearheaded by Olsen. He did not have a business plan, but intended to develop a business plan, raise capital, finish the technology, and build the projects.<sup>99</sup> He anticipated initially soliciting venture capital firms for capital.<sup>100</sup>

43. Anstram had a single employee: Glenda Johnson.<sup>101</sup> Her duties were to facilitate the transfer of her contractual rights to Anstram and continue developing the solar technology.<sup>102</sup> Olsen expected that Glenda Johnson would have helped Olsen prepare a business plan, with the involvement of Neldon Johnson.<sup>103</sup> Anstram never made any payments to Glenda Johnson as an employee.<sup>104</sup>

44. In exchange for Glenda Johnson’s transfer of her rights to Anstram, Anstram was to develop solar projects and later transfer those solar projects to her.<sup>105</sup> Olsen paid Glenda

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<sup>97</sup> *Id.* at 35:17-35:24; 54:8-54:14.

<sup>98</sup> *Id.* at 36:10-37:8; 31:15-31:20. Olsen did not know whether the prototype turbine designed by Wisdom Farms and funded by IAS monies (paid through Robert Johnson) was an asset of Anstram. *Id.* at 38:6-38:8.

<sup>99</sup> *Id.* at 54:15-55:3.

<sup>100</sup> *Id.* at 55:4-56:15.

<sup>101</sup> *Id.* at 27:9-27:14.

<sup>102</sup> *Id.* at 27:15-28:5.

<sup>103</sup> *Id.* at 56:13-57:2.

<sup>104</sup> *Id.* at 34:25-35:5.

<sup>105</sup> *Id.* at 27:24-28:4.

Johnson nothing for the contract rights and technology at the time Anstram was formed and the rights were acquired,<sup>106</sup> but Anstram was obligated to provide Glenda Johnson with energy projects worth approximately \$50 million, after the energy projects were developed.<sup>107</sup>

45. Olsen testified there was a written employment agreement between Anstram and Glenda Johnson. The typed agreement was created by Glenda Johnson and signed by Olsen on behalf of Anstram.<sup>108</sup> Olsen did not receive and does not have a copy of the employment agreement.<sup>109</sup> Olsen said Glenda Johnson also created a short assignment agreement (“Assignment Agreement”)<sup>110</sup> in December 2019 by which Glenda Johnson assigned her intellectual property rights to Anstram,<sup>111</sup> but Olsen does not have a copy of that document.<sup>112</sup>

46. The Assignment Agreement was basic, stating that Glenda Johnson assigned rights to Anstram and obligating Anstram to pay Glenda Johnson \$50 million worth of completed projects, including conveying technology back to Glenda Johnson.<sup>113</sup> The agreement contained no description of what development was going to be done, by whom, or when.<sup>114</sup> It did

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<sup>106</sup> *Id.* at 54:1-54:7.

<sup>107</sup> *Id.* at 28:5-28:8; 54:1-54:7; 55:15-55:22.

<sup>108</sup> *Id.* at 28:9-29:2.

<sup>109</sup> *Id.*

<sup>110</sup> *Id.* at 63:5-64:4.

<sup>111</sup> *Id.* at 63:3-63:9.

<sup>112</sup> *Id.* at 31:15-32:3; 62:13-62:15. Olsen believes the Assignment Agreement was not recorded with the U.S. Patent Office. *Id.*

<sup>113</sup> *Id.* at 62:16-65:3. The agreement was “a few pages” long. *Id.* at 64:1-64:2.

<sup>114</sup> *Id.*

not specify that Glenda Johnson had any rights to get information about Anstram's progress, contained no benchmarks to measure Anstram's progress, and imposed no deadlines for performance.<sup>115</sup>

47. Glenda Johnson never provided the Receiver a copy of the employment agreement or Assignment Agreement.

48. When asked the purpose of creating Anstram as a separate company located in Nevis, if its only function was to receive technology rights from Glenda Johnson, develop the technology using Glenda Johnson's efforts, and then transfer the technology and completed projects back to Glenda Johnson, Olsen said he did not know.<sup>116</sup> Olsen said he wanted to be part of the continued efforts to develop the technology and "was happy to create the entity and try to move forward."<sup>117</sup> Olsen did expect that after transferring projects back to Glenda Johnson, Anstram would still own projects worth tens of millions of dollars, for which Olsen was paying nothing.<sup>118</sup>

49. Olsen said he reviewed existing documents that transferred rights to Glenda Johnson to construct the technology and agreements transferring technology to Glenda

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<sup>115</sup> *Id.* at 64:11-64:20.

<sup>116</sup> *Id.* at 65:17-66:6.

<sup>117</sup> *Id.*

<sup>118</sup> *Id.* at 66:7-67:1.

Johnson.<sup>119</sup> He did not sign those documents and was not given copies; Glenda kept copies of those documents in her role as the sole employee of Anstram.<sup>120</sup>

50. Until Olsen's transfer of Anstram to Hamblin on February 29, 2020, described below, Olsen was the sole person with authority to act on behalf of Anstram.<sup>121</sup> During Olsen's ownership of Anstram, Glenda Johnson had no authority to sign contracts or bind Anstram.<sup>122</sup>

51. Hamblin, the second owner of Anstram, expressed a very different version of Anstram's obligations to Glenda Johnson. He testified that Anstram had no obligations to Glenda Johnson. She has no rights to get information from Anstram.<sup>123</sup> Nevertheless, Hamblin identified oral agreements with Glenda Johnson whereby Anstram intended to return ownership of the lien properties to Glenda Johnson.<sup>124</sup> Hamblin refused to explain how Anstram would return the properties to Glenda Johnson, stating that sales of Anstram technology to foreign entities was expected to generate significant returns. Hamblin refused to answer questions about negotiations with foreign entities and the role of Neldon Johnson in those negotiations, claiming his Fifth Amendment privilege.<sup>125</sup>

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<sup>119</sup> *Id.* at 29:9-29:20.

<sup>120</sup> *Id.* at 29:16-30:8.

<sup>121</sup> *Id.* at 30:22-31:1.

<sup>122</sup> *Id.* at 30:15-30:22.

<sup>123</sup> Hamblin Deposition at 148:17-148:19. Hamblin's deposition is available at [docket no. 1055-1](#).

<sup>124</sup> *Id.* at 146:20-149:13.153:18.

<sup>125</sup> *Id.* at 150:6-152:3.

52. Hamblin said that during the time the company was under his control, Anstram did nothing to develop solar technology that it believes it owns, other than engage in negotiations with foreign entities regarding technology.<sup>126</sup>

53. In his deposition, Hamblin initially asserted that Anstram owns the technology relating to the turbine that Neldon Johnson designed, but upon further questioning averred that he (Hamblin) owned those technology rights individually.<sup>127</sup>

**iv. Anstram Lien Filed Against Receivership Properties in Millard County, Utah**

54. On December 26, 2019, the Millard County Attorney notified the Receiver that Glenda Johnson had recorded notices of liens against properties that were titled in her name.<sup>128</sup> Upon investigation, the Receiver discovered that these properties were subject to the Asset Freeze Order and the CRO (“Millard County Properties”).

55. Glenda Johnson recorded the Notice of Lien against the Millard County Properties (“Millard County Lien”) on December 19, 2019.<sup>129</sup> The Millard County Lien indicated that Anstram Energy claimed a \$30 million lien against 15 property parcels in Millard County.<sup>130</sup> The 15 properties were identified in 11 exhibits to the Millard County Lien.<sup>131</sup> These

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<sup>126</sup> *Id.* at 153:25-156:3.

<sup>127</sup> *Id.* at 158:14-160:19.

<sup>128</sup> Receiver Report at 13.

<sup>129</sup> Notice of Lien, Millard County Recordation #00208383, recorded December 19, 2019 (book 667, p. 596) (also found at Receiver Exhibit 2160 and [docket no. 888-1](#)).

<sup>130</sup> *Id.*

<sup>131</sup> Some of the properties had multiple tax parcel numbers.

15 real properties constitute all the properties that were titled in the name of Glenda Johnson in Millard County, Utah and include 11 properties that were the subject of the Receiver's then-pending Turnover Motion.<sup>132</sup> The remaining four properties are the subject of a separate lawsuit by the Receiver against Glenda Johnson.<sup>133</sup>

56. The exhibits attached to the Millard County Lien contained legal descriptions of the properties on which the Millard County Lien was to attach. Olsen testified that the exhibits were not attached to the notice of lien when he signed it and that he had never possessed copies of those exhibits.<sup>134</sup> He did, however, expect that Glenda Johnson would later attach the exhibits (which he had never seen) to the lien notice before it was recorded.<sup>135</sup>

57. Olsen said it was not his suggestion that Glenda Johnson create liens on the real estate.<sup>136</sup>

58. Anstram's claim to a \$30 million lien on these properties arose from an assignment from Glenda Johnson to Anstram of her "contract rights, including obligations involving these properties."<sup>137</sup>

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<sup>132</sup> [Docket no. 757](#), filed August 30, 2019.

<sup>133</sup> *Wayne Klein, Receiver v. Glenda Johnson*, Case No. 2:19-cv-625, Complaint, docket no. 2, filed September 4, 2019.

<sup>134</sup> Olsen Deposition at 67:2-67:11.

<sup>135</sup> *Id.* at 68:23-69:1.

<sup>136</sup> *Id.* at 60:23-60:25.

<sup>137</sup> Millard County Lien at 1.



59. The notice of lien instructed that, when recorded, the lien was to be returned to Glenda Johnson at her home in Payson, Utah.<sup>138</sup>

60. Olsen signed the Millard County Lien on behalf of Anstram, identifying himself as the “manager.”<sup>139</sup> Olsen signed the document at the offices of Nelson Snuffer and his signature was notarized by an employee of Nelson Snuffer.<sup>140</sup> Both Neldon and Glenda Johnson were with Olsen when he signed the lien notice.<sup>141</sup>

61. The Millard County Lien recites that Anstram’s lien arose as of December 16, 2019.<sup>142</sup> Glenda Johnson testified that the agreement granting a lien to Anstram was an oral one.<sup>143</sup> Olsen’s testimony is to the contrary, stating there was at least one written agreement.<sup>144</sup> Glenda Johnson’s testimony regarding these and similar issues is not credible.<sup>145</sup> Accordingly, based on Olsen’s testimony, Glenda Johnson is still withholding from the Receiver a copy of the written Assignment Agreement—which she only possesses.

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<sup>138</sup> *Id.*

<sup>139</sup> *Id.* at 2. Olsen testified that until his deposition, he was not aware that Glenda Johnson had previously filed a lien on the Tower Site. Olsen Deposition at 16:18-16:22.

<sup>140</sup> Olsen deposition at 72:4-72:20.

<sup>141</sup> *Id.* at 72:9-72:18.

<sup>142</sup> This was about three weeks after the formation of Anstram.

<sup>143</sup> Glenda Johnson Testimony, January 23, 2020, Tr. Vol. II at 157:13-157:24. This was the basis for the Court’s earlier finding that the agreement was unwritten. *See* Second Contempt Order, docket no. 947 at 22; *Memorandum Decision and Order Invalidating Liens and Directing the Receiver to Conduct Additional Investigation*, [docket no. 984](#), filed August 6, 2020 at 10.

<sup>144</sup> *See* Olsen Deposition at 63:10-64:8; 68:3-68:7.

<sup>145</sup> Second Contempt Order, [docket no. 947](#) at 5, 9.

62. At the time Olsen signed the lien notice, Glenda Johnson showed him copies of documents that purported to be contracts with her and assignments of intellectual property to her—items that were to be assigned to Anstram—but Olsen did not receive copies of these documents.<sup>146</sup> Because it is not known what documents Glenda Johnson showed Olsen at this meeting, neither the Receiver nor the Court has the ability to know whether Glenda Johnson has delivered to the Receiver the documents shown to Olsen when the lien notice was signed.

63. The Millard County Lien included language explaining the reasons Glenda Johnson and Anstram asserted that the lien was necessary:

The receiver Wayne Klein threatens to sell these parcels. The receiver Wayne Klein was appointed by a court order and that order is on appeal. The order is likely to be reversed and the receiver's authority removed. The receiver is jumping the gun in wanting these assets before the appeal has been decided by the court of appeals.<sup>147</sup>

64. Olsen's understanding was that Glenda Johnson had not been paid for all the work she was owed for construction of solar towers and the lien filing was "necessary to secure those amounts that were still owing."<sup>148</sup> When he signed the liens on December 18, 2019, Olsen expected that Glenda Johnson would attach, as exhibits to the liens, information about only those properties where towers were constructed, or work had been performed.<sup>149</sup>

65. Glenda Johnson testified differently about the purpose of the liens. She asserted

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<sup>146</sup> *Id.* at 72:24-73:13.

<sup>147</sup> Receiver Exhibit 2160, cited in the Second Contempt Order, [docket no. 947](#) at 21.

<sup>148</sup> Olsen Deposition at 68:8-68:15.

<sup>149</sup> *Id.* at 70:6-71:17; 72:13-72:15.

that the \$30 million worth of work claimed in the Millard County Lien was for work Anstram Energy would provide in the future; it was not based on work Glenda Johnson had performed in the past.<sup>150</sup> In this regard, the Court later found: “There are no invoices for work performed or product to be delivered.”<sup>151</sup>

66. When pressed, Olsen acknowledged that the lien was for 15 different property parcels in Millard County and that he did not have any reason to think that towers were constructed on all those parcels.<sup>152</sup>

67. Olsen agreed that Anstram would have had no rights to assert liens against any properties that did not have towers constructed on the properties<sup>153</sup> and that for properties where no work had been performed by “Glenda’s entities,” there should have been no liens.<sup>154</sup> He denied an intent to interfere with the Receiver’s work, claiming he thought the amounts owing to Glenda Johnson were outside of the Receivership.<sup>155</sup> At the same time, he admitted performing no research to determine whether the liens would violate the CRO, because he believed Glenda Johnson’s Assignment Agreement predated the Receivership.<sup>156</sup>

68. Olsen claimed he did not know that assets held in the name of Glenda Johnson

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<sup>150</sup> Second Contempt Order, [docket no. 947](#) at 22.

<sup>151</sup> *Id.* (footnote omitted).

<sup>152</sup> *Id.* at 68:16-69:23.

<sup>153</sup> Olsen Deposition at 69:24-70:2.

<sup>154</sup> *Id.* at 70:21-71:7.

<sup>155</sup> *Id.* at 73:17-73:22.

<sup>156</sup> *Id.* at 73:23-74:12.

were part of the Asset Freeze Order and that the CRO prohibited others from interfering with the Receiver's efforts to take control of properties identified in the CRO.<sup>157</sup> He admits that by signing the lien notice under oath, he was affirming that all the properties identified in the exhibits were properly the subject of liens.<sup>158</sup>

69. The Millard County Lien could not have been filed without the authority of Olsen, the sole owner and manager of Anstram.<sup>159</sup>

70. Olsen signed the Millard County Lien knowing the CRO and Asset Freeze Order were in effect.<sup>160</sup>

71. Olsen acknowledged that without construction of towers on the Millard County properties, liens on those properties would be invalid.<sup>161</sup>

72. Olsen signed the Millard County Lien without verifying that towers had been constructed on properties that would be encumbered by the liens.<sup>162</sup>

**v. Anstram Lien Filed Against Receivership Property in Utah County, Utah**

73. On December 19, 2019, the same day the Millard County Lien was filed, Glenda Johnson also recorded a \$2 million notice of lien against Glenda Johnson's home in Payson

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<sup>157</sup> *Id.* at 74:13-75:12.

<sup>158</sup> *Id.* at 75:17-76:5. As an attorney, Olsen should have been aware that signing a lien notice, under oath, with a reference to attached exhibits, was a verification of the accuracy of the claims relating to the exhibits referenced in the lien notice.

<sup>159</sup> Receiver's Report ¶¶ 29, 38.

<sup>160</sup> Olsen Deposition 12:6-10; 51:7-20.

<sup>161</sup> Receiver's Report ¶ 47.

<sup>162</sup> *Id.*

(Utah County) (“Utah County Lien”).<sup>163</sup> Like the Millard County Lien, the Utah County Lien was granted to Anstram, signed by Olsen on December 18, 2019, was based on contract rights Glenda Johnson assigned to Anstram, and asserted the Receiver was acting improperly by seeking control of this property.<sup>164</sup>

74. Olsen admitted signing the lien.<sup>165</sup> He stated that when he signed the lien on behalf of Anstram, he understood that the lien was on “property where a few towers had been built.”<sup>166</sup> When he came to learn (during his deposition) that the property was Glenda Johnson’s home in Payson, he acknowledged having been to the home and knowing there were no solar towers on the Payson property.<sup>167</sup> He believed the exhibit identifying the property to be liened was not attached to the notice of lien when he signed it.<sup>168</sup> He admitted that if there were no solar towers installed on the Payson property, the lien was improper.<sup>169</sup>

75. The Utah County Lien could not have been filed without the authority of Olsen, the sole owner and manager of Anstram.<sup>170</sup>

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<sup>163</sup> See Second Contempt Order at 22.

<sup>164</sup> Receiver Exhibit 2170. Second Contempt Order at n. 99.

<sup>165</sup> Olsen Deposition at 77:4-77:12.

<sup>166</sup> *Id.* at 77:13-77:16.

<sup>167</sup> *Id.* at 77:17-78:2.

<sup>168</sup> *Id.* at 78:8-78:17.

<sup>169</sup> *Id.* at 78:18-79:2.

<sup>170</sup> Receiver’s Report ¶¶ 29, 38.

76. Olsen signed the Utah County Lien knowing the CRO and Asset Freeze Order were in effect.<sup>171</sup>

77. Olsen acknowledged that without construction of towers on the Utah County property, liens on that property would be invalid.<sup>172</sup>

78. Olsen signed the Utah County Lien without verifying that towers had been constructed on properties that would be encumbered by the liens.<sup>173</sup>

**vi. Anstram Lien Filed Against Receivership Property in Howard County, Texas**

79. On January 14, 2020, Glenda Johnson recorded a \$10 million notice of lien in Howard County, Texas (“Texas Lien”) on property previously owned by the NPJFLP.<sup>174</sup> Like the Millard County Lien and the Utah County Lien, the Texas Lien was granted to Anstram, was signed by Olsen, was based on contract rights Glenda Johnson assigned to Anstram, and asserted the Receiver was acting improperly by seeking control of this property.<sup>175</sup>

80. When Olsen signed the notice of the Texas Lien, he only saw the first two pages; he did not see the three-page exhibit that described the property.<sup>176</sup> This lien notice was signed at the offices of Nelson Snuffer on January 9, 2020.<sup>177</sup> Glenda Johnson and Neldon Johnson were

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<sup>171</sup> Olsen Deposition 12:6-10; 51:7-20.

<sup>172</sup> Receiver’s Report ¶ 47.

<sup>173</sup> *Id.*

<sup>174</sup> See Second Contempt Order at 22.

<sup>175</sup> Receiver Exhibit 2171. Second Contempt Order at n. 99.

<sup>176</sup> Olsen Deposition at 79:3-79:13.

<sup>177</sup> *Id.* at 82:13-83:3.

present when Olsen signed it.<sup>178</sup> Olsen has never been to the Texas Properties but signed the notice of lien because Glenda Johnson told him work had been performed constructing towers on the property.<sup>179</sup> Olsen testified that Glenda Johnson had told him that she or her company had performed work erecting solar towers at the site<sup>180</sup> and that the work performed at the site was worth more than \$10 million.<sup>181</sup> Olsen expressed a belief that the work supposedly performed on the Texas Properties was referenced in documents Glenda Johnson showed him, but did not give him.<sup>182</sup> He agreed that if no work had been performed constructing solar towers on the Texas Properties, the lien was improperly filed.<sup>183</sup>

81. Olsen believed the Texas Properties were owned by IAS.<sup>184</sup> He had never heard of the NPJFLP and did not know what ownership interest Glenda Johnson had in the Texas Properties.<sup>185</sup>

82. The Texas Lien could not have been filed without the authority of Olsen, the sole owner and manager of Anstram.<sup>186</sup>

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<sup>178</sup> *Id.* at 83:4-83:8.

<sup>179</sup> *Id.* at 79:14-80:12.

<sup>180</sup> *Id.* at 81:2-81:7.

<sup>181</sup> *Id.* at 81:8-81:20.

<sup>182</sup> *Id.* at 81:21-81:23.

<sup>183</sup> *Id.* at 80:13-80:15.

<sup>184</sup> *Id.* at 80:16-80:19.

<sup>185</sup> *Id.* at 80:20-81:1.

<sup>186</sup> Receiver's Report ¶¶ 29, 38.

83. Olsen signed the Texas Lien knowing the CRO and Asset Freeze Order were in effect.<sup>187</sup>

84. Olsen acknowledged that without construction of towers on the Texas Properties, liens on those properties would be invalid.<sup>188</sup>

85. Olsen signed the Texas Lien without verifying that towers had been constructed on properties that would be encumbered by the liens.<sup>189</sup>

86. The lien on the Texas Properties was recorded by Glenda Johnson subsequent to the time the Texas Properties had become exclusive property of the Receivership Estate.

**vii. Glenda Johnson Lawsuit Against the Purchaser of the Tower Site**

87. On February 10, 2020, Glenda Johnson filed a lawsuit against Wings West LC, the purchaser of the Tower Site Property (“Wings West Lawsuit”).<sup>190</sup> The lawsuit sought \$9 million for labor and materials that Glenda Johnson said was “provided to or at the request of INTERNATIONAL AUTOMATED SYSTEMS, INC.”<sup>191</sup> The complaint reiterated claims from the Tower Property Lien that labor and materials were provided between January 2004 and August 14, 2019. The Wings West Lawsuit included a copy of the August 15, 2019 lien Glenda Johnson initially filed against the Tower Site.<sup>192</sup>

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<sup>187</sup> Olsen Deposition 12:6-10; 51:7-20.

<sup>188</sup> Receiver’s Report ¶ 47.

<sup>189</sup> *Id.*

<sup>190</sup> *Johnson v. Wings West*, Case No. 200700008, Utah Fourth District Court, *Complaint*, filed February 10, 2020 (“Wings West Lawsuit”).

<sup>191</sup> Wings West Lawsuit, *Complaint* at 2.

<sup>192</sup> *Id.*



88. On March 20, 2020, the Receiver filed an Affidavit of Non-Compliance against Glenda Johnson, seeking an order from this Court requiring dismissal of the Wings West Lawsuit and two of the liens.<sup>193</sup> On May 5, 2020, the Court issued an order requiring Glenda Johnson to dismiss the Wings West Lawsuit and the three liens (“Lien Release Order”).<sup>194</sup> She also was “prohibited from asserting any lien against or initiating any litigation in any form relating to any real property identified in the Corrected Receivership Order without prior approval of the Court or the Receiver.”<sup>195</sup>

89. Glenda Johnson dismissed the Wings West Lawsuit on May 5, 2020—the same day as the order. Even though she dismissed her claims, the litigation continued on the counterclaim asserted by Wings West. She also filed a third-party complaint against Thomas Mancini, the expert witness for the United States in its enforcement action.<sup>196</sup> Glenda Johnson’s answer and third party complaint sought to have the Fourth District Court in Millard County declare that the U.S. District Court had no subject matter jurisdiction over Glenda Johnson’s property, that this Court’s order that she dismiss the Wings West Lawsuit was void, and that her lawsuit against Wings West could proceed.<sup>197</sup> She asked the Fourth District Court “to set aside

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<sup>193</sup> [Docket no. 888](#), filed March 20, 2020.

<sup>194</sup> *Order Re: Affidavit of Non-Compliance Against Glenda Johnson*, [docket no. 920](#), filed May 5, 2020.

<sup>195</sup> *Id.* at 6.

<sup>196</sup> *Wings West Lawsuit: Answer to Counterclaim and Third Party Complaint*, filed May 29, 2020.

<sup>197</sup> *Id.* at 1. She asserted that the Court’s May 5, 2020 order was unconstitutional and obtained by “fraud on the court.” *Id.*

the decision in Civil No. 2:15-cv-00828-DN and enjoin any further proceedings in that case until this matter is fully resolved.”<sup>198</sup>

90. On August 20, 2020, the Fourth District Court for Millard County granted Wings West’s motion for summary judgment.<sup>199</sup> The Fourth District Court found “the mechanic’s lien was a wrongful lien filing and prohibited by Utah law and by Federal court order.”<sup>200</sup> The court invoked the civil penalty provisions of Utah Code Ann. § 38-1a-308 and awarded Wings West damages of \$18 million against Glenda Johnson.<sup>201</sup>

91. On September 16, 2020—almost a month after summary judgment was granted—Glenda Johnson filed an opposition to Wings West’s summary judgment motion (“SJ Opposition”).<sup>202</sup> In the SJ Opposition, Glenda Johnson made numerous false statements to the Fourth District Court regarding effects of orders issued by this Court, including:

- a. “LaGrand Johnson and Randy Johnson [have] two thirds ownership and combined control over the property and contracts” of Solstice.<sup>203</sup>
- b. “XSun is now owned by Neldon Johnson one third, Lagrand [sic] Johnson

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<sup>198</sup> *Id.* at 5, 7-8. In the Wings West Lawsuit, Glenda Johnson averred that if this Court attempted to establish subject matter jurisdiction, the Court would become an advocate for one side, lose its impartiality, and deny due process to Glenda Johnson. *Id.* at 6. She also argued that once the Receivership Defendants filed their appeal, the District Court lost all jurisdiction to issue any rulings in the case. *Id.* at 6-7.

<sup>199</sup> *Id.*, *Amended Order Regarding Defendant’s Motion for Summary Judgment and Motion to Strike*, filed August 20, 2020.

<sup>200</sup> *Id.* at 2.

<sup>201</sup> *Id.* The court also awarded \$6,000 in attorney’s fees to Wings West in a separate order issued September 10, 2020.

<sup>202</sup> *Wings West Lawsuit, Opposition to Plaintiff’s Motion for Summary Judgment*, September 16, 2020.

<sup>203</sup> *Id.* at 2. This is at odds with Glenda Johnson’s statement elsewhere in the SJ Opposition that Solstice had been voluntarily dissolved in July 2018 and ignores that at the time the SJ Opposition was filed, Solstice and all of its “properties and contracts” were Receivership property.

one third, and Randy Johnson one third. XSun is now controlled by Legrand [sic] Johnson and Johnson's two thirds ownerships combine ownership."<sup>204</sup>

c. "A lease was granted in 2011 to XSun. No notice of deficiency has been given by IAS to XSun. Therefore, according to the lease agreement, [the lease] is still in effect."<sup>205</sup>

d. "I [Glenda Johnson] still legally have access to the [Tower Site] property. This gives me the right to continue my contract and work."<sup>206</sup>

e. "As of February 29, 2020, the two controlling partners dissolved XSun and this gave direct control over the lease to Randy Johnson and Lagrand [sic] Johnson."<sup>207</sup>

f. "The mechanics lien travels with the land."<sup>208</sup>

g. "[W]hen my property is attacked, I have the right to defend myself using these laws and procedures. . . . [T]his gives the right to file a mechanics lien."<sup>209</sup>

h. "I am entitled to a collateral attack on [the federal] cases. I brought a

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<sup>204</sup> *Id.* In fact, in September 2020 XSun was under the exclusive control of the Receiver and none of the Johnsons had any ownership of XSun.

<sup>205</sup> *Id.* Because IAS and XSun were both in the Receivership Estate at the time the SJ Opposition was filed, the effects of the leases between the entities were under the exclusive control of the Receiver.

<sup>206</sup> *Id.* The reality is that as of October 31, 2018 the CRO prohibited Glenda Johnson from accessing the Tower Site and doing any work on Receivership Property.

<sup>207</sup> *Id.* Contrary to her statement, the CRO and Affiliates Order removed any authority of Randale and LaGrand Johnson to take any action regarding XSun and prohibited anyone other than the Receiver from dissolving XSun.

<sup>208</sup> *Id.* at 3. This is at odds with the August 2019 lien having expired and the Court order approving the sale of the Tower Site having ordered that any liens on the property attached only to the proceeds of the sale.

<sup>209</sup> *Id.* This statement ignores the fact that Glenda Johnson was never an owner of the Tower Site; the Texas Properties was titled in the name of IAS.

challenge to the [federal] case and have a pending Rule 60b Motion, [and] a Petition for Rehearing in the 10<sup>th</sup> Circuit Court . . . .”<sup>210</sup>

92. The same day, September 16, 2020, Glenda Johnson filed a notice of appeal of the state court judgment against her. This appeal was in disregard of the Court’s May 5, 2020 order that “Glenda Johnson is prohibited from asserting any lien against or initiating any litigation in any form relating to any real property identified in the Corrected Receivership Order without prior approval of the Court or express written permission of the Receiver.”<sup>211</sup> The Court issued no order authorizing the filing of the appeal and the Receiver gave no permission for this form of continued litigation.

93. The Utah Fourth District Court also ruled that Glenda Johnson is a vexatious litigant and that Wings West need not respond to any further filings by Glenda Johnson unless instructed to do so by that court.<sup>212</sup>

**viii. Glenda Johnson’s Testimony During Contempt Proceedings**

94. At a January 2020 evidentiary hearing in connection with the United States’ second contempt motion<sup>213</sup> Glenda Johnson testified regarding her role in creating and recording

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<sup>210</sup> *Id.* In reality, Glenda Johnson was not a Receivership Defendant. She did not bring a challenge to this case. She did not have a Rule 60b motion pending (although Neldon Johnson did) and the Receivership Defendants’ petition for rehearing in the Tenth Circuit had been denied two months earlier on July 17, 2020. Glenda Johnson has initiated an action in this District that seeks an outcome similar to a Rule 60b motion. *Glenda Johnson v. IRS*, 2:20-cv-00090-HCN (D. Utah).

<sup>211</sup> [Docket no. 920](#) at 6 (Order, ¶ 3).

<sup>212</sup> Receiver’s Report, ¶ 152.

<sup>213</sup> [Docket no 754](#), filed August 21, 2019.

the Millard County Lien.<sup>214</sup> She testified that “the property was all mine.”<sup>215</sup>

95. She claimed ignorance about when Anstram was formed and who its owners were.<sup>216</sup> She did not know if Anstram owned any lenses.<sup>217</sup> She had seen no financial statements for Anstram, did not know what assets it owned, and did not know how many employees the company had.<sup>218</sup>

96. While Glenda Johnson indicated an expectation to receive \$30 million in “energy product” from Anstram, she “[doesn’t] know exactly what they do. It’s just that I know that I will be getting some stuff that could be for lenses to do some kind of - - what do they call that? PVC – I think its PVC. Anyway, it’s just so new, I’m not totally completely understanding everything.”<sup>219</sup>

97. Glenda Johnson’s courtroom testimony is at odds with Olsen’s deposition testimony that Glenda Johnson was the sole employee of Anstram, the source of technology that Anstram owned, and the person Anstram would rely on to develop the solar technology.<sup>220</sup>

98. In her courtroom testimony, Glenda Johnson explained that she wanted to transfer her property to Olsen because “I have got to protect this property so that we can put up energy

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<sup>214</sup> January 23, 2020, Tr. Volume II, 155:20-154:1.

<sup>215</sup> *Id.* at 156:9-156:11.

<sup>216</sup> *Id.* at 157:3-157:8.

<sup>217</sup> *Id.* at 161:15-161:19.

<sup>218</sup> *Id.* at 161:20-162:1.

<sup>219</sup> *Id.* at 158:22-159:23.

<sup>220</sup> In court, Glenda Johnson claimed to be uncertain about who at Anstram had told her she would be getting “energy product” when those discussions were held, and what type of energy product she would receive. *Id.* at 160:20-161:17.

products.”<sup>221</sup> She affirmed that the \$30 million face value of the Millard County Lien was for work that had not yet been performed.<sup>222</sup>

99. On February 25, 2020, the Court issued an order again finding Glenda Johnson in civil contempt. Part of the contempt finding was due to her actions in creating and recording liens against Receivership Property.<sup>223</sup>

100. In its order finding contempt, the Court found that the Millard County properties were “subject to the asset freeze under the CRO” and that her purpose in filing the Millard County Lien “was to hinder the Receivership.”<sup>224</sup>

101. The Second Contempt Order also noted that Glenda Johnson had filed the Utah County Lien and the Texas Lien, finding that the filing of “these liens violate the Asset Freeze, the CRO, and the Affiliates Order” and that “[s]he intended to interfere with the Receivership through unilateral action rather than through allowable legal processes.”<sup>225</sup>

**ix. Forced Transfer of Anstram Energy from Olsen to Hamblin**

102. On February 29, 2020—four days after the hearing on contempt—Glenda Johnson directed Olsen to relinquish control over Anstram.

103. Olsen testified that Glenda Johnson contacted him in February, wanting to meet with him. Glenda and Neldon Johnson went to Olsen’s home, asking him to transfer Anstram to

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<sup>221</sup> *Id.* at 163:12-163:14.

<sup>222</sup> *Id.* at 164:12-165:1.

<sup>223</sup> Second Contempt Order, [docket no. 947](#), filed July 6, 2020 at 21 (footnote omitted).

<sup>224</sup> *Id.*

<sup>225</sup> *Id.* at 22-23.

someone else they had picked to own the company.<sup>226</sup> Olsen was shocked.<sup>227</sup> When the Receiver asked why Olsen was willing to give up control over a company when he expected to receive tens of millions of dollars in benefits from the company, Olsen testified that Anstram could not succeed without cooperation from Glenda and Neldon Johnson, meaning he would not receive the expected profits without their assistance.<sup>228</sup> At that meeting, Olsen understood that the technology could not be developed without their assistance and if he refused the transfer, the company would have no value; he felt powerless to refuse.<sup>229</sup> Olsen said there had been nothing from his Tax Court trial that had made him think that Anstram's rights were worthless or that made him want to give up ownership of Anstram.<sup>230</sup>

104. Under pressure, Olsen agreed to relinquish his control over Anstram. At the meeting at Olsen's home, Olsen prepared and signed a document entitled "Transfer of Membership Interests."<sup>231</sup>

105. At this meeting, neither Glenda Johnson nor Neldon Johnson informed Olsen that they both had been found in contempt of court four days earlier.<sup>232</sup>

106. At the time he prepared the transfer document, Olsen knew that Hamblin would

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<sup>226</sup> Olsen Deposition at 84:7-84:14.

<sup>227</sup> *Id.*

<sup>228</sup> *Id.* at 84:15-85:1.

<sup>229</sup> *Id.* at 85:2-85:13.

<sup>230</sup> *Id.* at 85:17-86:1.

<sup>231</sup> *Id.* See also Impossibility Declaration ¶ 3(k). The document itself is Receiver Exhibit 2177 and in evidence as [docket no. 937-2](#).

<sup>232</sup> *Id.* at 99:19-99:22.

be the new owner of Anstram.<sup>233</sup> The Transfer of Membership Interests, however, did not identify the new owner of Anstram. Blank spaces were left in the document where the buyer's name could be inserted.<sup>234</sup> Glenda Johnson's signature was affixed to the document at Olsen's home.<sup>235</sup>

107. Olsen had not had any discussions with Hamblin before this time about the sale of Anstram to Hamblin.<sup>236</sup>

108. Hamblin came to Glenda Johnson's home in Payson, Utah later the same day.<sup>237</sup> At that time, Hamblin inserted his name as the buyer of Anstram Energy<sup>238</sup> and signed the Transfer of Membership Interests.<sup>239</sup> He had not seen the document before signing it.<sup>240</sup>

109. At the time, Hamblin also was not aware that the Court had found Glenda and Neldon Johnson in contempt four days earlier. The contempt hearing and ruling were not discussed at the meeting.<sup>241</sup>

110. Initially in his deposition testimony, Hamblin recalled that he personally handed Olsen the \$10.00 in consideration described in the Transfer of Membership Interests and agreed

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<sup>233</sup> *Id.* at 89:20-90:8.

<sup>234</sup> [Docket no. 937-1](#); Olsen Deposition at 89:20-90:8.

<sup>235</sup> *Id.* at 90:9-90:12.

<sup>236</sup> *Id.* at 89:16-89:19.

<sup>237</sup> Hamblin Deposition at 87:25-88:5.

<sup>238</sup> *Id.* at 88:6-88:8.

<sup>239</sup> Declaration of Glenda Johnson, [docket no. 937](#), ¶ 3(1).; Hamblin Deposition at 88:9-88:11.

<sup>240</sup> Hamblin Deposition at 89:1-89:4.

<sup>241</sup> *Id.* at 91:8-91:21.



to pay \$2,700.00 in pending corporate renewal fees that Anstram owed to Nevis authorities.<sup>242</sup>

Later in his deposition, Hamblin stated that Olsen was not present when he (Hamblin) signed the Transfer of Membership Interests and that the document was signed when Hamblin had met with Glenda Johnson at her home.<sup>243</sup>

111. Olsen testified he received no consideration from Hamblin for the transfer of Anstram (other than the \$10.00)<sup>244</sup> and agreed that it made no economic sense for him to sell a company that expected to earn tens of millions of dollars for zero consideration.<sup>245</sup> He received no payments from Glenda Johnson for the transfer.<sup>246</sup>

112. Olsen said he had no communications with Hamblin regarding the transfer.<sup>247</sup> Olsen did not meet with Hamblin or tell Hamblin about Anstram's obligation to give \$50 million worth of projects to Glenda Johnson, about Glenda Johnson's employment agreement, or about the liens.<sup>248</sup> Olsen testified that any information Hamblin possessed regarding Anstram would have come from Glenda Johnson, not Olsen;<sup>249</sup> Olsen gave no documents relating to Anstram to

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<sup>242</sup> *Id.* at 86:11-86:18; 87:12-87:21; 163:16-163:21.

<sup>243</sup> *Id.* at 88:12-90:13.

<sup>244</sup> Olsen Deposition at 86:2-86:4. Later in his deposition, Olsen said Hamblin may have given him (Olsen) \$10 when they met at Nelson Snuffer in June 2020. *Id.* at 90:18-91:12.

<sup>245</sup> *Id.* at 86:5-86:13.

<sup>246</sup> *Id.* at 90:13-90:17.

<sup>247</sup> *Id.* at 18:22-19:6.

<sup>248</sup> *Id.* at 83:13-84:6; 92:3-92:11.

<sup>249</sup> *Id.* at 92:3-92:15.

Hamblin before or after the transfer.<sup>250</sup>

113. Olsen did not notify corporate authorities in Nevis or Anstram's registered agent that he no longer owned Anstram.<sup>251</sup> Olsen said Hamblin would have known how to contact Nevis authorities or the registered agent only if Glenda Johnson provided that information to Hamblin.<sup>252</sup>

114. Upon taking control of Anstram, Hamblin did not provide any notice to Anstram's registered agent in Nevis or to Nevis regulatory authorities; he believed Olsen would provide that notice when Olsen paid the corporate renewal fees.<sup>253</sup> Olsen testified that six months later, in August 2020, he told Hamblin that he (Olsen) had received information regarding the renewal of Anstram's corporate status and had forwarded that information to Glenda Johnson to send to Hamblin.<sup>254</sup>

115. After Hamblin took control of Anstram, Anstram conducted no additional business, signed no contracts other than the Transfer of Membership Interests,<sup>255</sup> purchased no equipment, obtained no office space, and performed no solar technology work.<sup>256</sup> He believes

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<sup>250</sup> Hamblin Deposition at 26:5-26:7.

<sup>251</sup> Olsen Deposition at 100:16-101:3.

<sup>252</sup> *Id.* at 101:4-101:7.

<sup>253</sup> Hamblin Deposition at 90:14-91:1.

<sup>254</sup> Olsen Deposition at 19:7-19:23; 101:11-101:21. Olsen explained that he sent the renewal information to Glenda Johnson because he did not have the email address for Hamblin. Hamblin indicated he had received the information. *Id.*

<sup>255</sup> Hamblin Deposition at 91:22-92:5. Hamblin stated he believed another document relating to Anstram was signed after this date, at the offices of Nelson Snuffer, but he did not have a copy. *Id.* at 92:6-92:21.

<sup>256</sup> *Id.* at 92:22-93:8.

Anstram has patents and licensing rights to the solar technology, but is not aware of any documents granting that technology to Anstram.<sup>257</sup>

116. At the time of his deposition, Hamblin was not aware that Glenda Johnson had filed the Millard County Lien in December 2019.<sup>258</sup> He had not seen a copy of the Millard County Lien before his deposition.<sup>259</sup> Hamblin believes that either Neldon Johnson or Glenda Johnson told him that Glenda Johnson was the owner of the original Tower Site property.<sup>260</sup>

117. Glenda Johnson stated that Hamblin first expressed a desire to acquire Anstram in January 2020. In a sworn statement, she testified that shortly after Olsen’s U.S. Tax Court trial in January 2020,<sup>261</sup> Hamblin told her he wanted to acquire the “rights, title and interest in my assets” held by Anstram Energy.<sup>262</sup> Hamblin’s testimony was to the contrary. When asked: “Shortly after Olsen’s tax court trial, did you express an interest to Glenda Johnson in buying the Anstram Liens?”, Hamblin responded “No.”<sup>263</sup>

118. Hamblin said he received information about the Olsen Tax Court trial from either

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<sup>257</sup> *Id.* at 93:9-95:6. Hamblin’s belief that Anstram owned technology rights came from either Neldon Johnson or Olsen. *Id.* Later, Hamblin stated he believed his technology rights derived from his part ownership of the NPJFLP and that any technology rights belonged to the NPJFLP, not to Hamblin individually. Nevertheless, he believes Anstram owns rights to the solar technology. *Id.* at 95:2-98:16.

<sup>258</sup> *Id.* at 27:17-28:20.

<sup>259</sup> *Id.* at 29:12-29:14.

<sup>260</sup> *Id.* at 80:3-80:20. The Tower Site property was actually titled in the name of IAS.

<sup>261</sup> U.S. Tax Court Docket No. 26469-14 and 21247-16.

<sup>262</sup> Impossibility Declaration ¶ 3(i).

<sup>263</sup> Hamblin Deposition at 73:22-73:25. Hamblin appeared to give a different answer at 83:25-84:9, indicating that when he learned that Olsen already had liens on the properties, he (Hamblin) wanted them.

Neldon or Glenda Johnson, who told Hamblin the trial was going well.<sup>264</sup> Shortly after the conclusion of the Tax Court trial, Glenda Johnson told Hamblin that Olsen was interested in selling his rights to the property liens.<sup>265</sup>

119. Hamblin's testimony is that he first heard about Anstram from Neldon Johnson and that Neldon Johnson told Hamblin that Neldon Johnson had put assets into Anstram.<sup>266</sup>

120. Other testimony by Glenda Johnson, Hamblin, and Olsen about events leading up to Hamblin acquiring Anstram is inconsistent. Glenda Johnson said she suggested that Hamblin contact Olsen about acquiring Anstram.<sup>267</sup> Hamblin testified that he never called Olsen, but he believes Olsen called him (Hamblin) to discuss the transfer of Anstram<sup>268</sup> and that they would meet at Nelson Snuffer to sign the transfer documents.<sup>269</sup> Olsen disputed Glenda Johnson's declaration testimony that Hamblin contacted him (Olsen) with an interest in buying Anstram, saying Hamblin never contacted him.<sup>270</sup> Olsen testified that he never talked with Hamblin regarding the transfer of Anstram, saying the first time he spoke with Hamblin other than at tours and seminars (held several years previously) was in June 2020 when Olsen and Hamblin were at

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<sup>264</sup> *Id.* at 77:1-78:3.

<sup>265</sup> *Id.* at 78:4-78:20.

<sup>266</sup> *Id.* at 38:20-39:21.

<sup>267</sup> Impossibility Declaration, ¶ 3(j).

<sup>268</sup> Hamblin Deposition at 33:19-34:14; 84:20-85:7.

<sup>269</sup> *Id.* at 86:6-86:18; *see* 29:20-30:3.

<sup>270</sup> Olsen Deposition at 88:9-88:11.

Nelson Snuffer to sign declarations at the request of Glenda Johnson.<sup>271</sup>

121. Hamblin said he has had no other dealings with Olsen other than buying Anstram.<sup>272</sup>

122. Neldon Johnson led Hamblin to believe that Anstram would own technology and real property belonging to Neldon Johnson because those assets were owned by Glenda Johnson and were not affected by the CRO.<sup>273</sup> Glenda Johnson told Hamblin that she owned all the assets and could transfer them to Hamblin.<sup>274</sup>

123. At the time of his deposition, Hamblin did not know what contract rights Glenda Johnson had in the properties or where she got rights to the properties. He had not seen any documents or agreements that gave Glenda Johnson rights to the properties.<sup>275</sup> He believes Anstram owes no obligation to Glenda Johnson in exchange for the \$30 million worth of liens she assigned to Anstram.<sup>276</sup>

124. Even after acquiring Anstram, Hamblin still did not know the form of Anstram's corporate structure. Hamblin has never been to Nevis.<sup>277</sup> He does not know why Anstram was

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<sup>271</sup> *Id.* at 18:22-19:6; 88:12-89:1.

<sup>272</sup> Hamblin Deposition at 163:13-163:15.

<sup>273</sup> Hamblin Deposition at 40:13-41:6; 42:9-43:6.

<sup>274</sup> *Id.* at 43:7-43:12. Hamblin was a real estate agent and had previously assisted in the transfer of properties into Glenda Johnson's name. *Id.* at 43:24-44:9.

<sup>275</sup> *Id.* at 47:19-48:8; 59:11-59:22.

<sup>276</sup> *Id.* at 62:4-67:4.

<sup>277</sup> Hamblin Deposition at 47:3-47:15.

created as a Nevis company.<sup>278</sup> He never received a copy of Anstram's articles of Organization prior to his deposition.<sup>279</sup> Hamblin believes the only financial asset Anstram has, other than the assigned liens, was \$2,875 that he paid to renew its annual company registration.<sup>280</sup> Anstram has no bank account, no employees other than Hamblin, and no prior experience in the energy industry.<sup>281</sup>

125. Because the Millard County Lien was assigned to Anstram, Hamblin believes it is an asset of Anstram.<sup>282</sup> At the time of his deposition, Hamblin said the only liens he knew that were owned by Anstram were the Millard County Lien and the Tower Property Lien.<sup>283</sup> Despite believing that Anstram owned liens on properties in Millard County, Hamblin had never seen the Millard County Lien before his deposition; he was not present at Nelson Snuffer when Olsen signed the lien notice.<sup>284</sup>

126. Before his deposition, Hamblin was not aware that Anstram was granted a lien on the Payson home that was titled in Glenda Johnson's name.<sup>285</sup> He does not know if Anstram gave anything to Glenda Johnson in exchange for the lien on the Payson home.<sup>286</sup>

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<sup>278</sup> *Id.* at 54:18-54:20.

<sup>279</sup> *Id.* at 54:10-54:17.

<sup>280</sup> *Id.* at 55:17-57:4.

<sup>281</sup> *Id.* at 57:5-58:15.

<sup>282</sup> *Id.* at 29:9-29:11.

<sup>283</sup> *Id.* at 54:21-55:16.

<sup>284</sup> *Id.* at 67:10-67:19.

<sup>285</sup> *Id.* at 67:20-68:25. This was marked as Receiver Exhibit 2170.

<sup>286</sup> Hamblin Deposition at 69:6-69:9.

127. Before his deposition, Hamblin was not aware that Anstram had recorded the Texas Lien on properties titled in the name of the NPJFLP and had never seen a copy of the lien filing.<sup>287</sup> He does not know if Anstram gave anything to Glenda Johnson in exchange for her assigning the Texas Lien to Anstram.<sup>288</sup> He did know that NPJFLP was the title owner of the Texas Properties and that the assets of NPJFLP were put into the Receivership Estate in May 2019.<sup>289</sup>

128. Neither newly formed Anstram Energy nor Hamblin have any apparent ability to “continue to develop this technology.”<sup>290</sup>

**x. Additional False Statements by Glenda Johnson**

129. In response to the Court’s May 5, 2020 Lien Release Order, Glenda Johnson filed a declaration claiming she was unable to release the liens.<sup>291</sup>

130. Glenda Johnson mischaracterized her role in creation of the liens, falsely claiming under oath: “I only gave information for the preparation of the documents, such as form and property descriptions, and recorded the liens with the counties.”<sup>292</sup>

131. Glenda Johnson’s declaration testimony that she reached out to Olsen on May 5,

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<sup>287</sup> *Id.* at 69:23-71:11. This was marked as Receiver Exhibit 2171.

<sup>288</sup> Hamblin Deposition at 71:15-71:18.

<sup>289</sup> *Id.* at 72:1-72:25.

<sup>290</sup> *Olsen v. Commissioner of Internal Revenue*, Docket No’s 26469-14 & 21247-16, Tr. 308:11-308:12, Jan. 22, 2020 (U.S. Tax Court).

<sup>291</sup> [Docket no. 925](#), filed May 14, 2020.

<sup>292</sup> *Id.* ¶ 4.

2020 to ask him to have Anstram release the property liens<sup>293</sup> was made in her full knowledge that Hamblin had been the sole owner of Anstram since February 29, 2020.<sup>294</sup> Olsen, for his part, has no recollection of Glenda Johnson attempting to contact him on May 5, 2020.<sup>295</sup>

132. Glenda Johnson’s declaration that she “knew that Preston Olsen was *planning* to sell his interest in Anstram Energy, LLC. [sic] to Roger Hamblin,”<sup>296</sup> was made when she knew that Anstram had been sold to Hamblin more than two months before that time—in a transfer she engineered.<sup>297</sup> Indeed, she was present when the transfer agreement was executed on February 29, 2020 and even signed the agreement as a witness.<sup>298</sup> Olsen affirmed that on May 14, 2020, Glenda Johnson knew Anstram had been transferred to Hamblin and that Olsen could not have released the liens.<sup>299</sup> Glenda Johnson never requested any help from Olsen in getting the Anstram liens released.<sup>300</sup>

**xi. Hamblin and Olsen Declarations in Support of Glenda Johnson**

133. At the request of Nelson Snuffer, Olsen signed a June 9, 2020 declaration in support of Glenda Johnson’s claim of impossibility in releasing the Anstram liens.<sup>301</sup>

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<sup>293</sup> *Id.* at ¶¶ 2 (e, f).

<sup>294</sup> Hamblin Deposition at 107:2-107:11.

<sup>295</sup> Olsen Deposition at 92:21-93:11.

<sup>296</sup> Docket No. 925 at ¶ 2 (g) (emphasis added).

<sup>297</sup> Hamblin Deposition at 107:2-108:9.

<sup>298</sup> [Docket No. 937-1](#), filed June 10, 2020.

<sup>299</sup> Olsen Deposition at 93:12-93:17.

<sup>300</sup> *Id.* at 94:6-94:13.

<sup>301</sup> [Docket no. 937-3](#), filed June 10, 2020.



134. While at Nelson Snuffer to sign his declaration, Olsen also met with Neldon Johnson, Glenda Johnson, and Hamblin.<sup>302</sup> At that time, Neldon Johnson indicated to Olsen that Neldon Johnson was continuing work on a concentrated photovoltaic tank.<sup>303</sup>

135. Hamblin's also signed a June 9, 2020 declaration to the Court, which was prepared by Nelson Snuffer.<sup>304</sup> He signed the declaration at the request of Nelson Snuffer; he does not remember any discussions with Glenda Johnson about preparing or signing a declaration.<sup>305</sup>

136. Hamblin admitted that Nelson Snuffer requested that Hamblin release the liens recorded by Anstram.<sup>306</sup> Nelson Snuffer was Hamblin's counsel and also counsel for Glenda Johnson. Hamblin does not know if Nelson Snuffer made that request to him as his attorney or as Glenda's attorney.<sup>307</sup>

137. At the time Hamblin signed his June 9, 2020 declaration and affirmed Anstram's refusal to release the property liens, he was not aware that the Court had previously ruled that Glenda Johnson had violated the CRO by filing the Tower Property Lien.<sup>308</sup>

138. Hamblin was not aware, when he signed his declaration, that five days previously

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<sup>302</sup> *Id.* at 47:5-48:5.

<sup>303</sup> *Id.* at 48:1-48:22.

<sup>304</sup> Hamblin Deposition at 74:1-75:19.

<sup>305</sup> *Id.* at 76:10-76:115; 100:5-100:21.

<sup>306</sup> Email from Steven Paul to Roger Hamblin, May 14, 2020 found at [docket no. 925](#) at 4.

<sup>307</sup> Hamblin Deposition at 109:15-109:24.

<sup>308</sup> *Id.* at 103:11-104:5.

(on June 4, 2020) the Court had ordered<sup>309</sup> Glenda Johnson to provide information to the Court about her inability to release the liens.<sup>310</sup> He was not aware his declaration was going to be filed with the Court.<sup>311</sup>

**xii. Hamblin’s Conspiratorial Lawsuit Against Glenda Johnson**

139. On June 8, 2020—four days after the Court ordered Glenda Johnson to demonstrate her inability to release the property liens and one day before he signed a declaration in support of Glenda Johnson—Hamblin filed a lawsuit against Glenda Johnson. The lawsuit seeks to foreclose on the liens she had granted to Anstram Energy (“Hamblin Lawsuit”).<sup>312</sup>

140. The Hamblin Lawsuit was filed in response to the Court’s June 4 order<sup>313</sup> requiring Glenda Johnson to demonstrate her claimed inability to release the liens.<sup>314</sup> Before he filed the Hamblin Lawsuit, Hamblin told Neldon Johnson that he (Hamblin) intended to sue Glenda Johnson; he may have discussed his litigation plans with his (and Glenda Johnson’s) attorneys at Nelson Snuffer in advance of filing the complaint.<sup>315</sup> Through the lawsuit, Hamblin

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<sup>309</sup> [Docket no. 933](#), filed June 4, 2020.

<sup>310</sup> Hamblin Deposition at 112:13-112:17. This statement is at odds with Hamblin’s acknowledgement that he did receive an email from Nelson Snuffer on May 14, 2020 telling Hamblin that the court had determined the liens were not authorized. Hamblin explained the inconsistency by saying he had not internalized the information in the email that the Court had determined the lien filings were not authorized. *Id.* at 112:18-114:24.

<sup>311</sup> *Id.* at 115:5-115:9.

<sup>312</sup> *Hamblin v. Johnson*, Case No. 200600286 (Utah Fifth District Court for Washington County). The Complaint can be found at [Docket no. 1055-5](#).

<sup>313</sup> [Docket no. 933](#).

<sup>314</sup> Hamblin Deposition at 116:4-116:17.

<sup>315</sup> *Id.* at 11118:13-119:21.

hoped to get a jury to look at the solar lens project;<sup>316</sup> he wanted to start a new lawsuit that would be heard by a different judge and explain to a jury why the solar technology worked.<sup>317</sup> He felt a jury would not be tainted in evaluating the technology.<sup>318</sup>

141. Glenda Johnson's June 10, 2020 Impossibility Declaration claimed she had done her best to persuade Anstram to release the liens but made no mention of the Hamblin Lawsuit filed against her two days earlier.<sup>319</sup>

142. Hamblin's June 9, 2020 declaration<sup>320</sup> made no mention of the lawsuit he had filed against Glenda Johnson the previous day.<sup>321</sup>

143. There is uncertainty about who drafted the complaint in the Hamblin Lawsuit. The complaint is three pages long, followed by 29 pages of exhibits. Hamblin only remembers signing and filing the three-page complaint; he does not remember the exhibits being part of the complaint that he signed.<sup>322</sup> He could not answer who drafted the complaint, saying that the handwritten portions of the complaint did not look like his printing.<sup>323</sup> The top of the first page of the complaint lists Hamblin's name and contact information. His name was originally spelled

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<sup>316</sup> *Id.* at 115:20-116:1.

<sup>317</sup> *Id.* at 117:1-117:20.

<sup>318</sup> *Id.* at 119:12-119:17.

<sup>319</sup> *See* Impossibility Declaration.

<sup>320</sup> Docket No. 937-2

<sup>321</sup> Hamblin Deposition at 120:14-120:22.

<sup>322</sup> *Id.* at 120:3-121:20.

<sup>323</sup> *Id.* at 121:21-121:23. Later he said that the version from the court clerk's files "looks like, a little bit different than what I did for some reason." *Id.* at 124:21-124:25. There was an extended discussion of reasons Hamblin believed what was in the court file was not what he created. "[T]his was not how I filed it." *Id.* at 125:1-129:12.

as “Hamblim,” but the last three letters were crossed out and the handwritten letters “l-i-n” were inserted above the typed name.<sup>324</sup> Hamblin said that the corrective handwriting on the complaint was not his.<sup>325</sup> He does not remember seeing the penalty of perjury language in the document he signed and filed with the court.<sup>326</sup>

144. The complaint has a typed signature date of June 4, 2020, which was the same date as the Court’s order requiring Glenda Johnson to demonstrate her inability to get the liens released.<sup>327</sup> However, the complaint was not filed until June 8, 2020. In the Receiver’s Report, the Receiver speculates that Glenda Johnson may have prepared the complaint, typed a June 4, 2020 signature date, and mailed (or emailed) the document to Hamblin for him to sign and file.<sup>328</sup> Hamblin did not confirm or deny this speculation.<sup>329</sup> Hamblin did, however, indicate that Glenda might have suggested that he sue her.<sup>330</sup>

145. In a fashion similar to the Tower Property Lien, Millard County Lien, Utah County Lien, and Texas Lien, the complaint asserts that Hamblin provided labor and materials

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<sup>324</sup> Hamblin Lawsuit, Complaint at 1.

<sup>325</sup> Hamblin Deposition at 124:8-124:20.

<sup>326</sup> *Id.* at 135:25-136:13.

<sup>327</sup> [Docket no. 933](#), filed June 4, 2020.

<sup>328</sup> Receiver’s Report at 37-39.

<sup>329</sup> Hamblin Deposition at 137:3-138:5.

<sup>330</sup> Hamblin Deposition at 141:16-141:20. “[I]t might have come up in a discussion, I think.” See *id.* at 142:18-143:17 (Hamblin and the Johnsons wanted “to be able to get in front of a jury to prove that our technology is correct” and the method to get it before a jury was to “have [Hamblin] sue Glenda and to be able to take liens, enforce liens against her property.”)

on properties in Millard County and Utah County.<sup>331</sup> Hamblin later testified that the labor and materials he provided on the Millard County properties consisted of visiting the solar sites every few weeks to see the progress and the money he put into the solar program.<sup>332</sup>

146. Hamblin admitted he provided no labor or materials for properties in Utah County.<sup>333</sup> He testified that he did not provide \$30 million in labor and materials as alleged in the complaint in the Hamblin Lawsuit.<sup>334</sup> He affirmed provided no labor or materials after June 22, 2018 (the date of the Asset Freeze Order<sup>335</sup>), despite the complaint averring that Hamblin “furnished the last labor and/or materials on April 14, 2020.”<sup>336</sup> While the complaint alleges that labor and/or materials were requested by Glenda Johnson, Hamblin said Glenda never asked him to provide labor or materials on the Millard County properties or the Utah County property.<sup>337</sup>

147. Under questioning, Hamblin admitted that the property liens had been assigned to Anstram Energy, not him, and that any lawsuit seeking to enforce the liens should have been filed by Anstram, not him.<sup>338</sup>

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<sup>331</sup> Hamblin Lawsuit, Complaint at 1.

<sup>332</sup> Hamblin Deposition at 129:25-130:15.

<sup>333</sup> *Id.* at 130:16-130:20.

<sup>334</sup> *Id.* at 130:21-131:7. He stated he felt the \$30 million was the value of the research and development paid for by investors. *Id.* at 131:8-131:14; 132:14-133:12.

<sup>335</sup> [Docket no. 444](#), filed August 22, 2018.

<sup>336</sup> Hamblin Deposition at 133:13-134:20.

<sup>337</sup> *Id.* at 135:3-135-135:24. Again Hamblin indicated he was unsure that the filed complaint was the one he prepared: “I don’t know that I said that.” *Id.* at 136:19.

<sup>338</sup> *Id.* at 131:15-132:13. Hamblin indicated he dismissed the lawsuit on July 31, 2020 and intended to refile it under the name Anstram Energy. *Id.*

148. The day after the complaint was filed in Washington County, Utah, Hamblin was at Nelson Snuffer's offices in Sandy, Utah to sign his declaration in support of Glenda Johnson. He delivered a copy of the Hamblin Lawsuit complaint to Steven Paul at Nelson Snuffer (his and Glenda Johnson's attorney) and to Glenda Johnson.<sup>339</sup> Hamblin testified that Glenda Johnson had no reaction when he delivered the newly filed complaint to her.<sup>340</sup>

149. On June 22, 2020, Glenda Johnson filed an answer to Hamblin's lawsuit. Her answer stated simply, "I agree with the alligations [sic] I have no defense."<sup>341</sup> Notably, Glenda Johnson did not simply decline to answer and allow default to be taken; she expended the effort to prepare and file an answer confessing judgment.

150. The format of Glenda Johnson's answer is nearly identical to the format of the complaint that Hamblin filed against Glenda, including identical language for the attestation. Significantly, a spelling error found in the certificate of service of Hamblin's complaint is repeated in Glenda's answer; both say the documents were "served on counsel and parties of record as indicated [sic] below."<sup>342</sup>

151. Hamblin filed a motion for summary judgment on June 30, 2020, using what appears to be a court-supplied form motion. Hamblin's motion averred that "Defendant agrees

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<sup>339</sup> *Id.* at 122:4-124:7; 142:3-142:8.

<sup>340</sup> *Id.* at 138:6-138:24. The fact that Hamblin went to Nelson Snuffer's offices to both sign a declaration in support of Glenda Johnson and to serve on Glenda Johnson a lawsuit he had just filed against her is additional evidence that the Hamblin Lawsuit was neither a surprise nor adversarial. The certificate of service to the complaint indicates it was served on Glenda Johnson and her counsel on June 9, 2020. Hamblin Lawsuit, Complaint at 3.

<sup>341</sup> Hamblin Lawsuit: Answer at 1.

<sup>342</sup> Hamblin Lawsuit, Answer, June 22, 2020 at 2.

with the allegations, and states she has no defense, and will not present one.”<sup>343</sup> Hamblin attached Glenda Johnson’s answer to his motion.<sup>344</sup> Hamblin filed a request to submit for decision on July 15, 2020 based on Glenda Johnson’s failure to oppose Hamblin’s summary judgment motion.<sup>345</sup>

152. The Receiver filed a notice of stay in the Hamblin Lawsuit on July 21, 2020. The day before the Receiver took Hamblin’s deposition on August 31, 2020, Hamblin filed a motion to voluntarily dismiss the lawsuit.<sup>346</sup>

### III. CONCLUSIONS OF LAW

#### A. Validity of CRO; Contemnors’ Notice of CRO

The CRO satisfies the requirements of Rule 65(d) of the *Federal Rule of Civil Procedure* by explaining the reasons it was issued, stating its terms specifically, describing in sufficient detail the acts restrained or required, and identifying those persons to whom its mandates applied.<sup>347</sup> The validity of the CRO has been affirmed by this Court<sup>348</sup> and the Tenth Circuit Court of Appeals.<sup>349</sup>

As the Receiver explained in the OSC Motion, Glenda Johnson, Hamblin, and Olsen

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<sup>343</sup> Hamblin Lawsuit, Motion for Summary Judgment, June 30, 2020. This is Receiver Exhibit 2184.

<sup>344</sup> *Id.*

<sup>345</sup> *Id.* Request to Submit for Decision, July 15, 2020.

<sup>346</sup> Hamblin Lawsuit, Motion to Voluntarily Dismiss Case, August 31, 2020.

<sup>347</sup> [Fed. R. Civ. P. 65\(d\)](#).

<sup>348</sup> *See* contempt orders at [docket no. 677](#); [docket no. 701](#); [docket no. 947](#).

<sup>349</sup> [United States v. RaPower-3 LLC](#), 960 F.3d 1240 (10th Cir. 2020).

were aware of and bound by the CRO.<sup>350</sup> Glenda Johnson was an employee and agent of the Receivership Defendants and is married to Receivership Defendant Neldon Johnson. She is specifically referenced in the CRO as a person to whom the CRO applies.<sup>351</sup> Her involvement with Receivership Defendants made Glenda Johnson a person who was an “agent[ ], servant[ ], employee[ ], . . . and . . . person[ ] in active concert or participation with [Receivership Defendants] who receive[d] actual notice of this Order[.]”<sup>352</sup>

Hamblin’s involvement with Receivership Defendants made Hamblin a person who was an “agent[ ], servant[ ], . . . and . . . person[ ] in active concert or participation with [Receivership Defendants] who receive[d] actual notice of this Order[.]”<sup>353</sup>

Olsen’s involvement with Receivership Defendants made Olsen a person who was an “agent[ ], servant[ ], . . . and . . . person[ ] in active concert or participation with [Receivership Defendants] who receive[d] actual notice of this Order[.]”<sup>354</sup>

Glenda Johnson, Hamblin, and Olsen each had actual knowledge of the CRO before the property liens were filed by Anstram.<sup>355</sup>

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<sup>350</sup> [Docket no. 1056](#) at 5.

<sup>351</sup> CRO ¶¶ 20, 23, 85.

<sup>352</sup> *See* CRO, ¶ 8. Paragraph 8 of the CRO mirrors the Rule 65(d)(2) provision regarding the persons who are bound by injunctions and restraining orders. Fed. R. Civ. P. 65(d)(2).

<sup>353</sup> *Id.*

<sup>354</sup> *Id.*

<sup>355</sup> Olsen Deposition at 11:23-12:22; 51:7-15; Second Contempt Order, [docket no. 947](#) ¶ 5; Hamblin Returns of Service, [docket no. 1055-7](#).



**B. Additional Orders Relating to the Improperly Recorded Liens**

Prior to this Order, Glenda Johnson has been held in contempt by this Court twice.<sup>356</sup> The Second Contempt Order against Glenda Johnson was, among other things, entered due to Glenda Johnson’s actions related to the Amstram liens known at that time. The Court also separately issued an order invalidating the Amstram liens and required Glenda Johnson to dismiss her action against Wings West.<sup>357</sup> In these prior orders the Court held that—subsequent to the recording of the Tower Lien, the Millard County Lien, and the Utah County Lien—Glenda Johnson’s filing of the Millard County and Utah County liens “violates the Asset Freeze, the CRO, and the Affiliates Order. [Glenda Johnson] intended to interfere with the Receivership through unilateral action rather than through allowable legal processes.”<sup>358</sup> The prior orders also “prohibited [her] from asserting any lien against or initiating any litigation in any form relating to any real property identified in the Corrected Receivership Order without prior approval of the Court or the Receiver.”<sup>359</sup>

**C. Glenda Johnson, Hamblin, and Olsen Knowingly Violated the CRO**

The CRO prohibits all persons with notice “from directly or indirectly taking any action or causing any action to be taken . . . which would interfere with or prevent the Receiver from performing his duties, including conduct that would or might:”

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<sup>356</sup> [Docket no. 701](#) (First Contempt Order) filed June 25, 2019; [docket no. 947](#) (Second Contempt Order), filed July 6, 2020.

<sup>357</sup> [Docket no. 984](#), filed August 6, 2020.

<sup>358</sup> [Docket no. 947](#) (Second Contempt Order), filed July 6, 2020 at 23.

<sup>359</sup> [Docket no. 920](#) at 6, filed May 5, 2020.

- “Interfere with the Receiver’s efforts to take control, possession, or management of any Receivership Property” including “*creating or enforcing a lien* upon any Receivership Property.”
- “Dissipate or otherwise diminish the value of any Receivership Property” including “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.”
- “Interfere with or harass the Receiver or interfere in any manner with the exclusive jurisdiction of this Court over the receivership estate.”<sup>360</sup>

The CRO also requires Glenda Johnson, Hamblin, and Olsen “to preserve and turn over to the Receiver forthwith all paper and electronic information of, or relating to, the Receivership Property” and Receivership Defendants.<sup>361</sup>

Glenda Johnson, Hamblin, and Olsen were aware that real estate titled in the name of Glenda Johnson was included in the Asset Freeze Order.<sup>362</sup>

The actions taken by Glenda Johnson, Hamblin, and Olsen in violation of the CRO include:

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<sup>360</sup> CRO ¶ 35 (emphasis added).

<sup>361</sup> *Id.* ¶¶ 14, 24.

<sup>362</sup> Receiver’s Report ¶ 15; Hamblin Deposition at 26:11-27:2.

- a. Glenda Johnson's filing of the Tower Property Lien on August 15, 2019, after the property had been sold to Wings West pursuant to a Court order and despite the Court order declaring the sale was free and clear of liens;<sup>363</sup>
- b. Glenda Johnson's false claim to have provided \$9 million in labor and/or materials on the Tower Site;<sup>364</sup>
- c. Glenda Johnson's false claim to have performed work on the Tower Site after August 22, 2018, when the Court issued its asset freeze order, which included the Tower Site or, alternatively, Glenda Johnson's failure to produce documents showing the purported work done after August 22, 2018;<sup>365</sup>
- d. Glenda Johnson telling Olsen she owned all intellectual property and contract rights necessary for development of the solar energy program promoted by Neldon Johnson, after the date the CRO made those rights the exclusive property of the Receivership Estate as Receivership Property;<sup>366</sup>

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<sup>363</sup> Compare Complaint, *Hamblin v. Johnson*, Case No. 200600286 (Utah Fifth District Court for Washington County) with CRO ¶ 20; Findings of Fact, ¶ 23, above.

<sup>364</sup> Findings of Fact, ¶¶ 24-25, above.

<sup>365</sup> *Id.* Because Glenda Johnson did not provide information to the Receiver about work she performed, as claimed in the Tower Property Lien, there is no evidence substantiating her claim that work was performed on the Tower Property. In any event, any work she performed violated the CRO. Hence, she either lied about the work performed or violated the CRO by performing work.

<sup>366</sup> Findings of Fact ¶¶ 31, 33, above. Intellectual Property are expressly included in the definition of Receivership Property in the CRO. See [docket no. 491](#) ¶ 13.

e. The formation of Anstram by Olsen—made possible by the active assistance of Glenda Johnson—with the intent and purpose to claim that Anstram owned contract and technology rights to assets that belonged exclusively to the Receivership Estate;<sup>367</sup>

f. Glenda Johnson and Olsen signing an Assignment Agreement purporting to transfer to Anstram intellectual property and contract rights that were the exclusive property of the Receivership Estate;<sup>368</sup>

g. The signing of the Millard County Lien notices by Olsen on real property expressly listed in and frozen by the CRO;<sup>369</sup>

h. The filing of the Millard County Lien notices by Glenda Johnson on real property expressly listed in and frozen by the CRO;<sup>370</sup>

i. Olsen and Glenda Johnson claiming that \$30 million in labor and materials had been provided on the Millard County properties;<sup>371</sup>

j. The signing of the Utah County Lien notices by Olsen on real property expressly listed in and frozen by the CRO;<sup>372</sup>

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<sup>367</sup> Findings of Fact, ¶¶ 31-38, 40-41, 44, 48-49, 62, above.

<sup>368</sup> *Id.* ¶¶ 45-47.

<sup>369</sup> *Id.* ¶¶ 50, 55-60, 69.

<sup>370</sup> *Id.*

<sup>371</sup> *Id.* ¶¶ 55, 58, 65.

<sup>372</sup> *Id.* ¶¶ 73-78.

- k. The filing of the Utah County Lien notices by Glenda Johnson on real property expressly listed in and frozen by the CRO;<sup>373</sup>
- l. Olsen and Glenda Johnson claiming that \$2 million in labor and materials had been provided on the Utah County property;<sup>374</sup>
- m. The signing of the Texas Lien notice by Olsen on real property expressly listed in and frozen by the CRO;<sup>375</sup>
- n. The filing of the Texas Lien notice by Glenda Johnson on real property expressly listed in and frozen by the CRO and filing the lien after the Texas Properties had become exclusive property of the Receivership Estate pursuant to the Affiliates order;<sup>376</sup>
- o. Olsen and Glenda Johnson claiming that \$10 million in labor and materials had been provided on the Texas Properties;<sup>377</sup>
- p. False statements by Olsen and Glenda Johnson in the Millard County, Utah County, and Texas Liens that the real properties properly were the subject of the liens being filed on them;<sup>378</sup>

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<sup>373</sup> *Id.*

<sup>374</sup> *Id.* ¶ 73.

<sup>375</sup> *Id.* ¶¶ 79-83.

<sup>376</sup> *Id.*

<sup>377</sup> *Id.* ¶¶ 79-80.

<sup>378</sup> *See id.* ¶¶ 54-86.

q. Glenda Johnson filing a lien on the Texas Properties when she had never been an owner of the Texas Properties or an owner or officer of NPJFLP, which had owned the Texas Properties at one time;<sup>379</sup>

r. Hamblin's promise to return ownership of the lien properties to Glenda Johnson after Anstram had developed the solar technology that Glenda Johnson claimed to have transferred to Anstram when those properties were under the exclusive control of the Receiver;<sup>380</sup>

s. Hamblin's ongoing efforts to sell solar technology, that is the exclusive property of the Receivership Estate, to unidentified foreign entities;<sup>381</sup>

t. Hamblin's refusal to release liens held by Anstram on real properties expressly listed in and frozen by the CRO after the Court ordered the liens released (and after Hamblin's counsel requested that Anstram release the liens);<sup>382</sup>

u. The collusive lawsuit Hamblin filed against Glenda Johnson seeking possession of real properties listed in and frozen by the CRO, by which Hamblin hoped to get a jury to evaluate the solar lens project and to have a different judge consider the legality and feasibility of the solar project;<sup>383</sup>

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<sup>379</sup> *Id.* ¶¶ 79, 86.

<sup>380</sup> *Id.* ¶ 51.

<sup>381</sup> *Id.* ¶¶ 51-52.

<sup>382</sup> *Id.* ¶¶ 136-137, 141.

<sup>383</sup> *Id.* ¶¶ 139-140, 145.

v. Hamblin’s false statements in his lawsuit against Glenda Johnson that he had provided \$30 million in labor and materials on properties in Millard County and Utah County, that he had provided labor and/or materials on the properties after the June 22, 2018 Asset Freeze Order, and that Glenda Johnson asked him to provide labor and materials on the Millard County and Utah County property;<sup>384</sup>

w. Hamblin being the plaintiff in the lawsuit against Glenda Johnson, when the liens had been assigned to Anstram, not to Hamblin and Hamblin had no individual rights to the liens;<sup>385</sup>

x. Glenda Johnson’s answer to the Hamblin complaint in which she agreed with Hamblin’s “allegations” and stated she had no defenses, which was part of a scheme designed to transfer title to Hamblin despite the CRO;<sup>386</sup>

y. The lawsuit Glenda Johnson filed against Wings West, after the Tower Site had already been sold to Wings West, pursuant to Court order. That lawsuit had the effect, if not intent, of intimidating and scaring away potential buyers of real properties being sold by the Receiver. That intimidation also had the potential to reduce the number of bidders for properties and lower the prices bidders would be willing to pay;<sup>387</sup>

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<sup>384</sup> *Id.* ¶¶ 139-140, 145, 147.

<sup>385</sup> *Id.* ¶ 147.

<sup>386</sup> *Id.* ¶ 149.

<sup>387</sup> *Id.* ¶ 87.

z. Glenda Johnson's failure to secure release of the liens by Anstram when ordered to do so in the Lien Release Order when she apparently had sufficient influence over the owners of Anstram;<sup>388</sup>

aa. Glenda Johnson's filing of a third-party complaint against Thomas Mancini, the expert witness for the United States in its enforcement action, in direct violation of the Lien Release Order's prohibition against litigation in any form relating to real property listed in the CRO;<sup>389</sup>

bb. Glenda Johnson's attempts, in the Wings West Lawsuit, to have the Utah Fourth District Court declare that the U.S. District Court had no subject matter jurisdiction over the property and that the Lien Release Order was void and to enjoin any further federal court proceedings until the Wings West Lawsuit was resolved;<sup>390</sup>

cc. Glenda Johnson's false statements to the Utah Fourth District Court in an attempt to assert liens against Receivership Property.<sup>391</sup> These false statements were part of an effort to avoid obligations imposed upon her by the CRO;

dd. Glenda Johnson's filing of a notice of appeal of the \$18 million judgment entered against her in the Wings West Lawsuit, in defiance of the Lien Release Order;<sup>392</sup>

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<sup>388</sup> See *id.* ¶¶ 129, 136-137, 141.

<sup>389</sup> *Id.* ¶ 89.

<sup>390</sup> *Id.*

<sup>391</sup> *Id.* ¶ 91.

<sup>392</sup> *Id.* ¶ 92.



ee. Glenda Johnson's refusal to provide the Receiver with copies of documents relating to Anstram that are in her possession;<sup>393</sup>

ff. Glenda Johnson's false testimony in a January 2020 evidentiary hearing before the Court that :

- i. The properties covered by the Millard County Liens were all hers;
- ii. She did not know when Anstram was formed, who its owners were, what assets it owned, and how many employees the company had; and
- iii. All agreements between her and Anstram were oral and that there were no written agreements.<sup>394</sup>

gg. Glenda Johnson's false and deceptive statements in her May 14, 2020 declaration<sup>395</sup> that:

- i. After the conclusion of Olsen's Tax Court trial, Hamblin expressed an interest to Glenda Johnson in buying Anstram;<sup>396</sup>
- ii. On May 5, 2020 she asked Olsen to have Anstram release the property liens, when she did not actually contact Olsen and when she knew Olsen no longer had any ownership interest in Anstram;<sup>397</sup>

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<sup>393</sup> *Id.* ¶ 61.

<sup>394</sup> *Id.* ¶¶ 94-98.

<sup>395</sup> [Docket no. 925](#), filed May 14, 2020.

<sup>396</sup> Findings of Fact, ¶ 117,

<sup>397</sup> *Id.* ¶ 131.

- iii. She “knew that Preston Olsen was *planning* to sell his interest in Anstram,” when she knew that Olsen already had transferred Anstram to Hamblin two months earlier—and had signed the transfer documents as a witness;<sup>398</sup>
- iv. She had done her best to persuade Anstram to release the property liens;<sup>399</sup> and
- v. Her role with creation of the liens was limited to “[giving] information for the preparation of the documents, such as form and property descriptions, and record[ing] the liens with the counties.”<sup>400</sup>

hh. Glenda Johnson, Olsen, and Hamblin all colluded to interfere with the Receiver’s efforts to take control over Receivership Property in violation of the CRO;

The Court is specifically not entering a conclusion of law that Hamblin’s refusal to provide information to the Receiver, based on a Fifth Amendment claim, regarding negotiations with foreign entities, the location of the turbine prototype, and the reasons for the transfer of intellectual property to a Nevis company constituted civil contempt.

**D. Hamblin and Olsen’s Stipulation to Factual Findings and Contempt Orders; Glenda Johnson’s Admissions Regarding Liens**

While the Court’s findings are based on the Court’s independent review of the record before it, the Court notes that Olsen stipulated to a finding by the Court that he acted in civil

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<sup>398</sup> *Id.* Emphasis added.

<sup>399</sup> *Id.* ¶ 141.

<sup>400</sup> *Id.* ¶ 130.

contempt of Court and consented to the entry, as findings of fact, of the Receiver's allegations in the OSC Motion.<sup>401</sup> Similarly, Hamblin stipulated to a finding by the Court that he acted in civil contempt and consented to the entry of findings based on allegations in the OSC Motion.<sup>402</sup>

In her opposition to the OSC Motion, Glenda Johnson did not dispute any of the factual allegations of the OSC Motion.<sup>403</sup> In prior filings, Glenda Johnson testified that she "never had authority to grant or release the mechanics' liens"<sup>404</sup> and that she had "no opinion as to whether the liens are valid and enforceable."<sup>405</sup>

#### IV. ORDER

For the reasons stated above, and on the record of all proceedings following the Receiver's *Motion for Order to Show Cause Why Glenda Johnson, Roger Hamblin, and Preston Olsen Should Not be Held in Contempt*,<sup>406</sup> **IT IS HEREBY ORDERED THAT:**

1. The Receiver's motion is **GRANTED**. Glenda Johnson, Roger Hamblin, and Preston Olsen acted in civil contempt of valid orders issued by this Court as described above.
2. Glenda Johnson, Roger Hamblin, and Preston Olsen are jointly and severally liable to the Receiver for all costs and fees of the Receiver and his counsel relating to their

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<sup>401</sup> [Docket no. 1072-2](#), filed January 29, 2021.

<sup>402</sup> [Docket no. 1072-1](#), filed January 29, 2021.

<sup>403</sup> [Docket no. 1073](#), filed January 29, 2021. Nevertheless, Glenda Johnson believes she had valid rights to the real properties in which she recorded liens. She attributes some of this belief to statements made to her by Neldon Johnson, her husband and Receivership Defendant. *See id.*

<sup>404</sup> [Docket no. 925](#), filed May 14, 2020 ¶ 5.

<sup>405</sup> [Docket no. 984](#), filed August 6, 2020.

<sup>406</sup> [Docket no. 1056](#), filed December 29, 2020.

contemptuous conduct, including, but not limited to, a) the OSC Motion and the accompanying Receiver's Report, b) the Receiver's prior motion to invalidate the liens, c) the depositions of Hamblin and Olsen and related investigation, and d) other court filings related to the misconduct described in this order.<sup>407</sup> The Receiver shall file with the Court a declaration of costs and proposed order within 45 days of the date of this order.<sup>408</sup>

3. Due to Glenda Johnson's pattern of interference with the Receiver's efforts to take control of property identified in the CRO and her demonstrated pattern of withholding documents from the Receiver, including documents related to Anstram and real property in Millard County, Glenda Johnson bears the burden of demonstrating (in the Receiver's separate lawsuit against her (Case No. 2:19-cv-625)), that funds used for her acquisition of each of those properties came from sources other than Receivership Entities and Affiliated Entities.<sup>409</sup> Glenda Johnson shall have 60 days from the date of this order to submit any admissible documents and arguments in Case No. 2:19-cv-625 demonstrating the source of funds for the purchases of these four properties. If she fails to introduce evidence demonstrating the source of funds for the

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<sup>407</sup> See [Goodyear Tire & Rubber Co. v. Haeger](#), 137 S. Ct. 1178, 1186 (2017) (explaining fees incurred because of the misconduct at issue may be assessed as a sanction); see also [United Mine Workers of Am. v. Bagwell](#), 512 U.S. 821, 838 (1994); [In re Indian Motorcycle Mfg., Inc.](#), No. CIVA 95CV00777 REBCB, 2008 WL 163005, at \*2 (D. Colo. Jan. 15, 2008) (awarding receiver fees because "[i]t would not be equitable for respondents to burden the receivership estate without compensating the receiver for the reasonable value of the additional costs and fees" for "filing and prosecution of this motion.").

<sup>408</sup> While this order imposes joint and several liability on Glenda Johnson, Roger Hamblin, and Preston Olsen, the Receiver has the authority and discretion to decide which amounts to collect from which contemnors.

<sup>409</sup> Courts have inherent authority to sanction abuses of the judicial process and tampering with the administration of justice. [Chambers v. NASCO, Inc.](#), 501 U.S. 32, 43-45 (1991); see also [Acosta v. Paragon Contractors Corp.](#), 884 F.3d 1225, 1240 (10th Cir. 2018) (explaining a compensatory sanction may be imposed so long as there is causal relationship between the conduct and the sanction). The properties are Millard County Parcel Numbers: HD-4497-1, DO-3151, HD-4658, and DO-3276-1-1.

property purchases, an order will be entered requiring Glenda Johnson to turn over the properties to the Receiver as Receivership Property.

SIGNED \_\_\_\_\_, 2021.

**BY THE COURT:**

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David Nuffer  
United States District Judge