
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

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:
GLENDA JOHNSON, ROGER
HAMBLIN, AND PRESTON OLSEN**

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

District Judge David Nuffer

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”).¹ The Receivership Order and the Corrected Receivership Order (“CRO”) issued the next day,² instructed the Receiver to determine the location of, recover, and sell all receivership property.³ The CRO requires those in possession of receivership property to turn over that property to the Receiver

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

² Corrected Receivership Order, [docket no. 491](#), filed November 1, 2018 (“CRO”).

³ *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.⁴

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, 2020,⁵ 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").⁶ Glenda Johnson responded to the OSC Motion, asserting that she believed her rights to the real properties at issue were superior to rights granted to the Receiver through the CRO⁷ and the Receiver replied.⁸ Roger Hamblin ("Hamblin") and Preston Olsen ("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.⁹

⁴ *Id.* at ¶¶ 16, 35.

⁵ Receiver's Motion for Order to Show Cause Why Glenda Johnson, Roger Hamblin, and Preston Olsen Should Not be Held in Civil Contempt, [docket no. 1056](#), filed December 29, 2020 ("OSC Motion").

⁶ Receiver's Report and Recommendation on Property Liens Glenda Johnson Granted to Anstram Energy and Violations of Corrected Receivership Order, [docket no. 1055](#), filed December 29, 2020 ("Receiver's Report").

⁷ Glenda Johnson's Response to the Receiver's Motion for Order to Show Cause, [docket no. 1073](#), filed January 29, 2021 ("OSC Response"). Glenda Johnson also objected to the remedies proposed by the Receiver.

⁸ Receiver's Reply in Support of Motion for Order to Show Cause Against Glenda E. Johnson, [docket no. 1075](#), filed February 4, 2021 ("OSC Reply").

⁹ Stipulation for Finding of Contempt, Contribution Toward Costs of Receiver's Motion for Order to Show Cause by Roger Hamblin and Preston Olsen, [docket no. 1072](#), filed January 29, 2021 ("Hamblin and Olsen Stipulation"). 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.

After careful consideration of the evidence, the parties' memoranda and submissions, the Receiver's OSC Motion was GRANTED.¹⁰ As requested, the Receiver prepared draft findings of fact, conclusions of law, and an order finding Glenda Johnson, Roger Hamblin, and Preston Olsen in contempt. Based on final review of all evidence, submissions, and materials, and careful revision of the draft presented by the Receiver, these final Findings of Fact, Conclusions of Law and Order are entered.

¹⁰ 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.¹¹ 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.¹² In the process, "the [c]ourt, the United States, and the Receiver had all carefully explained to the Johnsons how to meet their obligations."¹³ Nevertheless, "the Johnsons spurned the [c]ourt's invitation to purge their contempt and come into compliance."¹⁴

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 [c]ourt and its orders."¹⁵

¹¹ Civil Contempt Order Re: R. Gregory Shepard, Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson, [docket no. 701](#), filed June 25, 2019 ("First Contempt Order").

¹² *Id.* at 25-29.

¹³ *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.

¹⁴ *Id.*

¹⁵ *Id.* at 4-5.

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 had already been found in contempt.¹⁶ 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.¹⁷ 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.¹⁸

4. The CRO applied not only to Receivership Defendants, but also to all "agents, servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of this Order[.]"¹⁹ The CRO specifically applied to spouses, such as Glenda Johnson, the wife of Receivership Defendant Neldon Johnson.²⁰

¹⁶ Second Contempt Order, ¶ 5; *see also* July 8, 2019 Declaration of Glenda Johnson Relating to Compliance Verification of ECF Doc. 491, ¶ 24, [docket no. 714](#), filed July 5, 2019.

¹⁷ Receiver's Report, ¶ 128; OSC Motion, Exhibit A; [Klein v. Hamblin et al, case no. 2:19-cv-00783-DN-PK, \(D. Utah\)](#).

¹⁸ Receiver's Report at 4, citing Olsen Deposition, Sept. 4, 2020 ("Olsen Deposition") at 11:23 – 12:22; 51:7 – 51:15; *see also Olsen v. Commissioner of Internal Revenue*, Docket No's 26469-14 & 21247-16 (U.S. Tax Court).

¹⁹ CRO, ¶ 8. This section mirrors the requirements of Rule 65(d)(2) of the Federal Rules of Civil Procedure.

²⁰ *Id.* ¶¶ 20, 23, 85.

5. Glenda Johnson had actual notice of the CRO.²¹ 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.²²

6. Hamblin had actual notice of the CRO, having signed an acknowledgement of receipt of the CRO on December 4, 2018.²³ Hamblin was a part owner of at least three affiliated entities: Black Night Enterprises, Starlite Holdings, and the NP Johnson Family Limited Partnership ("NPJFLP").²⁴ Hamblin conspired with Neldon Johnson, Glenda Johnson, and Olsen 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.²⁵

7. Olsen, an attorney, had actual notice of the CRO, having viewed a copy from the court's electronic filing system.²⁶ Olsen had purchased solar lenses and was a frequent visitor to the solar sites and talked often with Neldon Johnson about the solar technology.²⁷ Subsequent to the CRO being issued, Olsen discussed with Neldon and Glenda Johnson actions that could be

²¹ Second Contempt Order ¶ 5; *see also* [docket no. 714](#).

²² *See* First Contempt Order and Second Contempt Order.

²³ Receiver's Report ¶ 128; OSC Motion, Exhibit A.

²⁴ Brief of Appellants, Corporate Disclosure Statement, Tenth Circuit Court of Appeals, case no. 19-4089, filed September 9, 2019.

²⁵ OSC Motion at 5-6.

²⁶ Receiver's Report at 4, citing Olsen Deposition 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.

²⁷ Receiver's Report ¶ 12.

taken to “mov[e] forward with the [solar] technology,”²⁸ starting with the formation of a new company.²⁹ Olsen accepted the Johnson’s suggestion to name the new company Anstram and to form Anstram in Nevis, using funds provided by Glenda Johnson.³⁰ After forming Anstram, Olsen met with Glenda and Neldon Johnson to transfer contracts and intellectual property to Anstram.³¹ Olsen later signed liens against real properties on behalf of Anstram, liens that were recorded by Glenda Johnson.³²

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.³³ 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.³⁴

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

²⁸ *Id.* ¶ 11.

²⁹ *Id.* ¶ 16.

³⁰ *Id.* ¶¶ 16, 18.

³¹ *Id.* ¶ 19.

³² *Id.* ¶¶ 33-35, 38.

³³ Findings of Fact and Conclusions of Law, [docket no. 467](#), filed October 4, 2018 (243 F.Supp.3d 1115 (D. Utah 2018)) (“FFCL”).

³⁴ *Id.* at 130; Memorandum Decision and Order Freezing Assets and to Appoint a Receiver, [docket no. 444](#), filed August 22, 2018 (“Asset Freeze Order”).

action to be taken . . . which would interfere with or prevent the Receiver from performing his duties[.]”³⁵ Notably, the CRO expressly prohibits others from “*creating or enforcing a lien*.”³⁶

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.”³⁷

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 [c]ourt over the receivership estate.”³⁸

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”³⁹

13. The CRO specifically identified 31 properties as Receivership Property, which included all real properties at issue in this Order.⁴⁰

³⁵ CRO, ¶ 35.

³⁶ *Id.* ¶ 35(a) (emphasis added).

³⁷ *Id.* ¶ 35(c).

³⁸ *Id.* ¶ 35(d).

³⁹ *Id.* ¶ 20.

⁴⁰ *Id.*

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.*”⁴¹

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.⁴² One of these, HD-4658-1, was the initial “Tower Site.”⁴³

16. The court approved the Receiver’s sale of the Tower Site on June 6, 2019⁴⁴ and the sale closed on August 5, 2019.⁴⁵ The sale order specified: “The sale of the Property [is] free and clear of interests,”⁴⁶ 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.

⁴¹ *Id.* (emphasis added).

⁴² Receiver’s Report at 4. 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).

⁴³ Receiver’s Report at 4; *see also* [docket no. 661](#), filed May 20, 2019.

⁴⁴ Order Granting Motion Regarding Public Sale of Millard County Property (Parcel No. HD-4658-1), [docket no. 689](#), filed June 6, 2019.

⁴⁵ Receiver’s Notice of Sale Results, [docket no. 743](#), filed August 5, 2019.

⁴⁶ Order Granting Motion Regarding Public Sale of Millard County Property (Parcel No. HD-4658-1), [docket no. 689](#), filed June 6, 2019.

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, California⁴⁷ that were titled in the name of Glenda Johnson.⁴⁸ 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 . . .*.”⁴⁹

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”).⁵⁰ The Turnover Motion sought an order requiring Glenda Johnson to turn over to the Receiver title to and possession of 14 of the 18 properties (“Turnover Properties”).⁵¹ The court granted the Turnover Motion on September 15, 2020, giving the Receiver exclusive control over the Turnover Properties (“Turnover Order”).⁵²

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

⁴⁷ The property in Los Angeles County, California, is not at issue in the OSC Motion.

⁴⁸ CRO ¶¶ 20 (a), (b), (c), (d), (e), (j), (k), (l), (m), (n), (o), (p), (s), (v), (x), (y), and (z).

⁴⁹ *Id.* ¶ 20.

⁵⁰ 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, [docket no. 757](#), filed August 30, 2019 (“Turnover Motion”).

⁵¹ *Id.*

⁵² Memorandum Decision and Order Granting Turnover Motion; Denying Motion to Strike; Overruling Objection to Authentication of Exhibits; and Overruling Objection to Rejection of Reputed Contract, [docket no. 1007](#), filed September 15, 2020 (“Turnover Order”).

Motion, Glenda Johnson knew the Receiver was seeking to extinguish her purported interests in the Turnover Properties.⁵³

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”).⁵⁴ The CRO put these properties under the immediate possession and control of the Receiver.⁵⁵

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”).⁵⁶ As of May 3, 2019, no person other than the Receiver had any authority over the Texas Properties.⁵⁷

22. On March 2, 2020, the court approved the sale of the Texas Properties at auction.⁵⁸ The sale closed in April 2020.⁵⁹ The sale of the Texas Properties was “free and clear

⁵³ 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* Opposition to 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 (ECF 757), [docket no. 784](#), filed October 11, 2019.

⁵⁴ CRO ¶¶ 20(cc) and (dd); *see also* Receiver’s Report and Recommendation on Inclusion of Affiliates and Subsidiaries in Receivership Estate, [docket no. 581](#), filed February 25, 2019, at 17-21.

⁵⁵ CRO ¶ 20.

⁵⁶ Memorandum Decision and Order on Receiver’s Motion to Include Affiliates and Subsidiaries in Receivership, [docket no. 636](#), filed May 3, 2019 (“Affiliates Order”) at 6-8.

⁵⁷ *Id.*

⁵⁸ Order Approving (1) Public Sale of Property Free and Clear of Interests, (2) Method and Form of Publication Notice, and (3) Public Auction Procedures (ECF No. 857), [docket no. 867](#), filed March 2, 2020 (“Texas Property Sale Order”).

⁵⁹ Receiver’s Notice of Sale Results, [docket no. 915](#), filed April 21, 2020.

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.⁶⁰

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”).⁶¹ 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, 2019.⁶²

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.⁶³ Solstice is an affiliated entity controlled by her husband (and Receivership Defendant) Neldon Johnson.⁶⁴

25. The Tower Property Lien stated that the Receiver was “jumping the gun in selling off assets before the appeal is heard.”⁶⁵

⁶⁰ Texas Property Sale Order.

⁶¹ Millard County Recorder, Recordation #00207237, recorded August 15, 2019 (book 651, p. 444). A copy is found at [docket no. 888-1](#), filed March 20, 2020. This document is also Receiver’s Exhibit 2174 (“Tower Property Lien”).

⁶² Tower Property Lien at 1.

⁶³ See Declaration of Glenda Johnson, [docket no. 784-1](#), filed October 11, 2019. The court subsequently ruled that the Solstice contract was invalid and fabricated after the fact. Turnover Order, at 41-42.

⁶⁴ Affiliates Order, at 4.

⁶⁵ Tower Property Lien at 3. The Tenth Circuit affirmed this court’s ruling on June 2, 2020. [United States v. RaPower-3, LLC](#), 960 F.3d 1240 (10th Cir. 2020).

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”).⁶⁶

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, 2019.⁶⁷ 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.⁶⁸

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.⁶⁹ 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.

⁶⁶ Receiver’s Report ¶ 6.

⁶⁷ Email from Wayne Klein to Steven Paul and Denver Snuffer, August 29, 2019; *see* Receiver’s Report ¶ 7.

⁶⁸ CRO, ¶¶ 23-24, 28; Receiver’s Report ¶ 7.

⁶⁹ Asset Freeze Order.

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.⁷⁰

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.”⁷¹ 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.⁷²

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.⁷³

33. Neldon and Glenda Johnson told Olsen they wanted to continue to develop the solar technology and generate revenue for “all of us.”⁷⁴ 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.⁷⁵ He knew that as a result of the CRO, all assets of IAS,

⁷⁰ [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).

⁷¹ Olsen Deposition at 49:19-50:8; 51:7-51:10. Olsen’s deposition is available at [docket no. 1055-2](#).

⁷² *Id.* at 50:11-50:18.

⁷³ *Id.* at 50:19-51:1.

⁷⁴ *Id.* at 51:2-51:6.

⁷⁵ *Id.* at 51:11-51:25.

RaPower, and Neldon Johnson were under control of the Receiver.⁷⁶ 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.⁷⁷

34. Following the telephone call, and still in October 2019, Olsen met with Neldon and Glenda Johnson at Nelson Snuffer.⁷⁸ 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 technology.”⁷⁹ Olsen responded in the affirmative,⁸⁰ believing the interests—supposedly owned by Glenda Johnson free of the CRO—were worth “hundreds of millions of dollars.”⁸¹

35. During multiple meetings with Neldon Johnson and Glenda Johnson (all held at the Nelson Snuffer law firm),⁸² Olsen and the Johnsons were aware that real estate owned by Glenda Johnson was included in the asset freeze.⁸³ Nevertheless, Olsen believed that Glenda Johnson’s claims against the real estate would be valid.⁸⁴

⁷⁶ *Id.* at 51:21-51:25.

⁷⁷ *Id.* at 51:21-52:22.

⁷⁸ *Id.* at 21:10-22:5; 51:7-51:10; 57:11-57:17. Denver Snuffer was in the same meeting. The meeting was at least a month before the formation of Anstram. *Id.*

⁷⁹ *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.

⁸⁰ *Id.*

⁸¹ *Id.* at 53:17-53:22.

⁸² *Id.* at 58:1-59:15.

⁸³ *Id.* at 61:1-61:12.

⁸⁴ *Id.* at 61:17-61:18.

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.⁸⁵ The company name—Anstram Energy—was suggested by either Neldon or Glenda Johnson.⁸⁶ Neldon Johnson suggested that Olsen form the company in Nevis.⁸⁷ Olsen had never heard of forming a company in Nevis but did some internet research and thought it was a good decision.⁸⁸ He selected a registered agent he found from his online research.⁸⁹ On November 25, 2019 Olsen formed Anstram Energy LLC (“Anstram”) as a Nevis limited liability company.⁹⁰

37. Olsen believes Anstram’s articles of organization were prepared by the company he engaged to form Anstram.⁹¹ 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.⁹²

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.⁹³ Glenda

⁸⁵ *Id.* at 21:1-21:3; 53:23-53:25; 59:24-60:10.

⁸⁶ *Id.* at 23:19-23:23; 60:8-60:10.

⁸⁷ *Id.* at 21:4-21:9; 60:5-60:7; 88:1-88:3.

⁸⁸ *Id.* at 22:6-22:8; 87:17-87:25.

⁸⁹ *Id.* at 22:9-22:16.

⁹⁰ *Id.* at 20:12-20:19. Corporate registration records for Anstram are at Receiver Exhibit 2175, and also [docket no. 942-1](#), filed June 30, 2020.

⁹¹ Olsen Deposition at 24:9-24:17.

⁹² *Id.* at 24:9-25:9.

⁹³ *Id.* at 26:8-26:20.

Johnson gave Olsen her personal credit card number and Olsen charged the formation costs to Glenda Johnson's credit card.⁹⁴ He gave copies of the corporate documents to Glenda Johnson.⁹⁵

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.⁹⁶

40. During the time that Anstram was owned by Olsen, Anstram owned no real estate,⁹⁷ had only a single member (who was Olsen),⁹⁸ had no liabilities,⁹⁹ conducted no business,¹⁰⁰ and had no cash flow.¹⁰¹ It had no bank accounts or monies.¹⁰² The company had no experience in the energy industry, other than Glenda Johnson's claimed experience in developing solar energy.¹⁰³ 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.¹⁰⁴ Those contract rights included more than \$10 million that IAS supposedly owed Glenda Johnson for

⁹⁴ *Id.* at 26:21-26:24.

⁹⁵ *Id.* at 25:21-26:4.

⁹⁶ *Id.* at 60:15-60:22.

⁹⁷ *Id.* at 25:2-25:3.

⁹⁸ *Id.* at 26:25-27:8.

⁹⁹ *Id.* at 33:3-33:4.

¹⁰⁰ *Id.* at 33:5-33:8; 34:8-34:10.

¹⁰¹ *Id.* at 35:3-35:5.

¹⁰² *Id.* at 32:18-33:2.

¹⁰³ *Id.* at 33:9-34:7.

¹⁰⁴ *Id.* at 31:9-37:15.

work she performed in constructing towers.¹⁰⁵ 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.¹⁰⁶

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 Neldon Johnson claimed to have invented.¹⁰⁷ Olsen believes that Glenda Johnson owned—and transferred to Anstram—all the rights to the heat exchanger and turbine technologies.¹⁰⁸

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.¹⁰⁹ He anticipated initially soliciting venture capital firms for capital.¹¹⁰

43. Anstram had a single employee: Glenda Johnson.¹¹¹ Her duties were to facilitate the transfer of her contractual rights to Anstram and continue developing the solar technology.¹¹² Olsen expected that Glenda Johnson would have helped Olsen prepare a business plan, with the

¹⁰⁵ *Id.* at 40:14-42:4.

¹⁰⁶ *Id.* at 42:5-43:18. Olsen believed the receivership would have to honor contracts previously made with Glenda Johnson. *Id.*

¹⁰⁷ *Id.* at 35:17-35:24; 54:8-54:14.

¹⁰⁸ *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, *see* Second Contempt Order, ¶ 25 at 14-15) was an asset of Anstram. *Id.* at 38:6-38:8.

¹⁰⁹ *Id.* at 54:15-55:3.

¹¹⁰ *Id.* at 55:4-56:15.

¹¹¹ *Id.* at 27:9-27:14.

¹¹² *Id.* at 27:15-28:4.

involvement of Neldon Johnson.¹¹³ Anstram never made any payments to Glenda Johnson as an employee.¹¹⁴

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.¹¹⁵ Olsen paid Glenda Johnson nothing for the contract rights and technology at the time Anstram was formed and the rights were acquired,¹¹⁶ but Anstram was obligated to provide Glenda Johnson with energy projects worth approximately \$50 million, after the energy projects were developed.¹¹⁷

45. Olsen testified there was a written employment agreement between Anstram and Glenda Johnson ("Employment Agreement").¹¹⁸ The typed agreement was created by Glenda Johnson and signed by Olsen on behalf of Anstram.¹¹⁹ Olsen did not receive and does not have a copy of the Employment Agreement.¹²⁰ Olsen said Glenda Johnson also created a short assignment agreement ("Assignment Agreement")¹²¹ in December 2019 by which Glenda

¹¹³ *Id.* at 56:13-57:2.

¹¹⁴ *Id.* at 34:25-35:5.

¹¹⁵ *Id.* at 27:24-28:4.

¹¹⁶ *Id.* at 54:1-54:7.

¹¹⁷ *Id.* at 28:5-28:8; 54:1-54:7; 55:15-55:22.

¹¹⁸ *Id.* at 28:9-29:2.

¹¹⁹ *Id.*

¹²⁰ *Id.*

¹²¹ *Id.* at 62:13-64:4.

Johnson assigned her intellectual property rights to Anstram,¹²² but Olsen does not have a copy of that document.¹²³

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.¹²⁴ The agreement contained no description of what development was going to be done, by whom, or when.¹²⁵ It did 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.¹²⁶

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.¹²⁷ 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

¹²² *Id.* at 62:13-63:9.

¹²³ *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.*

¹²⁴ *Id.* at 62:16-65:3. The agreement was "a few pages" long. *Id.* at 64:1-64:2.

¹²⁵ *Id.*

¹²⁶ *Id.* at 64:11-64:20.

¹²⁷ *Id.* at 65:17-66:6.

move forward.”¹²⁸ 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.¹²⁹

49. Olsen said he reviewed existing documents that transferred rights to Glenda Johnson to construct the technology and agreements transferring technology to Glenda Johnson.¹³⁰ 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.¹³¹

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.¹³² During Olsen’s ownership of Anstram, Glenda Johnson had no authority to sign contracts or bind Anstram.¹³³

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.¹³⁴ She has no rights to get information from Anstram.¹³⁵ Nevertheless, Hamblin identified oral agreements with Glenda Johnson whereby Anstram intended to return ownership

¹²⁸ *Id.*

¹²⁹ *Id.* at 66:7-67:1.

¹³⁰ *Id.* at 29:9-29:20.

¹³¹ *Id.* at 29:16-30:8.

¹³² *Id.* at 30:22-31:1.

¹³³ *Id.* at 30:15-31:1.

¹³⁴ Hamblin Deposition at 148:20-149:16. Hamblin’s deposition is available at [docket no. 1055-1](#).

¹³⁵ *Id.* at 148:17-148:19.

of the lien properties to Glenda Johnson.¹³⁶ 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 some income.¹³⁷ Hamblin refused to answer questions about negotiations with foreign entities and the role of Neldon Johnson in those negotiations, claiming his Fifth Amendment privilege.¹³⁸

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.¹³⁹

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.¹⁴⁰

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.¹⁴¹ Upon investigation, the Receiver discovered that these properties were subject to the Asset Freeze Order and the CRO (“Millard County Properties”).

¹³⁶ *Id.* at 149:2-149:13.

¹³⁷ *Id.* at 149:10-150:21.

¹³⁸ *Id.* at 150:6-152:3.

¹³⁹ *Id.* at 153:25-156:3.

¹⁴⁰ *Id.* at 158:14-160:19.

¹⁴¹ Receiver Report at 12-13.

55. Glenda Johnson recorded the Notice of Lien against the Millard County Properties (“Millard County Lien”) on December 19, 2019.¹⁴² The Millard County Lien indicated that Anstram Energy claimed a \$30 million lien against 15 property parcels in Millard County.¹⁴³ The 15 properties were identified in 11 exhibits to the Millard County Lien.¹⁴⁴ These 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.¹⁴⁵ The remaining four properties are the subject of a separate lawsuit by the Receiver against Glenda Johnson.¹⁴⁶

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.¹⁴⁷ 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.¹⁴⁸

¹⁴² 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](#)) (“Millard County Lien”).

¹⁴³ *Id.*

¹⁴⁴ Some of the properties had multiple tax parcel numbers.

¹⁴⁵ Turnover Motion.

¹⁴⁶ *Wayne Klein, Receiver v. Glenda Johnson*, Case No. 2:19-cv-625, Complaint, [docket no. 2](#), filed September 4, 2019.

¹⁴⁷ Olsen Deposition at 67:2-67:11.

¹⁴⁸ *Id.* at 67:2-67:11, 68:23-69:1.

57. Olsen said it was not his suggestion that Glenda Johnson create liens on the real estate.¹⁴⁹

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."¹⁵⁰

59. The notice of lien instructed that, when recorded, the lien was to be returned to Glenda Johnson at her home in Payson, Utah.¹⁵¹

60. Olsen signed the Millard County Lien on behalf of Anstram, identifying himself as the "manager."¹⁵² Olsen signed the document at the offices of Nelson Snuffer and his signature was notarized by an employee of Nelson Snuffer.¹⁵³ Both Neldon and Glenda Johnson were with Olsen when he signed the lien notice.¹⁵⁴

61. The Millard County Lien recites that Anstram's lien arose as of December 16, 2019.¹⁵⁵ Glenda Johnson testified that the agreement granting a lien to Anstram was an oral

¹⁴⁹ *Id.* at 60:23-60:25.

¹⁵⁰ Millard County Lien at 1.

¹⁵¹ *Id.*

¹⁵² *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.

¹⁵³ Olsen deposition at 72:4-72:20.

¹⁵⁴ *Id.* at 72:9-72:18.

¹⁵⁵ Millard County Lien at 1. This was about three weeks after the formation of Anstram.

one.¹⁵⁶ Olsen’s testimony is to the contrary, stating there was at least one written agreement.¹⁵⁷ Glenda Johnson’s testimony regarding these and similar issues is not credible.¹⁵⁸ 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.

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.¹⁵⁹ 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.¹⁶⁰

64. Olsen’s understanding was that Glenda Johnson had not been paid for all the work

¹⁵⁶ January 23, 2020, Tr. Vol. II at 157:13-157:24 (“Glenda Johnson Testimony”). This was the basis for the court’s earlier finding that the agreement was unwritten. *See* Second Contempt Order, at 22; Memorandum Decision and Order Invalidating Liens and Directing the Receiver to Conduct Additional Investigation, [docket no. 984](#), filed August 6, 2020 (“Order Invalidating Liens”), at 10.

¹⁵⁷ *See* Olsen Deposition at 63:10-64:8; 68:3-68:7.

¹⁵⁸ Second Contempt Order, at 5, 9.

¹⁵⁹ *Id.* at 72:24-73:13.

¹⁶⁰ Millard County Lien, at 1; *see also* Second Contempt Order, at 21.

she was owed for construction of solar towers and the lien filing was “necessary to secure those amounts that were still owing.”¹⁶¹ 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.¹⁶²

65. Glenda Johnson testified differently about the purpose of the liens. She asserted 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.¹⁶³ In this regard, the court later found: “There are no invoices for work performed or product to be delivered.”¹⁶⁴

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 fully built on all those parcels.¹⁶⁵

67. Olsen agreed that Anstram would have had no rights to assert liens against any properties that did not have towers constructed on the properties¹⁶⁶ and that for properties where no work had been performed by “Glenda’s entities,” there should have been no liens.¹⁶⁷ He denied an intent to interfere with the Receiver’s work, claiming he thought the amounts owing to

¹⁶¹ Olsen Deposition at 68:8-68:15.

¹⁶² *Id.* at 70:6-71:17; 72:13-72:15.

¹⁶³ Second Contempt Order, at 22.

¹⁶⁴ *Id.* (footnote omitted).

¹⁶⁵ *Id.* at 68:16-71:7.

¹⁶⁶ *Id.* at 69:24-70:2.

¹⁶⁷ *Id.* at 70:21-71:7.

Glenda Johnson were outside of the Receivership.¹⁶⁸ 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.¹⁶⁹

68. Olsen claimed he did not know that assets held in the name of Glenda Johnson 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.¹⁷⁰ 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.¹⁷¹

69. The Millard County Lien could not have been filed without the authority of Olsen, the sole owner and manager of Anstram.¹⁷²

70. Olsen signed the Millard County Lien knowing the CRO and Asset Freeze Order were in effect.¹⁷³

71. Olsen acknowledged that without construction of towers on the Millard County properties, liens on those properties would be invalid.¹⁷⁴

¹⁶⁸ *Id.* at 73:17-73:22.

¹⁶⁹ *Id.* at 73:23-74:12.

¹⁷⁰ *Id.* at 74:13-75:12.

¹⁷¹ *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.

¹⁷² Receiver's Report ¶¶ 29, 38.

¹⁷³ Olsen Deposition 12:6-10; 51:7-20.

¹⁷⁴ Receiver's Report ¶ 47.

72. Olsen signed the Millard County Lien without verifying that towers had been constructed on properties that would be encumbered by the liens.¹⁷⁵

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 (Utah County) ("Utah County Lien").¹⁷⁶ 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.¹⁷⁷

74. Olsen admitted signing the lien.¹⁷⁸ 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."¹⁷⁹ 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.¹⁸⁰ He believed the exhibit identifying the property to be liened

¹⁷⁵ *Id.*

¹⁷⁶ *See* Second Contempt Order at 22.

¹⁷⁷ Olsen Deposition at 77:4-77:16, marked as Receiver Exhibit 2170, filed as Millard County Lien. Second Contempt Order at n. 99.

¹⁷⁸ Olsen Deposition at 77:4-77:12.

¹⁷⁹ *Id.* at 77:13-77:16.

¹⁸⁰ *Id.* at 77:17-78:2.

was not attached to the notice of lien when he signed it.¹⁸¹ He admitted that if there were no solar towers installed on the Payson property, the lien was improper.¹⁸²

75. The Utah County Lien could not have been filed without the authority of Olsen, the sole owner and manager of Anstram.¹⁸³

76. Olsen signed the Utah County Lien knowing the CRO and Asset Freeze Order were in effect.¹⁸⁴

77. Olsen acknowledged that without construction of towers on the Utah County property, liens on that property would be invalid.¹⁸⁵

78. Olsen signed the Utah County Lien without verifying that towers had been constructed on properties that would be encumbered by the liens.¹⁸⁶

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.¹⁸⁷ Like the Millard County Lien and the Utah County Lien, the Texas Lien was granted to Anstram, was

¹⁸¹ *Id.* at 78:8-78:17.

¹⁸² *Id.* at 78:18-79:2.

¹⁸³ Receiver’s Report ¶¶ 29, 38.

¹⁸⁴ Olsen Deposition 12:6-10; 51:7-20.

¹⁸⁵ Receiver’s Report ¶ 47.

¹⁸⁶ *Id.*

¹⁸⁷ See Second Contempt Order at 22; *see also* [docket no. 581 at 17-21](#).

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.¹⁸⁸

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.¹⁸⁹ This lien notice was signed at the offices of Nelson Snuffer on January 9, 2020.¹⁹⁰ Glenda Johnson and Neldon Johnson were present when Olsen signed it.¹⁹¹ 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.¹⁹² Olsen testified that Glenda Johnson had told him that she or her company had performed work erecting solar towers at the site¹⁹³ and that the work performed at the site was worth more than \$10 million.¹⁹⁴ 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.¹⁹⁵ He agreed that if no work had been performed constructing solar towers on the Texas Properties, the lien was improperly filed.¹⁹⁶

¹⁸⁸ Notice of Lien, Howard County Texas, Document Number 2020-00000557, recorded January 14, 2020 (B: OPR V: 1888 P:559) (also found at Receiver Exhibit 2171 and [docket no. 888-4](#)) (“Texas Lien”); *see also* Second Contempt Order at n. 99.

¹⁸⁹ Olsen Deposition at 79:3-79:13.

¹⁹⁰ *Id.* at 82:8-83:3.

¹⁹¹ *Id.* at 83:4-83:8.

¹⁹² *Id.* at 79:14-80:12.

¹⁹³ *Id.* at 81:2-81:7.

¹⁹⁴ *Id.* at 81:8-81:20.

¹⁹⁵ *Id.* at 81:21-81:24.

¹⁹⁶ *Id.* at 80:13-80:15.

81. Olsen believed the Texas Properties were owned by IAS.¹⁹⁷ He had never heard of the NPJFLP and did not know what ownership interest Glenda Johnson had in the Texas Properties.¹⁹⁸

82. The Texas Lien could not have been filed without the authority of Olsen, the sole owner and manager of Anstram.¹⁹⁹

83. Olsen signed the Texas Lien knowing the CRO and Asset Freeze Order were in effect.²⁰⁰

84. Olsen acknowledged that without construction of towers on the Texas Properties, liens on those properties would be invalid.²⁰¹

85. Olsen signed the Texas Lien without verifying that towers had been constructed on properties that would be encumbered by the liens.²⁰²

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.²⁰³

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

¹⁹⁷ *Id.* at 80:16-80:19.

¹⁹⁸ *Id.* at 80:20-81:1.

¹⁹⁹ Receiver's Report ¶¶ 29, 38.

²⁰⁰ Olsen Deposition 12:6-10; 51:7-20.

²⁰¹ Receiver's Report ¶ 49.

²⁰² *Id.*

²⁰³ CRO ¶ 20; Olsen Deposition at 82:8-83:3.

87. On February 10, 2020, Glenda Johnson filed a lawsuit against Wings West LC, (“Wings West”) the purchaser of the Tower Site Property (“Wings West Lawsuit”).²⁰⁴ 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.”²⁰⁵ 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.²⁰⁶

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.²⁰⁷ 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”).²⁰⁸ 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 [c]ourt or the express written permission by the Receiver.”²⁰⁹

²⁰⁴ *Johnson v. Wings West*, Case No. 200700008, Utah Fourth District Court, *Complaint*, filed February 10, 2020 (“Wings West Lawsuit”), provided as Exhibit B, [docket no. 888-2](#), filed March 20, 2020.

²⁰⁵ Wings West Lawsuit, *Complaint* at 2.

²⁰⁶ *Id.*

²⁰⁷ Receiver’s Ex-Parte Affidavit of Non-Compliance Against Glenda E. Johnson, [docket no. 888](#), filed March 20, 2020.

²⁰⁸ Order Re: Affidavit of Non-Compliance Against Glenda Johnson, [docket no. 920](#), filed May 5, 2020 (“Lien Release Order”).

²⁰⁹ *Id.* at 6.

89. Glenda Johnson dismissed the Wings West Lawsuit on May 5, 2020—the same day as the order.²¹⁰ 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.²¹¹ 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.²¹² She asked the Fourth District Court “to set aside the decision in Civil No. 2:15-cv-00828-DN and enjoin any further proceedings in that case until this matter is fully resolved.”²¹³

90. On August 20, 2020, the Fourth District Court for Millard County granted Wings West’s motion for summary judgment.²¹⁴ The Fourth District Court found “the mechanic’s lien was a wrongful lien filing and prohibited by Utah law and by Federal court order.”²¹⁵ The court

²¹⁰ *Wings West Lawsuit, Motion to Dismiss with Prejudice*, filed May 5, 2020.

²¹¹ *Wings West Lawsuit: Answer to Counterclaim and Third Party Complaint*, filed May 29, 2020.

²¹² *Id.* at 1. She asserted that the court’s May 5, 2020 order was unconstitutional and obtained by “fraud on the court.” *Id.* at 2.

²¹³ *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.

²¹⁴ *Id. Amended Order Regarding Defendant’s Motion for Summary Judgment and Motion to Strike*, filed August 20, 2020.

²¹⁵ *Id.* at 2.

invoked the civil penalty provisions of Utah Code Ann. § 38-1a-308 and awarded Wings West damages of \$18 million against Glenda Johnson.²¹⁶

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”).²¹⁷ 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.²¹⁸

b. “XSun is now owned by Neldon Johnson one third, Lagrand [sic] Johnson one third, and Randy Johnson one third. XSun is now controlled by Legrand [sic] Johnson and Johnson’s two thirds ownerships combine ownership.”²¹⁹

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.”²²⁰

d. “I [Glenda Johnson] still legally have access to the [Tower Site] property.

²¹⁶ *Id.* The Court also awarded \$6,000 in attorney’s fees to Wings West in a separate order issued September 10, 2020.

²¹⁷ *Wings West Lawsuit, Opposition to Plaintiff’s Motion for Summary Judgment*, September 16, 2020.

²¹⁸ *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.

²¹⁹ *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.

²²⁰ *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.

This gives me the right to continue my contract and work.”²²¹

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.”²²²

f. “The mechanics lien travels with the land.”²²³

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.”²²⁴

h. “I am entitled to a collateral attack [sic] [the federal] cases. I brought a challenge to that [federal] case and have a pending Rule 60b Motion, [and] a Petition for Rehearing in the 10th Circuit Court”²²⁵

92. The same day, September 16, 2020, Glenda Johnson filed a notice of appeal of the state court judgment against her.²²⁶ 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

²²¹ *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.

²²² *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.

²²³ *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.

²²⁴ *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.

²²⁵ *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).

²²⁶ *Id.* *Notice of Appeal*, September 16, 2020.

litigation in any form relating to any real property identified in the Corrected Receivership Order without prior approval of the [c]ourt or express written permission by the Receiver.”²²⁷ 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.²²⁸

viii. Glenda Johnson’s Testimony During Contempt Proceedings

94. At a January 2020 evidentiary hearing in connection with the United States’ second contempt motion,²²⁹ Glenda Johnson testified regarding her role in creating and recording the Millard County Lien.²³⁰ She testified that “the property was all mine.”²³¹

95. She claimed ignorance about when Anstram was formed and who its owners were.²³² She did not know if Anstram owned any lenses.²³³ She had seen no financial statements for Anstram, did not know what assets it owned, and did not know how many employees the

²²⁷ Lien Release Order, at 6 (Order, ¶ 3).

²²⁸ Wings West Lawsuit, *Findings, Conclusions and Order Regarding Vexatious Litigant*, entered October 26, 2020, at 4; *see also* Receiver’s Report, ¶ 152.

²²⁹ United States’ Motion for Additional Sanctions Due to Continued Contempt of Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson, [docket no 754](#), filed August 21, 2019.

²³⁰ Glenda Johnson Transcript, at 155:20-156:1.

²³¹ *Id.* at 156:9-156:11.

²³² *Id.* at 157:3-157:8.

²³³ *Id.* at 161:15-161:19.

company had.²³⁴ She testified that the agreement granting a lien to Anstram was oral,²³⁵ directly contradicting Olsen's testimony.²³⁶

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."²³⁷

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.²³⁸

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 products."²³⁹ She affirmed that the \$30 million face value of the Millard County Lien was for work that had not yet been performed.²⁴⁰

99. At the February 25, 2020 Show Cause Hearing, the court again found Glenda

²³⁴ *Id.* at 161:20-162:1.

²³⁵ *Id.* at 157:13-158:17.

²³⁶ Findings of Fact ¶¶ 45-46, 49.

²³⁷ Glenda Johnson Transcript at 158:22-159:23.

²³⁸ 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.

²³⁹ *Id.* at 163:12-163:14.

²⁴⁰ *Id.* at 164:12-165:1.

Johnson in civil contempt.²⁴¹ Part of the contempt finding was due to her actions in creating and recording liens against Receivership Property.²⁴²

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.”²⁴³

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.”²⁴⁴

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.²⁴⁵

103. Olsen testified that Glenda Johnson contacted him in February, wanting to meet with him.²⁴⁶ Glenda and Neldon Johnson went to Olsen’s home, asking him to transfer Anstram to someone else they had picked to own the company.²⁴⁷ Olsen was shocked.²⁴⁸ When the

²⁴¹ February 25, 2020 Show Cause Hearing, docket no. 863.

²⁴² Second Contempt Order, at 21 (footnote omitted).

²⁴³ *Id.*

²⁴⁴ *Id.* at 22-23.

²⁴⁵ Olsen Deposition at 84:9-84:14; *see also* Transfer of Membership Interests, [docket no. 937-1](#), filed June 10, 2020 (“Transfer of Membership Interests”).

²⁴⁶ *Id.* at 84:9.

²⁴⁷ *Id.* at 84:7-84:14.

²⁴⁸ *Id.*

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.²⁴⁹ 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.²⁵⁰ 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.²⁵¹

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."²⁵²

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.²⁵³

106. At the time he prepared the transfer document, Olsen knew that Hamblin would be the new owner of Anstram.²⁵⁴ The Transfer of Membership Interests, however, did not

²⁴⁹ *Id.* at 84:15-85:1.

²⁵⁰ *Id.* at 85:2-85:13.

²⁵¹ *Id.* at 85:17-86:1.

²⁵² *Id.* at 89:2-90:8; *see also* Second Declaration of Glenda Johnson in Response to Notice of Noncompliance ECF 923 and Order EDF 933, [docket no. 937](#), filed June 10, 2020 ("Impossibility Declaration"), at ¶ 3(k). The document itself is Receiver Exhibit 2177 and in evidence as [docket no. 937-1](#).

²⁵³ *Id.* at 99:19-99:22.

²⁵⁴ *Id.* at 89:20-90:8.

identify the new owner of Anstram.²⁵⁵ Blank spaces were left in the document where the buyer's name could be inserted.²⁵⁶ Glenda Johnson's signature was affixed to the document at Olsen's home.²⁵⁷

107. Olsen had not had any discussions with Hamblin before this time about the sale of Anstram to Hamblin.²⁵⁸

108. Hamblin came to Glenda Johnson's home in Payson, Utah later the same day.²⁵⁹ At that time, Hamblin inserted his name as the buyer of Anstram Energy²⁶⁰ and signed the Transfer of Membership Interests.²⁶¹ He had not seen the document before signing it.²⁶²

109. At the time, Hamblin also was not aware that the court had found Glenda and Neldon Johnson in contempt four days earlier.²⁶³ The contempt hearing and ruling were not discussed at the meeting.²⁶⁴

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

²⁵⁵ *Id.*

²⁵⁶ Transfer of Membership Interests; Olsen Deposition at 89:20-90:8.

²⁵⁷ *Id.* at 90:9-90:12.

²⁵⁸ *Id.* at 89:16-89:19.

²⁵⁹ Hamblin Deposition at 87:25-88:5.

²⁶⁰ *Id.* at 88:6-88:8.

²⁶¹ Impossibility Declaration, at ¶ 3(l).; Hamblin Deposition at 88:9-88:11.

²⁶² Hamblin Deposition at 89:1-89:4.

²⁶³ *Id.* at 91:8-91:21.

²⁶⁴ *Id.*

to pay approximately \$2,700.00 in pending corporate renewal fees that Anstram owed to Nevis authorities.²⁶⁵ 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.²⁶⁶

111. Olsen testified he received no consideration from Hamblin for the transfer of Anstram (other than the \$10.00).²⁶⁷ He received no payments from Glenda Johnson for the transfer.²⁶⁸

112. Olsen said he had no communications with Hamblin regarding the transfer.²⁶⁹ 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.²⁷⁰ Olsen testified that any information Hamblin possessed regarding Anstram would have come from Glenda Johnson, not Olsen;²⁷¹ Olsen gave no documents relating to Anstram to Hamblin before or after the transfer.²⁷²

113. Olsen did not notify corporate authorities in Nevis or Anstram's registered agent

²⁶⁵ *Id.* at 86:11-86:18; 87:12-87:21; 163:16-163:21; the actual amount was \$2,875 as stated by Hamblin at *id.* 55:17-57:4.

²⁶⁶ *Id.* at 88:12-90:13.

²⁶⁷ 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.

²⁶⁸ *Id.* at 90:13-90:17.

²⁶⁹ *Id.* at 18:22-19:6.

²⁷⁰ *Id.* at 83:13-84:6; 92:3-92:11.

²⁷¹ *Id.* at 92:3-92:15.

²⁷² *Id.* at 26:5-26:7.

that he no longer owned Anstram.²⁷³ Olsen said Hamblin would have known how to contact Nevis authorities or the registered agent only if Glenda Johnson provided that information to Hamblin.²⁷⁴

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 before Hamblin paid the corporate renewal fees.²⁷⁵ 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.²⁷⁶

115. After Hamblin took control of Anstram, Anstram conducted no additional business, signed no contracts other than the Transfer of Membership Interests,²⁷⁷ purchased no equipment, obtained no office space, and performed no solar technology work.²⁷⁸ He believes Anstram has patents and licensing rights to the solar technology, but is not aware of any documents granting that technology to Anstram.²⁷⁹

²⁷³ *Id.* at 100:16-101:3.

²⁷⁴ *Id.* at 101:4-101:7.

²⁷⁵ Hamblin Deposition at 90:14-91:1.

²⁷⁶ 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.*

²⁷⁷ 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.

²⁷⁸ *Id.* at 92:22-93:8.

²⁷⁹ *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

116. At the time of his deposition, Hamblin was not aware that Glenda Johnson had filed the Millard County Lien in December 2019.²⁸⁰ He had not seen a copy of the Millard County Lien before his deposition.²⁸¹ Hamblin believes that either Neldon Johnson or Glenda Johnson told him that Glenda Johnson was the owner of the original Tower Site property.²⁸²

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 2020,²⁸³ Hamblin told her he wanted to acquire the “rights, title and interest in my assets” held by Anstram Energy.²⁸⁴ Hamblin’s testimony on this point was inconsistent. 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.”²⁸⁵ Hamblin later stated the opposite, saying that when he learned Olsen already had liens on the properties, he (Hamblin) wanted them, and communicated his interest to Glenda Johnson.²⁸⁶

118. Hamblin said he received information about the Olsen Tax Court trial from either Neldon or Glenda Johnson, who told Hamblin the trial was going well.²⁸⁷ Shortly after the

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.

²⁸⁰ *Id.* at 27:17-28:20.

²⁸¹ *Id.* at 29:12-29:14.

²⁸² *Id.* at 80:3-80:20. The Tower Site property was actually titled in the name of IAS.

²⁸³ U.S. Tax Court Docket No. 26469-14 and 21247-16.

²⁸⁴ Impossibility Declaration ¶ 3(i).

²⁸⁵ Hamblin Deposition at 73:22-73:25..

²⁸⁶ *Id.* at 81:18-84:9.

²⁸⁷ *Id.* at 77:1-78:3.

conclusion of the Tax Court trial, Glenda Johnson told Hamblin that Olsen was interested in selling his rights to the property liens.²⁸⁸

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.²⁸⁹

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.²⁹⁰ Hamblin testified that he never called Olsen, but he believes Olsen called him (Hamblin) to discuss the transfer of Anstram²⁹¹ and that they would meet at Nelson Snuffer to sign the transfer documents.²⁹² Olsen disputed Glenda Johnson's declaration testimony that Hamblin contacted him (Olsen) with an interest in buying Anstram, saying Hamblin never contacted him.²⁹³ 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 Nelson Snuffer to sign declarations at the request of Glenda Johnson.²⁹⁴

121. Hamblin said he has had no other dealings with Olsen other than buying

²⁸⁸ *Id.* at 78:4-78:20.

²⁸⁹ *Id.* at 38:20-39:21.

²⁹⁰ Impossibility Declaration, ¶ 3(j).

²⁹¹ Hamblin Deposition at 33:19-34:14; 84:20-85:7.

²⁹² *Id.* at 86:6-86:18; *see* 29:20-30:3.

²⁹³ Olsen Deposition at 88:9-88:11.

²⁹⁴ *Id.* at 18:22-19:6; 88:12-89:1.

Anstram.²⁹⁵

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.²⁹⁶ Glenda Johnson told Hamblin that she owned all the assets and could transfer them to Hamblin.²⁹⁷

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.²⁹⁸ He believes Anstram owes no obligation to Glenda Johnson in exchange for the \$30 million worth of liens she assigned to Anstram.²⁹⁹

124. Even after acquiring Anstram, Hamblin still did not know the form of Anstram's corporate structure.³⁰⁰ Hamblin has never been to Nevis.³⁰¹ He does not know why Anstram was created as a Nevis company.³⁰² He never received a copy of Anstram's articles of Organization prior to his deposition.³⁰³ Hamblin believes the only financial asset Anstram has, other than the

²⁹⁵ Hamblin Deposition at 163:13-163:15.

²⁹⁶ Hamblin Deposition at 40:13-41:6; 42:9-43:6.

²⁹⁷ *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 43:14-44:9.

²⁹⁸ *Id.* at 47:19-48:8; 59:11-59:22.

²⁹⁹ *Id.* at 62:4-67:4.

³⁰⁰ *Id.* at 47:3-47:8.

³⁰¹ *Id.* at 47:14-47:15.

³⁰² *Id.* at 54:18-54:20.

³⁰³ *Id.* at 54:10-54:17.

assigned liens, was \$2,875 that he paid to renew its annual company registration.³⁰⁴ Anstram has no bank account, no employees other than Hamblin, and no prior experience in the energy industry.³⁰⁵

125. Because the Millard County Lien was assigned to Anstram, Hamblin believes it is an asset of Anstram.³⁰⁶ 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.³⁰⁷ 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.³⁰⁸

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.³⁰⁹ He does not know if Anstram gave anything to Glenda Johnson in exchange for the lien on the Payson home.³¹⁰

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.³¹¹ He does not know if Anstram gave anything to Glenda Johnson in exchange for her

³⁰⁴ *Id.* at 55:17-57:4.

³⁰⁵ *Id.* at 57:5-58:15.

³⁰⁶ *Id.* at 29:9-29:11.

³⁰⁷ *Id.* at 54:21-55:16.

³⁰⁸ *Id.* at 67:10-67:19.

³⁰⁹ *Id.* at 67:20-68:25. See Notice of Lien, Utah County Recorder, ent 134949:2019, recorded December 19, 2019 (also found at Receiver Exhibit 2170 and [docket no. 888-3](#)) ("Utah County Lien").

³¹⁰ Hamblin Deposition at 69:6-69:9.

³¹¹ *Id.* at 69:23-71:11; see Texas Lien.

assigning the Texas Lien to Anstram.³¹² 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 2019.³¹³

128. Neither newly formed Anstram Energy nor Hamblin have any apparent ability to “continue to develop this technology.”³¹⁴

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.³¹⁵

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 a form and property descriptions, and recorded the liens with the counties.”³¹⁶

131. Glenda Johnson’s declaration testimony that she reached out to Olsen on May 5, 2020 to ask him to have Anstram release the property liens³¹⁷ was made in her full knowledge that Hamblin had been the sole owner of Anstram since February 29, 2020.³¹⁸ Olsen, for his part,

³¹² Hamblin Deposition at 71:15-71:20.

³¹³ *Id.* at 72:1-72:25.

³¹⁴ *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), provided as Exhibit 3 at [docket no. 942-3](#), filed June 30, 2020.

³¹⁵ Declaration of Glenda Johnson in Response to Notice of Noncompliance ECF 923, [docket no. 925](#), filed May 14, 2020 (“Declaration Noncompliance ECF 923”).

³¹⁶ Impossibility Declaration, at ¶ 4.

³¹⁷ *Id.* at ¶¶ 2 (e, f).

³¹⁸ Hamblin Deposition at 107:2-107:11.

has no recollection of Glenda Johnson attempting to contact him on May 5, 2020.³¹⁹

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,”³²⁰ was made when she knew that Anstram had been sold to Hamblin more than two months before that time³²¹—in a transfer she engineered.³²² Indeed, she was present when the transfer agreement was executed on February 29, 2020 and even signed the agreement as a witness.³²³ 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.³²⁴ Glenda Johnson never requested any help from Olsen in getting the Anstram liens released.³²⁵

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.³²⁶

134. While at Nelson Snuffer to sign his declaration, Olsen also met with Neldon Johnson, Glenda Johnson, and Hamblin.³²⁷ At that time, Neldon Johnson indicated to Olsen that

³¹⁹ Olsen Deposition at 92:21-93:11.

³²⁰ Declaration Noncompliance ECF 923 at ¶ 2 (g) (emphasis added).

³²¹ Hamblin Deposition at 107:2-108:9.

³²² See Findings of Fact, ¶¶ 102-120, above.

³²³ Impossibility Declaration.

³²⁴ Olsen Deposition at 93:12-93:17.

³²⁵ *Id.* at 94:6-94:13.

³²⁶ Declaration of Preston Olsen, [docket no. 937-3](#), filed June 10, 2020.

³²⁷ Olsen Deposition at 47:5-48:5.

Neldon Johnson was continuing work on a concentrated photovoltaic tank.³²⁸

135. Hamblin also signed a June 9, 2020 declaration to the court, which was prepared by Nelson Snuffer.³²⁹ 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.³³⁰

136. Hamblin admitted that Nelson Snuffer requested that Hamblin release the liens recorded by Anstram.³³¹ 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.³³²

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.³³³

138. Hamblin was not aware, when he signed his declaration, that five days previously (on June 4, 2020) the court had ordered³³⁴ Glenda Johnson to provide information to the court

³²⁸ *Id.* at 48:1-48:22.

³²⁹ Declaration of Roger P. Hamblin, [docket no. 937-2](#), filed June 10, 2020 ("Hamblin Declaration"); *see also* Hamblin Deposition at 74:1-75:19.

³³⁰ *Id.* at 76:10-76:15; 100:5-100:21.

³³¹ Email from Steven Paul to Roger Hamblin, May 14, 2020 found at Declaration Noncompliance ECF 923 at 4; *see also* Hamblin Deposition at 74:2-75:13

³³² Hamblin Deposition at 109:15-109:24.

³³³ *Id.* at 103:11-104:5.

³³⁴ Order Re: Notice of Non-Compliance Against Glenda Johnson, [docket no. 933](#), filed June 4, 2020 ("[Docket no. 933](#)").

about her inability to release the liens.³³⁵ He was not aware his declaration was going to be filed with the court.³³⁶

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”).³³⁷

140. The Hamblin Lawsuit was filed in response to the court’s June 4 order³³⁸ requiring Glenda Johnson to demonstrate her claimed inability to release the liens.³³⁹ 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.³⁴⁰ Through the lawsuit, Hamblin hoped to get a jury to look at the solar lens project;³⁴¹ he wanted to start a new lawsuit that would

³³⁵ 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.

³³⁶ *Id.* at 115:5-115:9.

³³⁷ *Hamblin v. Johnson*, Case No. 200600286 (Utah Fifth District Court for Washington County) (“Hamblin Lawsuit”). The Complaint can be found at [docket no. 1055-5](#).

³³⁸ [Docket no. 933](#).

³³⁹ Hamblin Deposition at 116:4-116:17.

³⁴⁰ *Id.* at 118:13-119:21.

³⁴¹ *Id.* at 115:20-116:1.

be heard by a different judge and explain to a jury why the solar technology worked.³⁴² He felt a jury would not be tainted in evaluating the technology.³⁴³

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.³⁴⁴

142. Hamblin's June 9, 2020 declaration³⁴⁵ made no mention of the lawsuit he had filed against Glenda Johnson the previous day.³⁴⁶

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.³⁴⁷ Hamblin only remembers signing and filing the three-page complaint; he does not remember the exhibits being part of the complaint that he signed.³⁴⁸ He could not answer who drafted the complaint, saying that the handwritten portions of the complaint did not look like his printing.³⁴⁹ The top of the first page of the complaint lists Hamblin's name and contact information. His name was originally spelled as "Hamblim," but the last three letters were crossed out and the handwritten letters "l-i-n" were

³⁴² *Id.* at 117:1-117:20.

³⁴³ *Id.* at 119:12-119:17.

³⁴⁴ *See* Impossibility Declaration.

³⁴⁵ Hamblin Declaration.

³⁴⁶ Hamblin Deposition at 120:14-120:22.

³⁴⁷ Hamblin Lawsuit.

³⁴⁸ Hamblin Deposition at 120:23-121:20.

³⁴⁹ *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.

inserted above the typed name.³⁵⁰ Hamblin said that the corrective handwriting on the complaint was not his.³⁵¹ He does not remember seeing the penalty of perjury language in the document he signed and filed with the court.³⁵²

144. The complaint³⁵³ 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.³⁵⁴ However, the complaint was not filed until June 8, 2020.³⁵⁵ 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.³⁵⁶ Hamblin did not confirm or deny this speculation.³⁵⁷ Hamblin did, however, indicate that Glenda might have suggested that he sue her.³⁵⁸

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

³⁵⁰ Hamblin Lawsuit, Complaint at 1.

³⁵¹ Hamblin Deposition at 124:8-124:20.

³⁵² *Id.* at 135:25-136:13.

³⁵³ Hamblin Lawsuit, Complaint at 2.

³⁵⁴ [Docket no. 933](#).

³⁵⁵ Hamblin Lawsuit, Complaint.

³⁵⁶ Receiver's Report ¶111, at 35-36.

³⁵⁷ Hamblin Deposition at 137:3-138:5.

³⁵⁸ 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.³⁵⁹ 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.³⁶⁰

146. Hamblin admitted he provided no labor or materials for properties in Utah County.³⁶¹ He testified that he did not provide \$30 million in labor and materials as alleged in the complaint in the Hamblin Lawsuit.³⁶² He affirmed he provided no labor or materials after June 22, 2018 (the date of the Asset Freeze Order³⁶³), despite the complaint averring that Hamblin “furnished the last labor and/or materials on April 14, 2020.”³⁶⁴³⁶⁵ 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.³⁶⁶

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

³⁵⁹ Hamblin Lawsuit, Complaint at 1.

³⁶⁰ Hamblin Deposition at 129:25-130:15.

³⁶¹ *Id.* at 130:16-130:20.

³⁶² *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.

³⁶³ Asset Freeze Order.

³⁶⁴ Hamblin Lawsuit, Complaint at 2.

³⁶⁵ Hamblin Deposition at 133:13-134:20.

³⁶⁶ *Id.* at 133:5-135:24. 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 135:19.

filed by Anstram, not him.³⁶⁷

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.³⁶⁸ Hamblin testified that Glenda Johnson had no reaction when he delivered the newly filed complaint to her.³⁶⁹

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."³⁷⁰ 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 indcated [sic] below."³⁷¹

151. Hamblin filed a motion for summary judgment on June 30, 2020, using what

³⁶⁷ *Id.* at 131:15-132:13. Hamblin indicated he dismissed the lawsuit on August 31, 2020 and intended to refile it under the name Anstram Energy. *Id.*

³⁶⁸ *Id.* at 122:4-124:7; 138:16-138:24.

³⁶⁹ *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.

³⁷⁰ Hamblin Lawsuit, Answer at 1.

³⁷¹ Hamblin Lawsuit, Answer, June 22, 2020 at 2; *Id.*, Complaint at 3.

appears to be a court-supplied form motion.³⁷² Hamblin’s motion averred that “Defendant agrees with the allegations, and states she has no defense, and will not present one.”³⁷³ Hamblin attached Glenda Johnson’s answer to his motion.³⁷⁴ 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.³⁷⁵

152. The Receiver filed a notice of stay in the Hamblin Lawsuit on July 21, 2020.³⁷⁶ The day before the Receiver took Hamblin’s deposition on August 31, 2020, Hamblin filed a motion to voluntarily dismiss the lawsuit.³⁷⁷

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 apply.³⁷⁸ The validity of the CRO has been affirmed by this court³⁷⁹ and the Tenth Circuit Court

³⁷² *Id.*, Motion to Summary Judgment, June 30, 2020. This is Receiver Exhibit 2184.

³⁷³ *Id.*, at 1.

³⁷⁴ *Id.*

³⁷⁵ *Id.*, Request to Submit for Decision, July 15, 2020.

³⁷⁶ *Id.*, Notice of Stay, July 21, 2020.

³⁷⁷ *Id.*, Motion to Voluntarily Dismiss Case, August 31, 2020.

³⁷⁸ [Fed. R. Civ. P. 65\(d\)](#).

³⁷⁹ See contempt orders at [docket no. 677](#); [docket no. 701](#); [docket no. 947](#).

of Appeals.³⁸⁰

As the Receiver explained in the OSC Motion, Glenda Johnson, Hamblin, and Olsen were aware of and bound by the CRO.³⁸¹ 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.³⁸² 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[.]”³⁸³

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[.]”³⁸⁴

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[.]”³⁸⁵

Glenda Johnson, Hamblin, and Olsen each had actual knowledge of the CRO before the

³⁸⁰ [United States v. RaPower-3 LLC, 960 F.3d 1240 \(10th Cir. 2020\)](#).

³⁸¹ OSC Motion, at 5.

³⁸² CRO ¶¶ 20, 23, 85.

³⁸³ 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).

³⁸⁴ *Id.*

³⁸⁵ *Id.*

property liens were filed by Anstram.³⁸⁶

B. Additional Orders Relating to the Improperly Recorded Liens

Prior to this Order, Glenda Johnson has been held in contempt by this court twice.³⁸⁷ 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 issued orders (1) invalidating the Amstram liens³⁸⁸ and (2) requiring Glenda Johnson to dismiss her action against Wings West.³⁸⁹ 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.”³⁹⁰ 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 [c]ourt or express written permission by the Receiver.”³⁹¹

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

The CRO prohibits all persons with notice “from directly or indirectly taking any action

³⁸⁶ Olsen Deposition at 11:23-12:22; 51:7-51:15; Second Contempt Order, ¶ 5; Hamblin Returns of Service, Exhibit G, [docket no. 1055-7](#), filed December 29, 2020.

³⁸⁷ First Contempt Order; Second Contempt Order.

³⁸⁸ Order Invalidating Liens.

³⁸⁹ Impossibility Declaration.

³⁹⁰ Second Contempt Order, at 23.

³⁹¹ Lien Release Order, at 6.

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:”

- “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 [c]ourt over the receivership estate.”³⁹²

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.³⁹³

Glenda Johnson, Hamblin, and Olsen were aware that real estate titled in the name of Glenda Johnson was included in the Asset Freeze Order.³⁹⁴

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

³⁹² CRO ¶ 35 (emphasis added).

³⁹³ *Id.* ¶¶ 14, 24.

³⁹⁴ 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;³⁹⁵
- b. Glenda Johnson's false claim to have provided \$9 million in labor and/or materials on the Tower Site;³⁹⁶
- 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;³⁹⁷
- 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;³⁹⁸
- 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;³⁹⁹

³⁹⁵ Findings of Fact, ¶ 23, above; Lien Release Order, at 2.

³⁹⁶ Findings of Fact, ¶¶ 24-25, above.

³⁹⁷ *Id.* ¶¶ 23-24. 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.

³⁹⁸ Findings of Fact ¶¶ 31, 33, above. Intellectual Property are expressly included in the definition of Receivership Property in the CRO. *See* CRO, ¶ 13.

³⁹⁹ Findings of Fact, ¶¶ 31-38, 40-41, 44, 48-49, 62, above.

- 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;⁴⁰⁰
- g. The signing of the Millard County Lien notices by Olsen on real property expressly listed in and frozen by the CRO;⁴⁰¹
- h. The filing of the Millard County Lien notices by Glenda Johnson on real property expressly listed in and frozen by the CRO;⁴⁰²
- i. Olsen and Glenda Johnson claiming that \$30 million in labor and materials had been provided on the Millard County properties;⁴⁰³
- j. The signing of the Utah County Lien notices by Olsen on real property expressly listed in and frozen by the CRO;⁴⁰⁴
- k. The filing of the Utah County Lien notices by Glenda Johnson on real property expressly listed in and frozen by the CRO;⁴⁰⁵
- l. Olsen and Glenda Johnson claiming that \$2 million in labor and materials had been provided on the Utah County property;⁴⁰⁶

⁴⁰⁰ *Id.* ¶¶ 45-47.

⁴⁰¹ *Id.* ¶¶ 50, 55-60, 69.

⁴⁰² *Id.*

⁴⁰³ *Id.* ¶¶ 55, 58, 65.

⁴⁰⁴ *Id.* ¶¶ 73-78.

⁴⁰⁵ *Id.*

⁴⁰⁶ *Id.* ¶ 73.

- m. The signing of the Texas Lien notice by Olsen on real property expressly listed in and frozen by the CRO;⁴⁰⁷
- 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;⁴⁰⁸
- o. Olsen and Glenda Johnson claiming that \$10 million in labor and materials had been provided on the Texas Properties;⁴⁰⁹
- 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;⁴¹⁰
- 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;⁴¹¹
- r. Hamblin's promise to return ownership of the liened 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;⁴¹²

⁴⁰⁷ *Id.* ¶¶ 79-83.

⁴⁰⁸ *Id.*

⁴⁰⁹ *Id.* ¶¶ 79-80.

⁴¹⁰ *See id.* ¶¶ 54-86.

⁴¹¹ *Id.* ¶¶ 79, 86.

⁴¹² *Id.* ¶ 51.

s. Hamblin's ongoing efforts to sell solar technology, that is the exclusive property of the Receivership Estate, to unidentified foreign entities;⁴¹³

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);⁴¹⁴

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;⁴¹⁵

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;⁴¹⁶

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;⁴¹⁷

⁴¹³ *Id.* ¶¶ 51-52.

⁴¹⁴ *Id.* ¶¶ 136-137, 141.

⁴¹⁵ *Id.* ¶¶ 139-140, 145.

⁴¹⁶ *Id.* ¶¶ 139-140, 145, 146.

⁴¹⁷ *Id.* ¶ 147.

- x. Glenda Johnson's answer to the Hamblin complaint in which she agreed with Hamblin's "alligations" and stated she had no defenses, which was part of a scheme designed to transfer title to Hamblin despite the CRO;⁴¹⁸
- y. The lawsuit Glenda Johnson filed against Wings West, after the Tower Site had already been sold to Wings West, pursuant to court order;⁴¹⁹
- 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 to get the liens released;⁴²⁰
- 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;⁴²¹
- 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;⁴²²

⁴¹⁸ *Id.* ¶¶ 139-151.

⁴¹⁹ *Id.* ¶ 87.

⁴²⁰ *See id.* ¶¶ 129, 136-137, 141.

⁴²¹ *Id.* ¶ 89.

⁴²² *Id.*

cc. Glenda Johnson's false statements to the Utah Fourth District Court in an attempt to assert liens against Receivership Property;⁴²³

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;⁴²⁴

ee. Glenda Johnson's refusal to provide the Receiver with copies of documents relating to Anstram that are in her possession, including but not limited to, the Assignment Agreement and Employment Agreement;⁴²⁵

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. Agreements between her and Anstram were oral and that there were no written agreements.⁴²⁶

gg. Glenda Johnson's false and deceptive statements in her May 14, 2020 declaration⁴²⁷ that:

⁴²³ *Id.* ¶ 91.

⁴²⁴ *Id.* ¶ 92.

⁴²⁵ *Id.* ¶ 61.

⁴²⁶ *Id.* ¶¶ 45-47, 49, 94-98.

⁴²⁷ Declaration Noncompliance ECF 923.

- i. 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;⁴²⁸
- ii. She “knew that Preston Olsen was *planning* to sell his interest in Anstram,”⁴²⁹ when she knew that Olsen already had transferred Anstram to Hamblin two months earlier—and had signed the transfer documents as a witness;⁴³⁰
- iii. She had done her best to persuade Anstram to release the property liens;⁴³¹ and
- iv. Her role with creation of the liens was limited to “[giving] information for the preparation of the documents, such as a form and property descriptions, and record[ing] the liens with the counties”;⁴³² and

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

⁴²⁸ *Id.* ¶ 131.

⁴²⁹ Declaration Noncompliance ECF 923 at ¶ 2(g).

⁴³⁰ Findings of Fact ¶ 131. Emphasis added.

⁴³¹ *Id.* ¶¶ 141-146, 148, showing the friendly nature of the Hamblin Lawsuit and positing that Glenda Johnson, not Hamblin, likely filed the Hamblin Lawsuit.

⁴³² *Id.* ¶ 130.

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

These findings are based on independent review of the record. Both Olsen and Hamblin also stipulated to findings that they each acted in civil contempt of court and consented to the entry, as findings of fact, of the Receiver’s allegations relating to them in the OSC Motion.⁴³³

In her opposition to the OSC Motion, Glenda Johnson did not dispute any of the factual allegations of the OSC Motion.⁴³⁴ In prior filings, Glenda Johnson testified that she “never had authority to grant or release the mechanics’ liens”⁴³⁵ and that she had “no opinion as to whether the liens are valid and enforceable.”⁴³⁶

E. The Receiver has shown clear civil contempt by Glenda Johnson, Hamblin, and Olsen

The Receiver has shown, by clear and convincing evidence, that: (1) valid court orders existed; (2) Glenda Johnson, Hamblin, and Olsen, who were bound by the orders, had knowledge of them; and (3) Glenda Johnson, Hamblin, and Olsen disobeyed the orders.⁴³⁷

⁴³³ Preston Olsen Stipulation for Finding of Contempt, Contribution Toward Costs of Receiver’s Motion for Order to Show Cause, [docket no. 1072-2](#), filed January 29, 2021; Roger Hamblin Stipulation for Finding of Contempt, Contribution Toward Costs of Receiver’s Motion for Order to Show Cause, [docket no. 1072-1](#), filed January 29, 2021.

⁴³⁴ OSC Response. 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.*

⁴³⁵ Impossibility Declaration, at ¶ 4.

⁴³⁶ *Id.* ¶ 5.

⁴³⁷ *See* Findings of Fact, ¶¶ 1-152, above; *see* Conclusions of Law, A-D, above; *see also* [United States v. Ford, 514 F.3d 1047, 1051 \(10th Cir. 2008\)](#).

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*,⁴³⁸

IT IS HEREBY ORDERED THAT:

1. The Receiver's OSC 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 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.⁴³⁹ The Receiver shall file with the court a declaration of costs and proposed order within 45 days of the date of this order.⁴⁴⁰
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

⁴³⁸ OSC Motion.

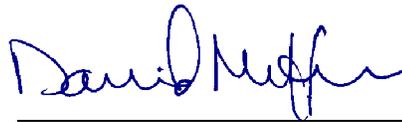
⁴³⁹ See [Goodyear Tire & Rubber Co. v. Haeger, 137 S. Ct. 1178, 1186 \(2017\)](#) (explaining fees incurred because of the misconduct at issue may be assessed as a sanction); see also [United Mine Workers of Am. v. Bagwell, 512 U.S. 821, 838 \(1994\)](#); [In re Indian Motorcycle Mfg., Inc., No. CIVA 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.").

⁴⁴⁰ 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.

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.⁴⁴¹ 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 property purchases, an order will be entered requiring Glenda Johnson to turn over the properties to the Receiver as Receivership Property.

Signed April 14, 2021.

BY THE COURT:



David Nuffer
United States District Judge

⁴⁴¹ 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 a 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.