

EXHIBIT 1

From: nsdpnelson <nsdpnelson@aol.com>

To: wklein <wklein@kleinutah.com>

Cc: denversnuffer <denversnuffer@gmail.com>; dbggarriott <dbggarriott@msn.com>; spaul <spaul@nsdplaw.com>

Subject: United States v. RaPower-3, IAS, et al., Case No. 2:15CV000828 - Response to Request for Information

Date: Mon, Dec 17, 2018 8:57 pm

Attachments: ResponseToRequestForInfoFromReceiver17Dec2018.pdf (63K), Exhibit List RespReceiverRFI.pdf (9K), Exhibit A - NPJFLP OrigCertifLPS.pdf (105K), Exhibit B - NPJFLP RestatedCertifLPS17Nov2004.pdf (123K), Exhibit C - N.P. Johnson Family Limited Partnership Agreement 15Nov2004.pdf (715K), Exhibit D - NPJohnsonFLP-Hamblin Sale Agr-14Jan2011.pdf (164K), Exhibit E - DCL-16A-Hamblin Sale Agr-14Jan2011.pdf (102K), Exhibit F - NPJFLP-BlackNight-PSAsset PurchAgr23Oct2012.pdf (191K), Exhibit G - NPJFLP-Starlite-PSAsset PurchAgr23Oct2012.pdf (195K), Exhibit H - NPJFLP-Johnson Assignment Warrant Agreement13Oct2004.pdf (436K), Exhibit H1 - IAS-Johnson Asset-WarrantAgr14May2004.pdf (857K), Exhibit H2 - JohnsonAssignment10%Royalty08Dec2004.pdf (31K), Exhibit I - Texas Property Warranty Deed 2006.pdf (220K), Exhibit J - Texas Property Trust Deed 2006.pdf (464K), Exhibit K - USPTO List - Application and Patent Assignments to NPJFLP.pdf (129K), Exhibit L - USPTO List - Applications and Patents Assgnd to Black Night.pdf (72K)

Mr. Klein,

Please see the attached letter and exhibits.

Thanks for your cooperation.

J. David Nelson

J. David Nelson
NELSON SNUFFER DAHLE & POULSEN, P.C.
10885 South State Street
Sandy, UT 84070
Tel. 801-576-1400
Fax 801-576-1960

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NELSON SNUFFER DAHLE & POULSEN, P.C.

DENVER C. SNUFFER, JR.
J. DAVID NELSON
ROBERT D. DAHLE

ATTORNEYS AT LAW
10885 SOUTH STATE STREET
SANDY, UT 84070
TELEPHONE (801) 576-1400
TELEFAX (801) 576-1960

DANIEL B. GARRIOTT
STEVEN R. PAUL
JOSHUA D. EGAN ^

^ ALSO ADMITTED IN ARIZONA

December 17, 2018

Via Email: wklein@kleinutah.com
Confirmed by Mail

Wayne Klein
Receiver for Rapower-3, LLC
P.O. Box 1836
Salt Lake City, UT 84110

Re: *United States v. RaPower-3, IAS, et al.*, Case No. 2:15CV000828
Request for Information

Dear Mr. Klein:

The information provided by this letter and the attached exhibits is in response to your letter of November 26, 2018. The responses are provided to the best of my knowledge and belief. By providing this information, no waiver of the attorney client privilege is made as to any information not expressly provided by this letter or the attached exhibits. The attorney client privilege is reserved as to all other information and matters, including information that may be related to the information presented in this response. I am also using your vocabulary, and do not necessarily understand or agree that some of the entities are "Receivership Entities" because they are not and have never been Defendants over whom the court has jurisdiction.

1. Identify all entities for which you currently serve as registered agent where any of the Receivership Entities listed above is an owner, officer, director, member, manager, partner, trustee, or the owner of an interest. Your response should indicate when you began serving as registered agent for each such entity.

Response: I am the registered agent for XSun Energy, LLC, and, to the best of my knowledge, I have been the registered agent for XSun Eneregy, LLC, since the time of its formation on or about April 18, 2011. To the best of my knowledge and recollection, I have never been the registered agent for any of the other Receivership Entities.

2. Identify all entities for which you currently serve as an officer, director, member, manager, partner, trustee, or similar role where any of the Receivership Entities listed above is an owner, officer, director, member, manager, partner, trustee, or the owner of an interest. Your response should include a description of your role for each such entity and the time period during which you have performed that role.

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Response: To the best of my knowledge and recollection, I have never been an officer, director, member, manager, partner, trustee, or similar role for any of the Receivership Entities. To the best of my knowledge, I am the trustee of the LaGrand T. Johnson Family Trust and of the Randale P. Johnson Family Trust, each of which I understand to be shareholders of Black Night Enterprises, Inc., and Starlite Holdings International, Inc., and each of which I understand to have been limited partners in the N.P. Johnson Family Limited Partnership. To the best of my knowledge and recollection, I have been the trustee of the LaGrand T. Johnson Family Trust and of the Randale P. Johnson Family Trust since their formation, which, to the best of my knowledge and recollection was approximately November, 2004.

3. Provide information about any entities for which you have served in the past as a registered agent, officer, director, member, manager, partner, trustee, or similar role where any of the Receivership Entities listed above is (or has been) an owner, officer, director, member, manager, partner, trustee, or the owner of interest. Your response should identify your role for each such entity and the time period during which you performed that role.

Response: To the best of my knowledge and recollection, there are none other than as stated in response to 1 and 2 above.

4. For all instances where you or your law firm received payments from any of the Receivership Entities (with the exception of the individual defendants) for work you performed or others performed at your direction, provide:

a. A list of all payments received, including the dates of the payments, the amount of the payments, and the entity making the payments.

Response: The information requested is subject to the attorney client privilege as to each of the Receivership Entities, including particularly the Receivership Entities which are not Receivership Defendants. The request is also substantially overbroad, unduly burdensome, and not reasonably calculated to result in the discovery of information relevant to the duties of the Receiver. For example, the divorce of Defendant Neldon Johnson happened many years ago and involved substantial legal work over several years. The work required to recover the payments, dates and amounts from that matter closed many years ago would be cost-prohibitive and unlikely to be fully successful, even with our best efforts. The information requested as to Receivership Entities which are not Receivership Defendants will not be produced. The information requested as to the Receivership Defendants will not be produced at this time, pending further clarification from the Court as to the appropriate scope of these inquiries.

b. A copy of the engagement letter(s) covering all services performed for which payment was received from one or more of the entity defendants.

Response: The information requested is subject to the attorney client privilege as to each of the

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Receivership Entities, including particularly the Receivership Entities which are not Receivership Defendants. The request is also substantially overbroad, unduly burdensome, and not reasonably calculated to result in the discovery of information relevant to the duties of the Receiver. For example, the divorce of Defendant Neldon Johnson happened many years ago and involved substantial legal work over several years. The work required to recover the payments, dates and amounts from that matter closed many years ago would be cost-prohibitive and unlikely to be fully successful, even with our best efforts. The information requested as to Receivership Entities which are not Receivership Defendants will not be produced. The information requested as to the Receivership Defendants will not be produced, pending further clarification from the Court as to the appropriate scope of these inquiries.

c. A copy of all invoices sent to any of the entity defendants for services performed. The invoices should identify the dates on which work was performed, detailed descriptions of the work performed on each date, the person performing the work, and details regarding any expenses for which reimbursement was sought.

Response: The information requested is subject to the attorney client privilege as to each of the Receivership Entities, including particularly the Receivership Entities which are not Receivership Defendants. The request is also substantially overbroad, unduly burdensome, and not reasonably calculated to result in the discovery of information relevant to the duties of the Receiver. For example, the divorce of Defendant Neldon Johnson happened many years ago and involved substantial legal work over several years. The work required to recover the payments, dates and amounts from that matter closed many years ago would be cost-prohibitive and unlikely to be fully successful, even with our best efforts. The information requested as to Receivership Entities which are not Receivership Defendants will not be produced. The information requested as to the Receivership Defendants will not be produced, pending further clarification from the Court as to the appropriate scope of these inquiries.

5. Identify and provide information regarding all payments you (or your law firm) have received from any person who is not a Receivership Entity as payment for services you (or your firm) provided to a Receivership Entity (excluding Neldon Johnson and Greg Shepard).

Response: The information requested is subject to the attorney client privilege as to each of the Receivership Entities, including particularly the Receivership Entities which are not Receivership Defendants. The request is also substantially overbroad, unduly burdensome, and not reasonably calculated to result in the discovery of information relevant to the duties of the Receiver. For example, the divorce of Defendant Neldon Johnson happened many years ago and involved substantial legal work over several years. The work required to recover the payments, dates and amounts from that matter closed many years ago would be cost-prohibitive and unlikely to be fully successful, even with our best efforts. The information requested as to Receivership Entities which are not Receivership Defendants will not be produced. The information requested as to the Receivership Defendants will not be produced, pending further clarification from the Court as to the appropriate scope of these inquiries.

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6. To the extent that you serve (or have served) as a trustee for any entity that is not a receivership defendant (such as the trusts of LeGrand Johnson or Randale Johnson), please provide the following information for each entity:

a. A description of any payments of funds to the trust from any Receivership Defendant (including Neldon Johnson), including the dates, amounts, and purposes of each payment.

Response: I have no knowledge regarding the payment of any funds to either The LaGrand T. Johnson Family Trust or The Randale P. Johnson Family Trust by any Receivership Defendant.

b. Details of any real or personal property (including equipment or vehicles) transferred to the entity from any Receivership Defendant, including descriptions of the property transferred, the dates of the transfer, the value of the property, and the consideration paid to the Receivership Defendant for the property:

Response: I have no knowledge of The LaGrand T. Johnson Family Trust or The Randale P. Johnson Family Trust ever owning any assets except: (a) a respective 15% limited partnership interest each in the N.P. Johnson Family Limited Partnership which was received by each of these trusts at the time the N.P. Johnson Family Limited Partnership was created on or about November 2, 2004 (Exhibit "A") and restated on or about November 15, 2004 (Exhibit B" and Exhibit "C"); and (b) respective 1500 shares each of the outstanding 10,000 shares of Black Night Enterprises, Inc., acquired pursuant to the Partnership Asset Purchase Agreement between the N.P. Johnson Family Limited Partnership and Black Night Enterprises, Inc., (Exhibit "F") and 1500 shares each of the outstanding 10,000 shares of Starlite Holdings International, Inc., acquired pursuant to the Partnership Asset Purchase Agreement between the N.P. Johnson Family Limited Partnership and Starlite Holdings International, Inc. (Exhibit "G")

I have no knowledge of the transfer of any real or personal property from any Receivership Defendant directly to The LaGrand T. Johnson Family Trust or The Randale P. Johnson Family Trust. It is my understanding that Neldon P. Johnson transferred certain property to the N.P. Johnson Family Limited Partnership at or about the time the N.P. Johnson Family Limited Partnership was formed on November 2, 2004, which property may have included the following:

(1) Ten Million (10,000,000) Shares of Series 1 Class A Preferred Stock of International Automated Systems, Inc. (IAUS). It is my understanding that these shares had no par value per share and had voting powers in the amount of ten (10) votes for each share, in person or by proxy, voting with the common stock on all matters; the shares were not to be subject to redemption; the shares were not to have any preferential rights upon dissolution or distribution; the shares were not to have any rights of or to dividends; and the shares were not be convertible into common stock of IAUS.

(2) Option to Purchase 100,000,000 restricted shares of the common stock of IAUS.

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It is my understanding that the terms of the Option to Purchase are set forth in the "Warrant Agreement" assigned to NP Johnson Family LPS. (Exhibit "H")(See Also Exhibit "H1" and Exhibit "H2")

It is my understanding that certain real property located in Howard County, State of Texas (the "Texas Property") which is described in the Warranty Deed attached as Exhibit "I", was acquired by the NP Johnson Family LPS on or about March 10, 2006. It is my understanding that the Texas Property was acquired subject to a Trust Deed (Exhibit "J") in an amount which was approximately equal to the value of the Texas Property at the time it was acquired by the N.P. Johnson Family Limited Partnership.

It is my understanding that following the formation of the NP Johnson Family LPS, Neldon P. Johnson thereafter assigned certain inventions invented by him and related U.S. and foreign patent rights and patent applications to the N.P. Johnson Family Limited Partnership, which assignments are a matter of public record with the U.S. Patent and Trademark Office. It is my understanding that each of the patent rights and patent applications was assigned to the N.P. Johnson Family Limited Partnership at or about the time the respective original patent application was filed with the U.S. Patent and Trademark Office for the respective invention. (Exhibit "K") The N.P. Johnson Family Limited Partnership is identified as the Assignee on patents that were subsequently issued on those applications. (Exhibit "K") It is my understanding that no further assignments by Neldon P. Johnson of inventions, patent rights or patent applications to N.P. Johnson Family Limited Partnership occurred after the execution of the Partnership Asset Purchase Agreement between N.P. Johnson Family Limited Partnership and Black Night Enterprises, Inc., and the execution of the Partnership Asset Purchase Agreement between N.P. Johnson Family Limited Partnership and Starlite Holdings International, Inc., on or about October 23, 2012.

It is my understanding that, following October 23, 2012, Neldon P. Johnson thereafter assigned certain inventions invented by him and related U.S. and foreign patent rights and patent applications to Black Night Enterprises, Inc., which assignments are a matter of public record with the U.S. Patent and Trademark Office. It is my understanding that each of the patent rights and patent applications was assigned to Black Night Enterprises, Inc., at or about the time the respective original patent application was filed with the U.S. Patent and Trademark Office for the respective invention. (Exhibit "L") Black Night Enterprises, Inc., is identified as the Assignee on patents that were subsequently issued on those applications. (Exhibit "L")

7. Indicate whether you represent LaGrand Johnson or Randale Johnson for purposes of inquiries I might make of them. If so, please indicate whether I should send inquiries to you or to them.

Response: I presently represent LaGrand Johnson and Randale Johnson in regard to The LaGrand T. Johnson Family Trust and The Randale P. Johnson Family Trust.

8. Identify all trustees of The LaGrand T. Johnson Family Trust ("LaGrand Family Trust") and The Randale P. Johnson Family Trust ("Randale Family Trust");

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Response: To the best of my knowledge, I am the trustee of each of these trusts.

9. Indicate the extent to which LaGrand Family Trust and Randale Family Trust own interests in the N.P. Johnson Family Limited Partnership and the form of that ownership interest.

Response: See Response to 6.b. above.

10. In an amended declaration filed by Neldon Johnson on November 16, 2018 in the United States v. RaPower-3 matter, Neldon Johnson asserts that he sold his 20% interest in the N.P. Johnson Family Limited Partnership to Roger Hamblin on January 14, 2011. Based on my research of land records of Howard County, Texas, the N.P. Johnson Family Limited Partnership is title holder of two properties in Howard County, Texas. According to the website of the Utah Division of Corporations, the status of the N.P. Johnson Family Limited Partnership expired on March 3, 2015. Accordingly, as trustee of LaGrand Family Trust and Randale Family Trust:

a. Indicate what interest the LaGrand Family Trust and the Randale Family Trust claim in the N.P. Johnson Family Limited Partnership.

Response: To the best of my knowledge, each of these trusts owns a respective 15% limited partnership interest in the N.P. Johnson Family Limited Partnership which was received by each of these trusts at the time the N.P. Johnson Family Limited Partnership was created on or about November 2, 2004 (Exhibit "A") and restated on or about November 15, 2004 (Exhibit B"). I have no knowledge of the N.P. Johnson Family Limited Partnership being dissolved.

b. Describe and provide documents showing when these trusts acquired interests in the N.P. Johnson Family Limited Partnership, the amount of consideration the trusts paid for those interests, and to whom the consideration was paid.

Response: See attached Exhibit "A", Exhibit "B" and Exhibit "C".

c. Indicate whether the LaGrand Family Trust and the Randale Family Trust assert that the N.P. Johnson Family Limited Partnership is still in existence.

Response: My understanding is that the LaGrand Family Trust and the Randale Family Trust assert that the N.P. Johnson Family Limited Partnership is still in existence.

d. Explain what direct or indirect interest the LaGrand Family Trust and the Randale Family Trust currently claim in the two real properties located in Howard County, Texas which are titled in the name of N.P. Johnson Family Limited Partnership.

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Response: My understanding is that a 50% undivided interest in the Texas Property was sold from the N.P. Johnson Family Limited Partnership to Black Night Enterprises, Inc., by the Partnership Asset Purchase Agreement between N.P. Johnson Family Limited Partnership and Black Night Enterprises, Inc., executed on or about October 23, 2012, (Exhibit "F") and that a 50% undivided interest in the Texas Property was sold from the N.P. Johnson Family Limited Partnership to Starlite Holdings International, Inc., by the Partnership Asset Purchase Agreement between N.P. Johnson Family Limited Partnership and Starlite Holdings International, Inc., executed on or about October 23, 2012 (Exhibit "G"), and that those agreements required the execution and delivery of deeds for the transfer of those property interests. It appears that deeds evidencing those transfers in the land records of Howard County, Texas, were never recorded, due to an inadvertence of the parties. If the foregoing agreements were deemed not to have transferred title to the Texas Property, then the N.P. Johnson Family Limited Partnership would still be the owner, but would have a contractual obligation to deed the Texas Property to Black Night Enterprises, Inc., and Starlite Holdings International, Inc., as stated above.

e. Indicate whether the LaGrand Family Trust and the Randale Family Trust believe the N.P. Johnson Family Limited Partnership should not remain part of the Receivership Estate in this matter. If they believe the N.P. Johnson Family Limited Partnership should not remain in the Receivership Estate, explain the reasons for their belief.

Response: It is my understanding that most of the assets formerly held by the N.P. Johnson Family Limited Partnership were transferred to the N.P. Johnson Family Limited Partnership at or about the time of the formation of the partnership on November 2, 2004. The Texas Property were acquired by the partnership on March 10, 2006. Any and all of the remaining assets of the N.P. Johnson Family Limited Partnership were obtained on or before October 23, 2012. The respective 15% limited partnership interests of the LaGrand T. Johnson Family Trust and the Randale P. Johnson Family Trust in the N.P. Johnson Family Limited Partnership were obtained on November 2, 2004. Neldon Johnson sold his 20% interest in the N.P. Johnson Family Limited Partnership to Roger Hamblin on January 14, 2011. (Exhibit "D") Neldon Johnson also sold his interest in DCL-16A, Inc., to Roger Hamblin on January 14, 2011. (Exhibit "E") DCL-16A, Inc. is a Utah Corporation which is the owner of a 20% interest in the N.P. Johnson Family Limited Partnership. (Exhibit "C") It is my understanding that none of the Receivership Defendants except Neldon Johnson has ever had any interest in the N.P. Johnson Family Limited Partnership and that Neldon Johnson sold his interest on January 14, 2011. There appears to be no basis for inclusion of the N.P. Johnson Family Limited Partnership in the Receivership Estate.

f. Describe any other assets or property that currently are in the Receivership Estate in which LeGrand Family Trust or Randale Family Trust claims an interest. If any interest is claimed, explain the basis for the claim.

Response: My understanding is that certain assets of the N.P. Johnson Family Limited Partnership were sold by the N.P. Johnson Family Limited Partnership to Black Night Enterprises, Inc., by the Partnership Asset Purchase Agreement between N.P. Johnson Family Limited Partnership and Black

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Night Enterprises, Inc., on or about October 23, 2012, (Exhibit "F"), the sold assets being identified in Exhibit "F". It is my further understanding that certain assets of the N.P. Johnson Family Limited Partnership were sold by the N.P. Johnson Family Limited Partnership to Starlite Holdings International, Inc., by the Partnership Asset Purchase Agreement between N.P. Johnson Family Limited Partnership and Starlite Holdings International, Inc., on or about October 23, 2012. (Exhibit "G"), the sold assets being identified in Exhibit "G". In exchange for the sale of assets, the LaGrand T. Johnson Family Trust and the Randle P. Johnson Family Trust each received a respective 1500 shares each of the outstanding 10,000 shares in Black Night Enterprises, Inc., (Exhibit "F"), i.e. a 15% interest, and 1500 shares each of the outstanding 10,000 shares of Starlite Holdings International, Inc., (Exhibit "G"), i.e. a 15% interest. The other partners of the N.P. Johnson Family Limited Partnership likewise received shares in each of Black Night Enterprises, Inc., and Starlite Holdings International, Inc., which equaled their percentage interest in the N.P. Johnson Family Limited Partnership. Subsequent to October 23, 2012, it is my understanding that Starlite Holdings International, Inc., has acquired no further assets, and the only additional assets acquired by Black Night Enterprises, Inc., are assignments by Neldon P. Johnson of new inventions invented by him since that date and patent rights related to those new inventions. (Exhibit "L") The filing dates and dates of the assignments of the patent rights are a matter of public record with the USPTO. (Exhibit "L")

If you have any questions regarding the foregoing, please feel free to contact me. We appreciate your cooperation.

Sincerely,

NELSON SNUFFER DAHLE & POULSEN, P.C.

J. David Nelson

J. David Nelson

Encl.