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Attorneys for R. Gregory Shepard and specially appearing for Diana C. Shepard and the Diana C. Shepard Revocable Trust, dated May 5, 1998.

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF UTAH, CENTRAL DIVISION

<p>UNITED STATES OF AMERICA,</p> <p>Plaintiff,</p> <p>vs.</p> <p>RAPOWER-3, LLC, INTERNATIONAL AUTOMATED SYSTEMS, INC., LTBI, LLC, R. GREGORY SHEPARD, and NELDON JOHNSON,</p> <p>Defendants.</p>	<p>Civil No. 2:15-cv-00828-DN-EJF</p> <p>DECLARATION OF DIANA C. SHEPARD</p> <p>Judge David Nuffer</p>
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Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. My name is Diana C. Shepard and I make this declaration under oath and based on my personal knowledge.
2. I am not a party to this case, but make this affidavit in opposition to the receiver, Wayne Klein's motion to force the sale of my home as an asset of my husband, R. Gregory Shepard.
3. I am the Trustee of a trust that was formed in 1998 entitled the Diana C. Shepard Revocable Trust (hereafter referred to as the "Trust").

4. The Trust was formed for the benefit of Grantor [Diana C. Shepard] and Grantor's spouse and Grantor's children thereafter."
5. We bought the residence on Clover Meadow Drive in about 1986. My family has continuously lived in the house ever since.
6. When the Trust was formed and funded in 1998, I conveyed 100% ownership of the home into the Trust. Prior to that, Greg Shepard has given me a quit-claim deed to convey any interest he might have claimed on his own. Full and adequate consideration for the 1998 quit-claim deed was given by Mr. Shepard to me.
7. The establishment of the Trust in 1998 was done for estate planning purposes and not to avoid creditors and certainly not to avoid the claims asserted in this action.
8. Greg Shepard is not a grantor of the Trust or a settlor of the Trust.
9. Greg Shepard is not a trustee of the Trust and has not powers to revoke or amend the Trust.
10. Greg Shepard is not an owner of the home that is owned by the Trust and more than my son, Matt Shepard or my 96-year-old mother who also live in the house. Living in the house does not make them owners of the house or the Trust.
11. At the time the Trust was formed, my husband and I hardly knew Neldon Johnson and we were not involved in any business dealings with him whatsoever.
12. In 2007, a loan of \$250,000 was taken out by my husband and I, and the home was used as security for the loan. Both Greg and I were borrowers on the loan.
13. All payments on the 2007 loan were made from income separate and distinct from RaPower. During the term of the 2007 loan, payments were made on the loan from Greg's and my social security income, Greg's employment and ownership of Bigger Faster Stronger, and from Greg's teaching and coaching.

14. The 2007 loan matured in 2017 and we would have had to pay an extra \$1000 per month to stay with the same lender, so we found a better interest rate and loan and borrowed \$315,000 to pay off the 2007 loan and other personal expenses.
15. Both my husband and I were borrowers on the 2017 loan.
16. The lender required that we personally sign the loan documents and that we provide a trust deed against the home. Since it was in the Trust, the lender and title company required us to temporarily take the property out of the Trust as part of the closing, then immediately after closing the lender consented that the home be put back into the Trust as always intended.
17. All payments on the 2017 loan were made from income separate and distinct from RaPower or Shepard Global. During the term of the 2017 loan, payments were made on the loan from our social security income; Mr. Shepard's employment and ownership of Bigger Faster Stronger, and from Mr. Shepard's teaching and coaching. Some payments on the current loan were made with borrowed funds or charges to credit cards because of the Court's asset freeze order and restriction of funds by the Court.
18. We were not "insolvent" in 2017 when we refinanced the loan secured by the home, otherwise we would not have qualified for a loan of \$315,000.
19. The 2017 loan transaction was not done to defraud creditors or the court.
20. My husband and I believe in Neldon Johnson's technology. We believe in bringing clean affordable renewable energy to our state and nation and do some good in the world. So far, it appears no one else has been able to make renewable energy affordable.

21. We have invested almost everything we had in furthering Neldon Johnson's technology. We still believe Neldon's technology can prove to be economically viable in spite of tremendous odds.
22. I am a very honest person and I would never, ever be married to a crook or someone who perpetrated a fraud. If Greg Shepard were guilty of fraud, I would have divorced him immediately, but I know he is innocent. I will die knowing he is not guilty.
23. Also, I would never allow my son, Matthew Shepard, to become involved in RaPower3 if his role involved fraud. I would not want him to be hurt by all of this.
24. For many months I have wanted to speak from my heart. I believe my husband is an honest man. He would not do what he been accused of doing. He was honest in coaching (Deseret News Football Coach of the Year in 1976) (Lifetime Achievement Award by the National Football League). He was honest in our Bigger Faster Stronger business for thirty years and he is still honest.
25. The Receiver should not be allowed under any circumstances to take my home away from me and displace four generations of my family.

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

DATED this 18th day of November, 2019.

/s/ Diana C. Shepard (authorized signature by email)
Diana C. Shepard

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed using the court's CM/ECF filing system and that system sent notice of filing to all counsel and parties of record.

In addition, the foregoing was mailed or emailed as indicated to the following who are not registered with CM/ECF.

/s/ Steven R. Paul
*Attorneys for R. Gregory Shepard and specially appearing for
Diana C. Shepard and the Diana C. Shepard Revocable Trust,
dated May 5, 1998.*