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

<p>UNITED STATES OF AMERICA,</p> <p>Plaintiff,</p> <p>vs.</p> <p>RAPOWER-3, LLC, INTERNATIONAL AUTOMATED SYSTEMS, INC., LTB1, LLC, R. GREGORY SHEPARD, NELDON JOHNSON, and ROGER FREEBORN,</p> <p>Defendants.</p>	<p>Civil No. 2:15-cv-00828 DN</p> <p><b>RESPONDENTS GLENDA JOHNSON, LAGRAND JOHNSON AND RANDALE JOHNSON'S RESPONSE TO THE GOVERNMENT'S STATEMENT OF ISSUES FOR FEBRUARY 25, 2020 CONTEMPT HEARING</b></p> <p>Judge David Nuffer</p>
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Pursuant to paragraph 5 of the Court's Order Re: Issues for Show-Cause Hearing, dated February 19, 2020, the parties jointly submit the following statement on the status of the issues to be heard:

- a. **Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson's failure to obtain documents held by third parties, or to provide a declaration identifying documents they once had access to, their location, and efforts made to obtain them (as required by paragraph 24 of the Corrected Receivership Order):**

**[DISPUTED]**

Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson did not comply with ¶ 24 of the Corrected Receivership Order. Since the date of the CRO, this Court has entered additional orders that they comply by May 17, 2019, July 8, 2019 (extended for Neldon Johnson until August 2, 2019), and December 5 & 6, 2019 with this provision of the CRO (in addition to the CRO itself).<sup>1</sup> The Johnsons do not dispute that they had notice of both the CRO and the Affiliates Order.

The Johnsons have not provided documents to the Receiver, both 1) documents within their own possession and 2) documents held by third parties. Further, each of the Johnsons have not provided a declaration identifying documents they once had access to, the location of those documents, and efforts made to obtain them.

**Respondents Glenda Johnson, LaGrand Johnson and Randale Johnson have produced all documents in their possession "of or relating to" the Receivership Entities and the Affiliated Entities. They testified in the prior**

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<sup>1</sup> *E.g.*, ECF No. 634 (minute order); ECF No. 636; ECF No. 676; ECF No. 701 at 25-29; ECF No. 725; ECF No. 803.

proceedings that they are unaware of any other documents that could be produced in response to the Court's orders, including the subsequent orders relating to contempt. They have provided information as to third parties who may have documents "of or relating to" the Receivership Entities and the Affiliated Entities and have explained the efforts undertaken to recover any such documents, which may include no efforts. As these Respondents understand the obligation under ¶ 24 is to explain what efforts were undertaken, not to necessarily obtain the records by all or any means. Furthermore, if the Court finds that these Respondents are in ongoing contempt for the failure to comply with ¶ 24, then these Respondents request that the Court clarify specifically what is required to purge any such contempt.

**i. Neldon Johnson: [DISPUTED / UNDISPUTED].**

After the May 17, 2019 deadline for compliance, Neldon Johnson filed with the Court a partial copy of a handwritten January 18, 2013 contract that he signed on behalf of Solstice, by which Solstice was to pay Glenda Johnson \$35,000,000 for 200 towers to be constructed. Neldon Johnson had not previously produced this partial copy to the Receiver.<sup>2</sup> He submitted the contract in support of his argument to the Court that "Glenda Johnson is owed a total of \$35,000,000, plus a 10% markup."<sup>3</sup>

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<sup>2</sup> ECF 684-2, 684-3.

<sup>3</sup> ECF No. 684 ¶ 4.

The Court separately ordered Neldon Johnson to file a document with the Court, no later than noon December 1, 2019, specifying the scope of the QuickBooks records referenced in his compliance declaration.<sup>4</sup> He did not comply with that order.

Neldon Johnson provided no additional documents by the December 5, 2019 deadline set by the Court. The United States and the Receiver state that the testimony they will present to the Court on February 25, 2020<sup>5</sup> relates to this aspect of Neldon Johnson's failure to comply with ¶ 24 of the CRO. The United States may call up to three witnesses to present this evidence: Neldon Johnson, Millard County Deputy Sheriff Brandon Loe, and Wayne Klein.

Neldon Johnson did not identify efforts he made to recover documents held by third parties.<sup>6</sup>

**ii. Glenda Johnson: [DISPUTED]**

Glenda Johnson did not produce documents responsive to ¶ 24, as applicable to the Affiliated Entities, that were within her possession. On October 11, 2019, after the May 17, 2019 deadline for compliance, Glenda Johnson filed with the Court a three-page copy of the handwritten Solstice contract identified above in subparagraph i.<sup>7</sup> The three-page copy of the handwritten Solstice contract had not been produced to the Receiver, yet Glenda Johnson filed it

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<sup>4</sup> ECF No. 803 ¶ 6.

<sup>5</sup> ECF No. 858 ¶ 3.

<sup>6</sup> ECF No. 803 ¶ 2.

<sup>7</sup> ECF No. 784-1, filed October 11, 2019. The Solstice contract was marked in the January 23, 2020 deposition of Glenda Johnson as Receiver Ex. 2154.

to support her assertion that she is owed \$35 million by Solstice, and all amounts she has received from Receivership Entities are part payment of the \$35 million owed to her.<sup>8</sup>

Also, in October 2019, Glenda Johnson received documents from a pipeline company requesting that the N.P. Johnson Family Limited Partnership (“NPJFLP”) grant an easement over real property in Texas.<sup>9</sup> Glenda Johnson did not deliver documents to the Receiver relating to this easement request or the documents signed by LaGrand and Randale Johnson granting the easement, as required by ¶ 24 of the CRO and ¶ 9 of the Affiliates Order.<sup>10</sup> Instead, she assisted LaGrand and Randale Johnson in signing and returning the signed the documents purporting to grant an easement on behalf of the NPJFLP.

On December 5, 2019, Glenda Johnson produced to the Receiver responsive documents that had not been produced before. These included documents showing contracts with and lens sales by XSun and Solco I.<sup>11</sup>

Glenda Johnson made no efforts to identify or recover documents held by third parties, and did not disclose by December 5, 2019 what efforts she had made to recover documents.

**Mrs. Johnson has cooperated fully with the Receiver in the production of all documents in her possession. Mrs. Johnson understood that the documents complained of by the Government or by the Receiver in these proceedings were produced as soon as those documents were located. Mrs. Johnson recalls**

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<sup>8</sup> ECF No. 784-1.

<sup>9</sup> Because of the Affiliates Order, entered May 3, 2019, the NPJFLP and its assets, including the real property in Texas, are Receivership Property.

<sup>10</sup> R. Ex. 2141.

<sup>11</sup> R. Ex. 2155-2158.

testifying as to the contract during her deposition with the Receiver and undertaking efforts to find the agreement. She believed it was in the boxes of documents produced to the Receiver. Mrs. Johnson has done her very best to be responsive to the Receiver's requests and to be on the constant look-out for documents that may have been newly located. At this time, Mrs. Johnson is not aware of any documents that have not been produced to the Receiver. Furthermore, the December 5, 2019 documents that were produced were taken exclusively from documents that had been provided to the Receiver, Bates' numbered by the Receiver and then produced as a precautionary measure because of the court's language in its order that any documents not produced by the December 5 deadline would be inadmissible in any subsequent proceeding. If the Government is referring to Exhibits 2156 and 2157, then the proof they were produced are on the face of the documents: they carry the Receiver's Bates' numbering (BOX 10-000139) or the Bate's numbering from the production of the documents in the underlying proceedings (SOLCO1 1001).

Lastly, the October 2019 events relating to the easement agreement over Texas property was never previously raised as contemptuous activity and should not be part of these proceedings. The fact that the Receiver has taken over that matter demonstrates the issue is moot and should not take more of the court's time.

**iii. LaGrand Johnson: [DISPUTED]**

LaGrand Johnson did not produce emails and other documents responsive to ¶ 24, as applicable to the Affiliated Entities, that were within his possession. He did not deliver to the Receiver documents, described in subparagraph ii above, that he signed on October 31, 2019, granting an easement on the Texas property titled in the name of NPJFLP.<sup>12</sup>

On November 4, 2019, LaGrand Johnson renewed the corporate status of IAS. He received document from the Utah Division of Corporations about renewing IAS's corporate status. He did not provide that document to the Receiver. Instead, he renewed the corporate charter, claiming to have authority to act for IAS.<sup>13</sup>

On December 5, 2019, LaGrand Johnson produced to the Receiver responsive documents that had not been produced before. These included a list of credit card charges apparently reimbursed (or paid for) by Receivership Entities.

LaGrand Johnson made almost no effort to identify or recover documents held by third parties, and did not disclose by December 5, 2019 what efforts he had made to recover documents.

**LaGrand Johnson's emails have never been part of the Government's claim of contempt until this document was filed. Mr. Johnson's emails were never requested and to require their production at this point seems irrelevant and unnecessarily burdensome. Mr. Johnson has stated under oath that he does not have any documents "of or relating to" the Receivership Defendants or the**

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<sup>12</sup> R. Ex. 2141.

<sup>13</sup> R. Ex. 2151.

**Affiliated Entities in his possession or control and has informed the Receiver of any third-parties he is aware of that may have documents and has informed the Receiver of his efforts to obtain those documents, which may include nothing on his part. See, Second Declaration of LaGrand Johnson [ECF 715]. The October and November, 2019, events are not part of this contempt motion and have been resolved with the Receiver. Those issues are moot and should not take up more of the court's time. The December 5, 2019, documents that were produced were not required under ¶ 24 as they were not responsive to the request to Mr. Johnson, but were produced as a precautionary measure because of the court's language in its order that any documents not produced by the December 5 deadline would be inadmissible in any subsequent proceeding.**

**iv. Randale Johnson: [DISPUTED]**

Randale Johnson did not produce documents responsive to ¶ 24, as applicable to the Affiliated Entities, that were within his possession. He did not deliver to the Receiver documents, described in subparagraph ii above, that he signed on October 31, 2019, granting an easement on the Texas property titled in the name of NPJFLP.<sup>14</sup>

Randale Johnson made no efforts to identify or recover documents held by third parties, and did not disclose by December 5, 2019 what efforts he had made to recover documents.

**Randale Johnson does not have any documents “of or relating to” the Receivership Defendants or the Affiliated Entities in his possession or control and**

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<sup>14</sup> R. Ex. 2141.

**has informed the Receiver of any third-parties he is aware of that may have documents and has informed the Receiver of his efforts to obtain those documents, which may include nothing on his part. See, Second Declaration of Randale Johnson [ECF 716]. Mr. Johnson has disclosed his efforts to obtain documents from third-parties. No particular efforts were required by ¶ 24. Lastly, the October, 2019, events are not part of this contempt motion and have been resolved with the Receiver. Those issues are moot and should not take up more of the court's time.**

**b. Neldon Johnson's failure to provide a financial statement setting forth the identity, value, and location of all assets of each Receivership Defendant (as required by paragraph 25(g) of the Corrected Receivership Order): [DISPUTED / UNDISPUTED]**

Neldon Johnson has not provided a financial statement setting forth the identity, value, and location of all assets of each Receivership Defendant (as required by paragraph 25(g) of the Corrected Receivership Order). In his August 2, 2019 declaration, Neldon Johnson claimed he was unable to provide such a financial statement, asserting that he was unaware of any financial statement for any Receivership Defendant, Receivership Entity, or Affiliated Entity and that he did not “have and [was] not aware of such information as would enable [him] to prepare or provide [such] a financial statement.”<sup>15</sup>

Neldon Johnson did attach to his declaration a document labeled “Assets at Delta, Utah Property.”<sup>16</sup> This “asset” list identifies two categories of assets: “Property owned by Glenda” and

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<sup>15</sup> ECF 738, filed August 2, 2019.

<sup>16</sup> ECF 738-2, filed August 2, 2019. An identical document is at ECF 738-3.

“Property owned by Glenda and used for Receivership Defendant.” While the asset list does specifically identify certain vehicles, tools, and equipment, Neldon Johnson asserts that these assets all belong to Glenda Johnson.

In his January 23, 2020 deposition, Neldon Johnson disclosed the existence of four or five storage units that had not previously been disclosed.<sup>17</sup>

Through the Receiver’s work – rather than through a disclosure by Neldon Johnson – the Receiver discovered that Neldon Johnson funneled more than \$2 million from IAS to Robert Johnson during trial in this matter. Then *after* the asset freeze was entered, Neldon Johnson directed Robert Johnson to give him \$500,000 of the \$2 million from IAS. Neldon Johnson delivered that \$500,000 to Wisdom Farms to create a turbine prototype. Because IAS money was used to create this equipment, it is Receivership Property. Neldon Johnson had input on the creation of the turbine prototype created by Wisdom Farms after entry of the CRO. Neldon Johnson took possession of the prototype on August 13, 2019 and maintains possession of the prototype (which is now located on property owned by Glenda Johnson in Payson, Utah). Neldon Johnson did not disclose information about the creation or location of the prototype before his January 23, 2020, deposition.

- c. **Neldon Johnson’s failure to provide an accounting with documentation regarding all expenditures of more than \$1,000 (as required by paragraph 26 (introductory text) and 26(g) of the Corrected Receivership Order): [DISPUTED /**

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<sup>17</sup> The Receiver does not know if these storage units are the same as the three containers identified in ECF 738-2, which, in any event, he identified as belonging to Glenda Johnson.

**UNDISPUTED].**

Neldon Johnson did not provide an accounting with complete documentation regarding all expenditures of more than \$1,000 (as required by paragraph 26 (introductory text) and 26(g) of the Corrected Receivership Order) covering the period from January 1, 2005, to the present. Neldon Johnson's August 2, 2019, declaration included a 48-page exhibit purporting to identify all expenditures greater than \$1,000 subsequent to June 26, 2012.<sup>18</sup> The exhibit lists the date, check number, and amount of each expenditure, but only identifies a limited number of recipients of those funds. The exhibit provides only occasional explanations as to the purposes of the payments. No other documentation of those transactions was provided.

**d. Neldon Johnson's failure to fully disclose all vehicles titled in the names of Receivership Defendants, or purchased with Receivership Defendants' funds (as required by paragraph 25(g) of the Corrected Receivership Order): [DISPUTED / UNDISPUTED].**

Until December 13, 2019, Neldon Johnson failed to fully disclose all vehicles titled in the names of Receivership Defendants, or purchased with Receivership Defendants' funds (as required by paragraph 25(g) of the Corrected Receivership Order). The Receiver obtained information about such vehicles through his own research into DMV records. Counsel for Neldon Johnson cooperated fully with the Receiver on December 13, 2019 in identifying vehicles in the possession of Neldon or Glenda Johnson or listed on DMV records as belonging to Neldon Johnson. Neldon Johnson's counsel also identified to the Receiver vehicles (previously unknown to the Receiver), purportedly belong to Glenda Johnson. Receiver's Exhibit 2162 is the result of this collaborative effort.

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<sup>18</sup> ECF 738-25, filed August 2, 2019.

At his January 23, 2020 deposition, Neldon Johnson testified that despite DMV records showing that he owns 18 of these vehicles, he does not own those vehicles. He testified that all those vehicles belong to Glenda Johnson and that he had transferred ownership of those vehicles to Glenda Johnson. Glenda Johnson claims ownership of 18 vehicles that appear to be titled in her name. At her January 23, 2020, deposition, she testified that each of these vehicles, with one possible exception, were purchased with Receivership funds.<sup>19</sup>

Neldon Johnson failed to disclose the disposition of seven vehicles that DMV records show as titled in his name, but which he claims he no longer possesses.

**e. Neldon Johnson and Glenda Johnson's failure to turn over to the Receiver any of the vehicles mentioned in subparagraph 5.d, supra (as required by paragraphs 16 and 17 of the Corrected Receivership Order): [DISPUTED].**

Neldon Johnson and Glenda Johnson have not turned over to the Receiver any of the vehicles mentioned in paragraph d., supra (as required by paragraphs 16 and 17 of the Corrected Receivership Order).

**Mrs. Johnson does not have control over the vehicles referenced herein, nor does she have the ability to turn those vehicles over to the Receiver. It is Mrs. Johnson's understanding that the Receiver is aware of the status of each of the vehicles at issue by these actions and of her willingness to cooperate with the Receiver in any regard.**

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<sup>19</sup> For the "possible exception," the Receiver previously obtained documents from the dealer from whom the 2014 Chrysler Town and County was leased showing that Receivership funds were used for the lease down payment and found that subsequent lease payments were paid by Receivership Entities. Neldon Johnson confirmed this in his August 2, 2019 declaration. ECF 738 at p. 17 (¶ (6)(c)).

**f. Neldon Johnson’s failure to account for all funds received by the Receivership Defendants related to conduct alleged in the Complaint (as required by paragraph 26 (introductory text) and 26(f) of the Corrected Receivership Order): [DISPUTED / UNDISPUTED].**

Neldon Johnson failed to account for all funds received by the Receivership Defendants related to conduct alleged in the Complaint (as required by paragraph 26 (introductory text) and 26(f) of the Corrected Receivership Order). In his August 2, 2019 declaration, he excused his failure to provide that accounting by stating that QuickBooks records on Glenda Johnson’s computer “are the primary record that reflects the purchases of solar lenses, commissions, . . . all purchases and sales, and all related banking transactions . . . .”<sup>20</sup> He further asserted that “Glenda Johnson created and maintained those records and is th[e] only person I am aware of that can provide any further explanation as to any matters in those records.”<sup>21</sup>

The Receiver had the contents of the laptop of Glenda Johnson imaged and the contents downloaded onto a flash drive on May 23, 2019. Copies of that flash drive were delivered to counsel for both Glenda Johnson and Neldon Johnson on or around May 23, 2019 – more than two months before Neldon Johnson submitted his August 2, 2019 declaration.

The January 23, 2020 deposition of Randale Johnson revealed that Randale Johnson paid \$361,000 to Neldon Johnson between January 9, 2007 and February 5, 2008. Randale Johnson paid an additional \$460,000 to IAS between February 26, 2007 and September 8, 2010.<sup>22</sup> These funds derived from IAS stock that Randale Johnson sold. Neldon Johnson provided no accounting for the receipt of these funds, although documents about these payments were in the

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<sup>20</sup> ECF 738, filed August 2, 2019 at 23.

<sup>21</sup> *Id.*

<sup>22</sup> A summary of these payments is at R. Ex. 2145.

possession of his son, Randale Johnson, and were delivered to the Receiver on December 5, 2019.

LaGrand Johnson testified in his deposition that he paid \$1,144,000 to IAS between August 17, 2006 and October 5, 2010.<sup>23</sup> This money represented proceeds from IAS stock that LaGrand Johnson sold. Neldon Johnson provided no accounting for the receipt of these funds, although documents about these payments were in possession of his son, LaGrand Johnson, and the documents were delivered to the Receiver on April 29, 2019.

The Receiver's analysis of documents among the 31 boxes delivered to the Receiver in May 2019, documents from Pacific Stock Transfer Company,<sup>24</sup> and other documents obtained by the Receiver, shows that Neldon Johnson received at least \$479,000 from proceeds of stock sales between 2007 and 2009.

Neldon Johnson provided no information to the Receiver about the proceeds he earned from his personal sales of stock, proceeds paid to him from Randale Johnson's sale of stock, or amounts paid to IAS from sales of stock by Randale Johnson or LaGrand Johnson. Nor has he identified those as sources of funds for himself and IAS. The Receiver is left to speculate whether the proceeds paid directly to Neldon Johnson might have been used to purchase assets that have not been turned over to the Receiver or are deposited in bank accounts that have not been identified to the Receiver.<sup>25</sup>

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<sup>23</sup> R. 2152.

<sup>25</sup> This is of special concern in light of the multiple companies created in the country of Nevis. This concern is heightened by the Receiver's analysis of IAS original documents produced by Gary Peterson (Peregrine Accounting and Consulting) in January 2020 (in response to a third-party subpoena to Peterson and not through any efforts by

(continued...)

**g. Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson's failure to pay attorney fees and costs to the government and the Receiver (as required by the civil contempt order and related orders): [DISPUTED].**

Neldon Johnson, Glenda Johnson, LaGrand Johnson, and Randale Johnson failed to pay attorney's fees and costs to the government and the Receiver (as required by the civil contempt order and related orders). None of the Johnsons have paid any amounts awarded to the United States and the Receiver as a result of contempt findings. The depositions taken on January 23, 2020 revealed that non-Receivership funds are available for payment of the fees award. LaGrand Johnson testified that he earns funds from the practice of medicine.

**Glenda Johnson believes the Receiver has funds belonging to her that he refuses to pay to her or apply to claims such as this. The amount held by the Receiver that belong to Mrs. Johnson exceed the amount awarded as part of the contempt award. Mrs. Johnson sent an email to Mr. Klein demanding funds belonging to her.**

**h. Identifying any other allegedly contumacious actions or inactions addressed in the motion for additional sanctions or the status report, and their disputed or undisputed character.**

**i. Neldon Johnson: [DISPUTED / UNDISPUTED].**

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the Johnsons), documents from Pacific Stock Transfer, and other documents produced in this matter. These documents contain information from outside the lookback period in ¶ 26. But they reveal that between May 29, 1996 and January 15, 1999 Brenda Johnson (Neldon Johnson's daughter) deposited \$1,342,428.95 into IAS bank accounts. Notations on deposits slips indicate these funds were proceeds from sales of IAS stock by Brenda Johnson. Between February 5, 1997 and October 24, 1997, Reiko Johnson (the wife of LaGrand Johnson) deposited \$504,500 into IAS bank accounts. The Receiver believes these were proceeds from sales of IAS stock by Reiko Johnson. Further, Neldon Johnson received millions of dollars in proceed from personal sales of his stock. This includes at least \$2 million in proceeds from IAS stock that Neldon Johnson sold between 1988 and 1998. Neldon Johnson's personal brokerage account records show that in 1995 and 1996, he netted at least \$899,479.70 from sales of his personal stock. The Receiver has thus far only found records showing stock sales during the periods identified in this status report. The Receiver believes Neldon Johnson sold stock during other time periods for which no trading records have been found.

As described above in paragraph b., Neldon Johnson retrieved \$500,000 that he had IAS pay to Robert Johnson and gave the money to Wisdom Farms. Neldon Johnson then took possession of the prototype.

**ii. Glenda Johnson: [DISPUTED].**

On December 19, 2019, Glenda Johnson filed a “Notice of Lien” on real properties in Millard County, Utah that are titled in her name but are subject to the asset freeze under the CRO.<sup>26</sup> Her admitted purpose in filing the lien was to hinder the Receivership. She granted the lien to a Nevis-based company called Anstram Energy. The manager of Anstram Energy is Preston Olson, a Salt Lake City attorney.<sup>27</sup> The lien filing recites that Glenda Johnson assigned all of her contract rights and obligations involving the Millard County properties to Anstram. Glenda Johnson testified that she knows little information about Anstram Energy.<sup>28</sup>

Glenda Johnson testified that the verbal, not written, agreement calls for Anstram Energy to provide \$30 million worth of energy products in the future. Glenda Johnson could not identify what those energy products were or Anstram Energy’s ability to perform on their oral agreement. There are no invoices for work performed or product to be delivered.<sup>29</sup> Glenda Johnson testified

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<sup>26</sup> R. Ex. 2160.

<sup>27</sup> Olson testified at trial in this matter and is the petitioner in a case pending before the U.S. Tax Court. Docket No. 26469-14 and 21247-16. *See* ECF 837, filed January 15, 2020; deposition of Glenda Johnson, Jan. 23, 2020, 162:2 – 162:12.

<sup>28</sup> *Id.* 156:25 – 157-8.

<sup>29</sup> *Id.* 157:9 – 157:24, 161:12 – 162:1, 164:20 – 165:1.

the assignment was intended to prevent the Receiver from taking real property that is titled in her name.<sup>30</sup>

Glenda Johnson filed a similar lien with the Utah County Recorder on December 19, 2019 against her Payson home in the amount of \$2 million and a lien with the Howard County, Texas County Clerk on January 14, 2020 against the Texas property in the amount of \$10 million.

As described above in paragraph b., Glenda Johnson has possession of the turbine prototype created by Wisdom Farms on her property in Payson, Utah.

As described above in paragraph a.ii., Glenda Johnson assisted LaGrand and Randale Johnson in their attempt to receive revenue by granting an easement, on behalf of the NPJFLP, over real property in Texas that is Receivership Property.

**The October and November 2019 events were never previously raised as contemptuous activity and should not be part of these proceedings. There is no motion before the court relating to any of these facts.**

**iii. LaGrand Johnson: [DISPUTED].**

As described above in paragraph a.iii., LaGrand Johnson attempted to receive revenue by granting an easement, on behalf of the NPJFLP, over real property in Texas that is Receivership Property.

As described above in paragraph a.iii, LaGrand Johnson renewed the corporate charter of IAS on November 4, 2019, after he had been removed as an officer of IAS.

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<sup>30</sup> Deposition of Glenda Johnson, Jan. 23, 2020, 162:18 – 163:14.

**The October and November events were never previously raised as contemptuous activity and should not be part of these proceedings. The fact that the Receiver has taken over those matters demonstrates the issue is moot and should not take more of the Court's time.**

**iv. Randale Johnson: [DISPUTED].**

As described above in paragraph a.iv., Randale Johnson attempted to receive revenue by granting an easement, on behalf of the NPJFLP, over real property in Texas that is Receivership Property.

Randale Johnson used Receivership assets to conduct unauthorized "testing" on IAS equipment on November 14, 2018 – after the CRO placed those assets in the Receiver's sole control.

**The October and November events were never previously raised as contemptuous activity and should not be part of these proceedings. The fact that the Receiver has taken over those matters demonstrates the issue is moot and should not take more of the Court's time.**

**v. Sources of funding to pay legal filings: [DISPUTED]**

The Receivership Defendants have not complied with the CRO requirement to identify the source of funds for court filings and submissions. During questioning in their January 23, 2020, depositions, all four Johnsons expressed ignorance of the sources of funds for filings and submissions by Nelson Snuffer on their behalf since entry of the CRO.

**See ECF Doc. 810.**

Dated: February 24, 2020

NELSON SNUFFER DAHLE & POULSEN

*/s/ Steven R. Paul*

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Denver C. Snuffer, Jr.

Steven R. Paul

Daniel B. Garriott

*Attorneys for Glenda Johnson, LaGrand Johnson  
and Randale Johnson*

**CERTIFICATE OF SERVICE**

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

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

Greg Shepard (sent via email:

*/s/ Steven R. Paul*