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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>APPENDIX TO UNITED STATES' 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 United States submit the following appendix (“Appendix”) to its Statement of Issues for January 25, 2020 Contempt Hearing (“Statement”). The Appendix provides citations to the evidentiary record relating to the matters addressed in the Statement. The Receiver joins the Statement and the Appendix.

**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).**

**i. Neldon Johnson**

Neldon Johnson failed to turn over to the Receiver by May 17, 2020 documents in his possession relating to the Solstice contract, discussed in Part h.vii.

Neldon Johnson failed to make any effort to inquire about or recover documents that might be in the possession of third parties, including Gary Peterson, Cadence Group, Now CFO, and Pacific Stock Transfer Company. In his deposition, he testified:

Q: Have you had any communications with Gary Peterson or Peregrine Consulting since June of 2019 about records they may have?

A: The only - - the only communication that I had with Mr. Peterson would have been with Mr. Wall’s assistant where she called and got information from him. And then I think she sent someone up there to get the information or she went up. But I did not meet with him personally.

Q: Okay. Did you have any communication with him?

A: Not personally, no.<sup>1</sup>

...

Q: Any communications with Cadence Group?

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<sup>1</sup> Tr., Jan. 23, 2020, 200:22 – 201:8.

A: No.

Q: Have you had any communications since June of 2019 with a group called NOW CFO?

A: No.<sup>2</sup>

...

Q: Have you had any communications since June with Pacific Stock Transfer Company about records they may have?

A: Not personally, I haven't. But I believe with the assistance of Edwin Wall's attorneys or helpers. I don't know what you'd call them. But I think they have - - they have made the contacts with them, and I think they've indicated that those are accurate.<sup>3</sup>

**b. Glenda Johnson**

Glenda Johnson's failure to deliver to the Receiver by May 17, 2019 copies of the Solstice contract, is evidence that she withheld documents that were required to be delivered.

In October 2019, Glenda Johnson had copies of documents relating to a requested easement on the Texas property (discussed in Part h.i, below).<sup>4</sup> She failed to deliver those documents to the Receiver or alert the Receiver to the request for an easement. In her testimony, she acknowledged being aware of the easement request, having documents relating to the easement request, and sending the signed easement documents to NuStar.

Q: I've handed you what's been marked as Exhibit Receiver 2159, which is a letter from NuStar dated October 3<sup>rd</sup>, 2019. Have you seen this letter before?

A: I believe I have seen that one, yes.

Q: Where have you seen it before?

A: It was sent in the mail.<sup>5</sup>

...

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<sup>2</sup> *Id.* 201:22 – 202:1.

<sup>3</sup> 190:4 – 190:12.

<sup>4</sup> Ex. 2141, Ex. 2159.

<sup>5</sup> Tr., Jan. 23, 2020, 146: 22 – 147:3.

Q: So did this NuStar company send you documents to sign?

A: Yes.

Q: And what did you do with those documents? When NuStar sent the documents to you, what did you do with them?

A: I gave them to Randy and LaGrand.

Q: And did they sign them?

A: I believe they did.

Q: And then, did you send the documents back to NuStar?

A: I don't know if I did or if they did.<sup>6</sup>

...

Q: I'm handing you what's been marked as Exhibit-2141. Does that look like the documents that they sent you to notarize for this easement? Or to get signed for the easement?

A: Looks like it, yes.

Q: And did you give it to Randale and LaGrand to sign?

A: I gave it to both of the boys, and they had to go have it notarized."<sup>7</sup>

...

Q: I'm showing you an envelope addressed to Terry King. It says, "From Neldon Johnson." Do you recognize this envelope?

A: I do.

Q: Whose handwriting is on that envelope?

A: Mine.

Q: Is that the envelope you used to mail the easements to NuStar?

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<sup>6</sup> 148:22 – 149:8.

<sup>7</sup> 150:6 – 150:14.

A: Could have been.<sup>8</sup>

In response to the Court's order on preparation for the contempt hearing originally scheduled for December 13, 2019,<sup>9</sup> Glenda Johnson delivered 478 additional pages of documents to the Receiver. Included in the documents delivered by Glenda Johnson were financial documents relating to solar energy activities of Solco I and XSun Energy. These documents included checks to Solco I by lens purchasers and Solco I bank deposit slips,<sup>10</sup> investments in the XSun Energy "1603 Program,"<sup>11</sup> an escrow agreement relating to a \$10.5 million investment with Solco I to fund the installation of 15,500 solar lenses,<sup>12</sup> and checks and bank deposit slips relating to the purchases of solar lenses from XSun.<sup>13</sup>

None of these documents had been previously delivered to the Receiver, indicating that Glenda Johnson possessed or had access to Solco I and XSun documents that had been withheld from the Receiver. Moreover, all four of these groups of documents have other Bates numbers on the documents, suggesting they had been used in litigation or governmental investigations previously.<sup>14</sup> That indicates those documents were known to the Johnsons.

In her deposition, Glenda Johnson claimed not to know where those newly-delivered documents had been found:

Q: I've handed you what has been marked as Receiver Exhibit-2155, which is a first page - - one page that shows a deposit slip for SOLCO 1 and a check to SOLCO 1 from TJ Jazz, LLC [sic]. Do you see that?

A: Yes.

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<sup>8</sup> 150:18 – 151:1.

<sup>9</sup> ECF 803, filed November 25, 2019.

<sup>10</sup> Excerpts at Ex. 2155.

<sup>11</sup> Ex. 2156.

<sup>12</sup> Ex. 2157.

<sup>13</sup> Excerpts at Ex. 2158.

<sup>14</sup> The Solco I check and deposit slip at Ex. 2155 bears the document number "Box10-000057." The XSun "1603" document at Ex. 2156 bears the number "Box10-000139." The escrow agreement at Ex. 2157 bears the document numbers "Solco1 0001-0016. The checks and deposit slips relating to XSun's sales of solar lenses bear the document numbers Ra3-005492-5493, 5540, 5676-5677.

Q: And this has Bates Number GlendaJ000001.

A: I'm sorry. Where are you - - oh.

Q: On the very bottom. Do you recognize this page?

A: Yeah. That's one that would have been deposited into SOLCO 1.

Q: This was delivered to the receiver by your attorneys on December 5<sup>th</sup>. Does that sound right to you?

A: December 5<sup>th</sup>?

Q: Yes. Of 2019.

A: I don't know anything about this.<sup>15</sup>

Regarding the XSun and Solco documents, Glenda Johnson initially appeared to testify that she deliberately did not produce XSun and Solco documents because these companies were not Receivership Defendants:

Q: I've handed you what's been marked as Receiver Exhibit-2156, which says at the top, "XSun Energy, LLC," having Bates Number Glenda J000046. Do you recall this document, seeing this document previously?

A: Yes.

Q: This was delivered to the receiver by your attorneys on December 5 and with a Bates number that has your name on it. Do you know where this document came from that your attorneys gave to me?

A: I'm sorry. You have - - XSun and SOLCO 1 were not a part of this proceedings that happened. I was never - - or these entities were never a part of the RaPower, IAS, DOJ. Whatever they were doing has nothing to do with these two companies or me. When you asked for all the information, Mister, I gave everything. I gave you more. XSun and SOLCO 1 was put in boxes that you received.

And I did not have to give any of that to you because they were not involved with this court proceeding. You guys chose to bring me and these two entities. And it's really upsetting to me that I have to be brought into this, which I don't think it's legal.<sup>16</sup>

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<sup>15</sup> Tr., Jan. 23, 2020, 139:10 – 140:2.

<sup>16</sup> 141:3 – 142:1.

At this point in the deposition, Glenda Johnson's attorneys requested a break, to consult with Glenda Johnson. After the break, her testimony seemed to change:

Q: Mrs. Johnson, we talked about Exhibit-2155, which was the SOLCO checks, and now 2156, which is the XSun Energy. Do I understand from your statements before the break that you have documents from XSun and SOLCO that you've not delivered to the Receiver?

A: I have delivered everything to the receiver.

Q: Does that include documents from SOLCO and XSun?

A: Yes.<sup>17</sup>

The Receiver then attempted to discover where the documents—that had been delivered to the Receiver on December 5, 2019—had been located. Even with the help of Magistrate Judge Kohler, Glenda Johnson was unable to indicate where those newly-produced documents had been stored until December 5, 2019:

THE WITNESS: I'm sorry. I thought I had answered that, that I had given him all the documents in May.

THE COURT: I know. We heard you say that.

THE WITNESS: And I don't know anything about December.

THE COURT: Okay. Then when he asks you about those, just tell him whether you know anything or not about December. Okay?

THE WITNESS: Okay.

Q: (BY MR. KLEIN) At the bottom of those two documents, it has the Bates Number "GlendaJ" and some numbers. Do you see that?

A: Yes.

Q: And I will represent to you that those numbers were attached to these documents by your attorneys. So does that help you remember any better as to where - - where the - - how your attorneys got these documents to put these numbers onto?

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<sup>17</sup> 142:23 – 143:7.

A: No.<sup>18</sup>

The Receiver questioned Glenda Johnson about the source of the newly-produced Solco 1 escrow agreement:

Q: I've handed you what's been marked as Exhibit-2157. And it's a 16-page document with Bates Number GlendaJ000160 through 175 entitled, "Escrow Agreement." Do you see that?

A: Yes.

Q: Do you recognize this document?

A: I am really confused as to what this is even about.

Q: Do you remember seeing this document before?

A: Sir, I wouldn't know. There's too many things here blocked out.

Q: Do you know who blocked out that information?

A: No.

Q: Do you know how your attorneys got this document to give it to me?

A: No.<sup>19</sup>

...

Q: I've handed you what's been marked as Exhibit-2158. It has Bates Number GlendaJ000256 through 260. I will tell you these were - -

A: I'm sorry. What? I can see 000256.

Q: And the last page has 260.

A: Last page? Okay.

Q: I will tell you that these documents were delivered to us by your attorneys. Do you know where your attorneys got this document to deliver it to me?

A: No.<sup>20</sup>

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<sup>18</sup> 144:9 – 145:3.

<sup>19</sup> 145:5 – 145:21.

<sup>20</sup> 146:10 -146:20.

...

Q: On December 5<sup>th</sup>, your attorneys provided some additional documents to the receiver. Were you aware of that?

A: I guess I'm not aware of it. They may have. I don't know.<sup>21</sup>

Glenda Johnson admitted she made no efforts to identify and locate additional documents, as required by the CRO and Court orders incident to the instant contempt proceeding, and did not contact third parties:

Q: Have you made any efforts since June of 2019 to identify and locate additional documents?

A: No.<sup>22</sup>

...

Q: Have you had any communications with third parties who might be holding documents?

A: No. I don't have anybody.

Q: Have you had any discussions with Pacific Stock Transfer Company about documents they might have?

A: No.

Q: With Snell & Wilmer law firm?

A: No.

Q: Have you had any discussions with Gary Peterson and Peregrine Consulting?

A: No.

Q: Any discussions with Cadence Group?

A: No.

Q: Any discussions with NOW CFO?

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<sup>21</sup> 127:21 – 127:25.

<sup>22</sup> 127:11 – 127:13.

A: I don't even know what these people are, but no.

Q: Did you go to Nelson Snuffer law firm and look through their boxes of documents to see whether or not they had some documents that once had been under your control?

A: Well, I've been to the attorney's office.

Q: And did you go through their documents to see whether or not they had copies of documents that once had been under your control?

A: I never went through anything.<sup>23</sup>

**c. LaGrand Johnson**

LaGrand Johnson had control of documents—which he signed—granting an easement on the Texas property on October 31, 2019.<sup>24</sup> These documents were not delivered to the Receiver.

At his deposition, LaGrand Johnson claimed he did not produce these documents to the Receiver because the documents were not under his control:

Q: Did you sign an agreement on October 31 of 2019 granting an easement to NuStar Permian Transportation and Storage to construct a pipeline across part of the [Texas] property?

A: Possibly.

Q: We have previously marked Exhibit Receiver 2141, which is here, but I'm showing you the originals. And tell me if the signature on page 3 here is yours.

A: Yes. That's my signature.<sup>25</sup>

...

Q: Have you delivered to the Receiver all documents in your control since - - that have been in your control at any time since October 31, 2018?

A: As far as I'm aware, yes.

Q: Did you give the Receiver a copy of the easement agreement that you signed on N.P. Johnson Family Limited Partnership?

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<sup>23</sup> 128:5 – 129:4.

<sup>24</sup> Ex. 2141, 2159.

<sup>25</sup> Tr., Jan. 23, 2020, 80:17 – 80:24.

A: I didn't have it in my control.

Q: Did you sign those documents?

A: My signature was on it, yes, but I didn't take any with me.

Q: Did you affix your signature to that document?

A: Yes.<sup>26</sup>

LaGrand Johnson also received copies of documents from the Utah Division of Corporations in October or November 2019 relating to renewal of the corporate charter of IAS (because he had been the registered agent). LaGrand did not provide these documents to the Receiver.<sup>27</sup> Instead, he renewed the corporate charter—without authority, as discussed above in Part h.v—and failed to provide those documents to the Receiver. In his deposition, he testified as follows:

Q: Did you renew the corporate status of IAS on November 4, 2019?

A: Probably.

Q: And what authority did you have to do that?

A: Well, I got the renewal in the mail, and I paid and renewed it.<sup>28</sup>

...

Q: Did you give the Receiver the documents you got that you used in connection with the renewal of the corporate registration of IAS?

A: No. I didn't think about it, to tell you the truth.<sup>29</sup>

LaGrand Johnson made no effort to identify or recover documents held by third parties. He did not make any effort to retrieve records from his own bank showing payments to him by

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<sup>26</sup> 107:8 – 107:20.

<sup>27</sup> Ex. 2149-2151.

<sup>28</sup> Tr., Jan. 23, 2020, 89:6 – 89:11.

<sup>29</sup> 107:21 – 107:25.

Receivership Entities, no effort to obtain bank account records he controlled, and no effort to retrieve emails from his email service provider or computer hard drive. His testimony was:

Q: What communications have you had since June of 2019 with third parties who might have documents?

A: None.

Q: Have you had any communications with Pacific Stock Transfer Company?

A: No.

Q: Snell & Wilmer Law Firm?

A: No.

Q: Gary Peterson and Paragon [Peregrine] Consulting?

A: No.

Q: Cadence Group?

A: No.

Q: Now CFO?

A: No.

Q: Did you go to the Nelson Snuffer law firm and look through their documents to see if they had any documents that at one time were under your possession and control?

A: No.<sup>30</sup>

...

Q: What efforts have you undertaken, since June of 2019, to locate additional documents that might be required to be delivered to the Receiver?

A: None.<sup>31</sup>

...

Q: Mr. Johnson, you mentioned that you made wages from IAS, correct?

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<sup>30</sup> 73:1 – 73:18.

<sup>31</sup> 71:20 – 71:23

A: Correct.

Q: And you made wages from Cobblestone, yes?

A: Yes.

Q: So, where are the checks or other documents showing the money that IAS paid you?

A: Where are they?

Q: Yes.

A: Well, they would probably be with the bank.

Q: Have you made any efforts to get those documents from the bank?

A: Of my personal wages?

Q: Yes.

A: No.<sup>32</sup>

...

Q: Right. So what, if any, efforts have you made to get bank account documents for IAS, Cobblestone or any other of the Receivership entities on which - - for accounts that you had signature authority over?

A: I'm not sure if the bank accounts are still open. I haven't deal with the - -

Q: Mr. Johnson - -

A: I haven't dealt with the bank accounts since 2019.

Q: Mr. Johnson, that's not my question.

A: So, I haven't made any. I don't think they were given to me. I'm not even sure if they would give them to me, but no, I have made no effort on any of these.<sup>33</sup>

...

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<sup>32</sup> 109:11 – 109:25

<sup>33</sup> 110:19 – 11:5.

Q: What, if any, efforts you have taken to extract the emails from [lagrand@iaus.com](mailto:lagrand@iaus.com) and turn them over to the Receiver?

A: None.

Q: What, if any, efforts have you taken to search emails within [doctj@gmail.com](mailto:doctj@gmail.com), find responsive emails and turn them over to the Receiver?

A: None.

Q: What, if any, efforts have you made to search the email in the [synergyproviders@gmail.com](mailto:synergyproviders@gmail.com) address, find responsive document and turn them over to the Receiver?

A: None.

Q: And with respect to the Cobblestone email address, what, if any, efforts have you taken to search those emails, extract responsive emails and turn them over to the Receiver?

A: None.<sup>34</sup>

When questioned about the source of documents that LaGrand Johnson delivered to the Receiver on December 5, 2020, that had not been delivered previously, he testified:

Q: Where were those documents you delivered in December that had not been delivered previously?

A: Were they my personal credit cards?

Q: It appeared to be a list of expenses that I'm guessing were paid by credit card.

A: I'm just saying, were they my personal credit cards?

Q: I don't know.

A: I think they were my personal credit cards.

Q: So, why had those documents not been produced previously?

A: Because they were my personal credit cards.<sup>35</sup>

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<sup>34</sup> 112:4 – 112:20.

<sup>35</sup> 72:14 – 72:25.

**d. Randale Johnson**

Randale Johnson had control of documents—which he signed—granting an easement on the Texas property on October 31, 2019.<sup>36</sup> These documents were not delivered to the Receiver.

At his deposition, Randale Johnson testified:

Q: We talked earlier about the easement you granted on the Texas Property.

A: Okay.

Q: You remember that was dated October 31, 2019?

A: Okay.

Q: And that relates to the N.P. Johnson Family Limited Partnership, correct?

A: Yes.

Q: And did you give those documents to the Receiver?

A: No. I did not.<sup>37</sup>

In his deposition, Randale Johnson testified that he made no efforts to identify or recover documents held by third parties:

Q: In the last seven months, have you had any communications with third parties who might have documents?

A: No, I don't know who that would be.

Q: Have you talked to Pacific Stock Transfer Company?

A: No, I don't know how to get ahold of them?

Q: The law firm Snell & Wilmer?

A: About attorney stuff. But they told me they had supplied everything, so, yes, I would say yes.

Q: Have you talked to Snell & Wilmer?

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<sup>36</sup> Ex. 2141, 2159.

<sup>37</sup> Tr., Jan. 23, 2020, 65:15 – 65:24.

A: Snell & Wilmer? Oh, I thought you were talking about Denver Snuffer. No. I don't know. I wouldn't even know a contact person there.

Q: So, let me restate the question. Have you talked to anyone at Snell & Wilmer in the last six months asking for documents?

A: No.

Q: Have you talked to Gary Peterson or Paragon [Peregrine] Consulting in the last six months asking for documents he may have?

A: No. I wouldn't know how to get ahold of him?

Q: Have you had any communications with the Cadence Group in the last six months?

A: No.

Q: The company Now CFO?

A: No.<sup>38</sup>

Similarly, Randale Johnson made no efforts to search records at Nelson Snuffer to see if the law firm had any responsive records:

Q: Okay. Nelson, Snuffer are your attorneys, correct?

A: Yes.

Q: And my question is, in the last six months have you gone to their offices to look through files that they have to see whether or not there are any documents there that would - - that you would have had in you control at one time?

A: No.<sup>39</sup>

Randale Johnson identified a shop in Delta where IAS and RaPower maintained documents. He testified:

Q: What locations in Delta, then, have been used [to store documents]?

A: There's the shop in Oasis.

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<sup>38</sup> 18:4 – 19:3.

<sup>39</sup> 10:8 – 19:15.

Q: Is that it?

A: Well, yeah. I mean, that's - -

Q: Is that the only place in Millard county that you're aware of that documents have been stored in the past 20 year?

A: Probably, yeah.

Q: And did you go to the shop in Oasis in the last six months and look to see if there were any documents there that are documents once under your control?

A: No.

- 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).**

No additional information is included in the Appendix.

- 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).**

No additional information is included in the Appendix.

- 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).**

In his deposition, Neldon Johnson acknowledged that records of the Utah Division of Motor Vehicles ("DMV") identified him as the title owner of 18 licensed vehicles, including trucks, trailers, recreational vehicles, and a car.<sup>40</sup> However, Neldon Johnson denied being the owner of those vehicles, saying he had given them all to Glenda Johnson.

Q: Exhibit-2162 is a spreadsheet about vehicles. Have you seen that document before?

A: I don't remember seeing this exact document, but I've seen a document that represents in a spreadsheet format. I'm not sure if this is it or not.

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<sup>40</sup> Ex. 2162, Part B.

Q: And in section A of that document, does it list vehicles that you own?

A: I don't own them. No.

Q: Are they titled in your name?

A: I don't - - they could be, but they're not - - they are my wife's. They belong to my wife.

Q: If the DMV, Division of Motor Vehicles, says that they are titled in your name, do you have any reason to dispute that?

A: Yes. Because I probably would have given them over to my wife and said, you know, these are - - these are - - and whether or not we completed the transaction, a verbal agreement was made that they were hers a long time ago.

Q: And when was that agreement?

A: Oh, I don't know. Probably when we bought them or when we got them. I don't own anything. But I don't know that I - - I've ever really owned anything personally.<sup>41</sup>

Neldon Johnson testified that he was willing to deliver these 18 vehicles to the Receiver, but has not tendered or delivered any of them.

A: . . . But if you're asking me if they belong to me, I would say no. They would have been my wife's. But if you want them, you can have them. I don't care. Doesn't bother me.

Neldon Johnson also has failed to identify the disposition of seven vehicles listed in DMV records that his attorney says are no longer in his possession.

Glenda Johnson stated that she is the owner of 18 vehicles listed in Part C of Exhibit 2162. She testified that, with one possible exception,<sup>42</sup> funds from Receivership Entities were used to purchase those entities:

Q: As you look through that list [Exhibit 2162] - - please look through that list and let me know if you believe that the vehicles listed there are, in fact, owned by you.

Are there any vehicles in that section [Section C] that you think are not yours?

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<sup>41</sup> Tr., Jan. 23, 2020, 219:19 – 220:17.

<sup>42</sup> For that one exception, the Chrysler Town & Country, the Receiver has traced the source of funds for the lease of that vehicle as coming from Receivership Entities.

A: Looks like they all would be mine.<sup>43</sup>

...

Q: Are there any others on this list that you think you've paid for with your own personal funds?

A: No. There's none in here, my own personal funds.

Q: Does that mean that they - - with the possible exception of the Chrysler Town & Country - - that they were all purchased with funds from one of the entities?

A: Right.<sup>44</sup>

- 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).**

No additional information is included in the Appendix.

- 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).**

No additional information is included in the Appendix.

- 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).**

No additional information is included in the Appendix.

- 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. **Granting unauthorized easement on Texas property**

By letter dated October 3, 2019, NuStar Permian Transportation and Storage, LLC

("NuStar"), offered the N.P. Johnson Family Limited Partnership ("NPJFLP") \$13,655.00 for an

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<sup>43</sup> Tr., Jan. 23, 2020, 167:6 – 167:8.

<sup>44</sup> *Id.* 168:2 – 168:10.

easement on Texas property owned by NPJFP.<sup>45</sup> On October 31, 2019, Randale Johnson, claiming to be the “owner” of NPJFLP signed an agreement granting NuStar an easement on the property.<sup>46</sup> Randale Johnson signed a tax form providing a tax identification number required by NuStar in order to make the payment.<sup>47</sup>

In his deposition, Randale Johnson confirmed his role in signing the easement documents:

Q: Did you sign an agreement on October 31, 2019 granting an easement to New Star Permiantrix [sic] and Storage to construct a pipeline across the property.

A: Yes.<sup>48</sup>

...

Q: ... On the second page there's a signature. Is that your signature?

A: Yes.

Q: On the fifth page, there is a form W-9. Is that your handwriting on this page?

A: It looks like it, yes.

Q: Is that your signature?

A: Yes.

Q: Do you recall signing this?

A: Yeah.

Q: What did you expect would happen after signing this easement?

A: That they would get their easements.

Q: An was the N.P. Johnson Family Limited Partnership going to get money?

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<sup>45</sup> Ex. 2159. Assets of the NPJFLP had been placed under the exclusive control of the Receiver on May 3, 2019 pursuant to the Affiliates Order ECF 636.

<sup>46</sup> Ex. 2141.

<sup>47</sup> *Id.*

<sup>48</sup> Tr., Jan. 23, 2020 23:25 – 24:3.

A: Probably. . . .<sup>49</sup>

...

Q: Do you know if - - was your expectation the money was going to come to you, or was it going to go to Neldon Johnson?

MR. PAUL: Objection. Lack of foundation.

A: THE WITNESS: I had no concern about that.<sup>50</sup>

LaGrand Johnson also signed documents granting the easement, also claiming to be an “owner” of NPJFLP.<sup>51</sup> At his deposition, he admitted signing the documents:

Q: Did you sign an agreement on October 31 of 2019 granting a easement to NuStar Permian Transportation and Storage to construct a pipeline across part of the property?

A: Possibly.

Q: We have previously marked Exhibit Receiver 2141, which is here, but I’m showing you the originals. And tell me if the signature on page 3 here is yours.

A: Yes. That’s my signature.<sup>52</sup>

...

Q: Did someone ask you to sign this document?

A: Probably my brother.

Q: Your brother being who?

A: Randale Johnson.<sup>53</sup>

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<sup>49</sup> *Id.* 24:12 – 25:2.

<sup>50</sup> *Id.* 26:6 – 26:10.

<sup>51</sup> Ex. 2141.

<sup>52</sup> Tr., Jan. 23, 2020, 80:17 – 80:24.

<sup>53</sup> *Id.* 81:19 – 81:22.

Glenda Johnson mailed these signed documents to NuStar's agent.<sup>54</sup> In her deposition, she explained her role in receiving the documents, getting them signed by Randale and LaGrand Johnson, and sending the documents to NuStar:

Q: (BY MR. KLEIN) I've handed you what's been marked as Exhibit Receiver 2159, which is a letter from NuStar dated October 3<sup>rd</sup>, 2019. Have you seen this letter before?

A: I believe I have seen that one, yes.

Q: Where have you seen it before?

A: It was sent in the mail.<sup>55</sup>

...

Q: So did this NuStar company send you documents to sign?

A: Yes.

Q: And what did you do with those documents? When NuStar sent the documents to you, what did you do with them?

A: I gave them to Randy and LaGrand.

Q: And did they sign them?

A: I believe they did.

Q: And then, did you send the documents back to NuStar?

A: I don't know if I did or if they did.<sup>56</sup>

...

Q: I'm showing you an envelope addressed to Terry King. It says, "From Neldon Johnson." Do you recognize this envelope?

A: I do.

Q: Whose handwriting is on that envelope?

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<sup>54</sup> Ex. 2141.

<sup>55</sup> Tr., Jan. 23, 2020, 146:22 – 147:3.

<sup>56</sup> *Id.* 148:22 – 149:8.

A: Mine?

Q: Is that the envelope you used to mail the easements to NuStar?

A: Could have been.<sup>57</sup>

Glenda Johnson acknowledged discussing the easement with Neldon Johnson, but claimed not to recall what Neldon Johnson said:

Q: Did you talk with Neldon Johnson about the fact that this company had requested an easement across the Texas property?

A: Yes.

Q: What did you - - discussion did you have with him?

A: I don't recall.<sup>58</sup>

**ii. Using IAS funds to build a turbine prototype and taking control of the prototype**

On June 15, 2018, Glenda Johnson sent a \$50,000 check to Robert L. Johnson. On June 20, 2018, Glenda Johnson sent a second check to Robert L. Johnson in the amount of \$2,250,000. On August 27, 2018, five days after the Court had entered the asset freeze,<sup>59</sup> Neldon Johnson obtained two checks from Robert Johnson in the amount of \$250,000 each. Neldon Johnson took the \$500,000 to the offices of Nelson Snuffer, where the funds were delivered to a company called Wisdom Farms Technology Development Group ("Wisdom Farms"). Wisdom Farms was engaged to build a prototype turbine using Neldon Johnson's concepts, but not his actual patent designs.

In August 2019, funding for development of the prototype was exhausted. Wisdom Farms had created a prototype turbine that Wisdom Farms said still needed more work. The Johnsons

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<sup>57</sup> *Id.* 150:18 – 151:1.

<sup>58</sup> *Id.* 151:14 – 151:20.

<sup>59</sup> ECF 444, filed August 22, 2018.

assert that the prototype was fully functioning.<sup>60</sup> On or about August 13, 2019, Neldon Johnson and Randale Johnson delivered another \$30,000 to Wisdom Farms<sup>61</sup> and took possession of the prototype turbine, which is encased in a 20' shipping container. The container was transported to the Payson home of Glenda Johnson.

Neldon Johnson's deposition testimony confirmed his role:

Q: What do you know about Wisdom Farms Technology Development Group?

A: They were a company hired by - - to do a model of the turbine that they had a customer for, supposedly.

Q: And when did Wisdom Farms start doing work for - - at your request?

A: I'm not positive. I have hard times with dates.

Q: Was it after the receiver was appointed?

A: I don't know. I'd have to look at the documents.

Q: And who gave directions to Wisdom Farms on what to do?

A: I believe it was my wife.

Q: Did you give any directions to Wisdom Farms?

A: On technical stuff if they asked, yes, I delivered and worked with them on the development. But I didn't - - didn't do the project at all. I mean I didn't get paid anything for doing it.

Q: And how much did Wisdom Farms get paid for the work that it did?

A: I think there was \$500,000, and I think they still owe about \$100,000 still owed on it.

Q: And who asked Wisdom Farms to do this work?

A: I believe - - I believe it was my wife. I'm not positive, but I believe it was my wife. Could have been Bill Pack, but I'm not sure.

Q: Is there a written contract with Wisdom Farms?

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<sup>60</sup> Randale Johnson claimed in his deposition that the turbine was working. 30:19 – 31:16.

<sup>61</sup> Ex. 2142.

A: Yes, there is.

Q: And was it by Glenda Johnson individually or on behalf of one of the companies?

A: I'm not sure, but I think it was - - I think it was Solstice that actually had the contract with them.

Q: And was any money paid to Wisdom Farms?

A: \$500,000 was paid to Wisdom Farms.

Q: Where did that money come from?

A: It came from money that Glenda earned and from - - they owe - - International Automated Systems owes Glenda in the neighborhood of \$20 million or some sort, with a contract that she can use that money whenever she chooses in repayment of that money. And I think she took \$2 million towards paying someone to hold on to the money to do various projects for her.

Q: So did - - are you saying that Glenda Johnson paid \$2 million to who?

A: I think it was Bob Johnson. I'm not sure the exact amount, but it was a check made from Glenda Johnson to, I think, Bob Johnson.

Q: So it was a \$2 million check from Glenda Johnson's personal account to Robert Johnson?

A: No. I don't think it was a personal account, but I'm not sure. It could have been from International Automated Systems.

Q: And from that, Robert Johnson was to pay \$500,000 to Wisdom Farms?

A: Yes. Uh-huh.

Q: Did you ask Robert Johnson to pay the \$500,000 to Wisdom Farms?

A: I believe I did, yes. But it was my wife's directions. It was her money.<sup>62</sup>

While Neldon Johnson asserted that it was Glenda Johnson who had the contract with Wisdom Farms, the deposition testimony made clear that Neldon Johnson had the central role with Wisdom Farms:

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<sup>62</sup> Tr., Jan. 23, 2020, 215:8 – 217:20.

Q: And were you at a meeting in Denver Snuffer's office around August of 2018 at which two checks from Robert Johnson for \$250,000 each were given to Wisdom Farms?

A: I suppose I was. I think so.

Q: Who else was at that meeting?

A: I'm not sure.

Q: Was Denver Snuffer there?

A: I don't even remember the meeting, to tell you the truth. But, I assume that's where the money was done, I assume that's correct. But I'm not - - I don't recall the - - I don't even recall the meeting actually.

Q: Do you have any recollection of handing over money, that money, the checks?

A: I'm sure I did. But like I said, I don't recall the meeting.

Q: And where did you get the checks?

A: I think from Robert Johnson, I assume.

Q: So did you go to Robert Johnson's house and pick up the checks from him and take it to Denver Snuffer's office?

A: I believe I did, but I don't remember exactly where - - if we signed - - if we turned it over in Denver's office or not. I don't recollect that.<sup>63</sup>

Neldon Johnson testified about the equipment that Wisdom Farms created and what he did with that equipment.

Q: So what did Wisdom Farms do with the \$500,000?

A: I - - well, they worked on this - - they worked on the - - this turbine.

Q: Did they create equipment?

A: Yes, they did.

Q: And was it installed in a shipping container?

A: It was, yes.

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<sup>63</sup> *Id.* 217:21 – 218:20.

Q: Who's the owner of that equipment?

A: It was Glenda Johnson's. Now I believe it's - - belongs to Anstram Energy.

Q: And did you go to Kitco Iron in August of 2019 and arrange to pick up that container?

A: Yes, I did.

Q: Who else was with you?

A: I think Randy may have been with me. But I don't know that for sure. But we hired a company to come take it and move it.

Q: Move it where?

A: Move it down into the Payson - - Payson home.

Q: Is that the Payson home that you live in?

A: Yes, it is. Uh-huh.<sup>64</sup>

In her deposition, Glenda Johnson did not display the same knowledge of creation of the prototype that Neldon Johnson attributed to her:

Q: Tell me what you recall about Wisdom Farms.

A: I believe they were doing some construction or making something of the turbine.

Q: And do you know when that work was being done?

A: Probably the end of '18 and part of '19.

Q: Do you believe that that work was being done after the judge appointed the receiver?

A: I don't know.

Q: What's your understanding about who was going to pay Wisdom Farms for the work that they were doing?

A: I don't know.<sup>65</sup>

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<sup>64</sup> *Id.* 218:21 – 219:18.

<sup>65</sup> Tr., Jan. 23, 2020, 152:24 – 153:11.

Glenda Johnson did acknowledge that the prototype was at her home in Payson:

Q: Do you know if Wisdom Farms created any building equipment?

A: If they built the equipment?

Q: If - - did they build some equipment?

A: Yes.

Q: Do you know where that equipment is?

A: Yes.

Q: Where?

A: In my home.<sup>66</sup>

...

Q: Do you know how Wisdom Farms was paid for its work?

A: No.

Q: Do you know if Robert Johnson provided money to Wisdom Farms to build this equipment?

A: I don't know.

Q: When you were present at the time they were picking up the equipment, were you aware that an additional \$30,000 had to be paid to Wisdom Farms to clear up the outstanding bill?

A: I don't know.<sup>67</sup>

In cross examination by the United States at her deposition, Glenda Johnson disclaimed ownership of the prototype:

Q: Why is that shipping container on your property?

A: Well, we have 5 acres there, and if we choose to, I can do a solar energy with it in a greenhouse or even hook up the house to it.

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<sup>66</sup> *Id.* 153:15 – 153:23.

<sup>67</sup> *Id.* 154:25 – 155:10.

Q: Do you own the contents of that shipping container, Mrs. Johnson?

A: I don't know who owns it.

Q: So that's where my question is coming from. If you don't know who owns it, why is it on your property?

A: Because they needed a place to put it.

Q: Who needed a place to put it?

A: Oh, the company that built it. They're not going to keep it on their place.<sup>68</sup>

Glenda Johnson indicated that the request to put the prototype on her property likely came from Neldon Johnson,<sup>69</sup> no one is paying her rent to store the container,<sup>70</sup> she has no agreement with anyone else about the equipment in the shipping container,<sup>71</sup> and she is not aware of any agreement with respect to the equipment manufactured by Wisdom Farms.<sup>72</sup>

Randale Johnson also was involved in discussions with Wisdom Farms about creation of the prototype and taking possession of it. Randale Johnson testified:

Q: Did you give any instructions to Wisdom Farms about what they - - about the work they were doing?

A: No.

Q: Did you visit them to see the progress they were making?

A: Yes, I did.<sup>73</sup>

...

Q: Who were the principals of Wisdom Farms?

A: I don't know who the principals are. I know one of the people I talked to. His name is Johnny.

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<sup>68</sup> *Id.* 174:4 – 174:18.

<sup>69</sup> *Id.* 175:22 – 175:25.

<sup>70</sup> *Id.* 175:4 – 175:6.

<sup>71</sup> *Id.* 176:14 – 176: 19.

<sup>72</sup> *Id.* 176:20 – 176:24.

<sup>73</sup> Tr., Jan. 23, 2020, 28:6 – 28:11.

Q: And do you know Johnny's last name?

A: No.

Q: And how often did you talk to Johnny?

A: I talked to him while he was doing the project? [sic]

Q: Yes.

A: Probably just a few times.

Q: And were these telephone conversations or in person?

A: In person.<sup>74</sup>

...

Q: And these components, were they in a warehouse? Were they on a trailer? Where were these components existing?

A: They were at the Wisdom Farms location.

Q: Were they, for example, inside a container?

A: Yes. Is that what you meant?

Q: Yeah. That's what I meant.

A: Yeah. Yeah.

Q: And who is the owner of that equipment?

A: I have no idea.

Q: Do you know who paid for that equipment?

A: No.

Q: Where is that equipment now?

A: It's at Glenda's place.<sup>75</sup>

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<sup>74</sup> *Id.* 29:2 – 29:13.

<sup>75</sup> *Id.* 31:17 – 32:5.

...

Q: Did you - - were you among those who went to pick up this container that had this equipment?

A: I was there. I was there - - actually, I was there. Okay. I was there.<sup>76</sup>

**iii. Glenda Johnson granted a \$30 million lien on property subject to the asset freeze**

On December 19, 2019, Glenda Johnson filed a “Notice of Lien” on real properties in Millard County, Utah that are titled in her name.<sup>77</sup> The lien was granted to a Nevis-based company called Anstram Energy. The manager of Anstram Energy is Preston Olson, a Salt Lake City attorney.<sup>78</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 the assignment was intended to prevent the Receiver from taking real property that is titled in her name:

Q: What led you to call Preston Olson and offer him \$30 million on your properties?

A: Because I wanted to make sure that solar energy was going to be built on these pieces of property.

Q: So what led you to make the call to Preston Olson?

A: Because the receiver was trying to get the property, from my understanding. . . . And I thought, “I have got to protect this property so that we can put up energy products.”<sup>79</sup>

Glenda Johnson testified that she knows little information about Anstram Energy:

Q: Okay. What can you tell me about Anstram Energy?

A: I know it’s a Nevis company.

Q: Do you know anything else about the company?

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<sup>76</sup> *Id.* 32:12 – 32:15.

<sup>77</sup> Ex. 2160.

<sup>78</sup> Olson is currently the petitioner in a case before the U.S. Tax Court. Docket No. 26469-14 and 21247-16. *See* ECF 837, filed January 15, 2020; Tr., Jan. 23, 2020, 162:2 – 162:12.

<sup>79</sup> Tr., Jan. 23, 2020, 162:18 – 163:14.

A: Not really.

Q: Do you know when it was formed?

A: No.

Q: Do you know who the owners are?

A: No.<sup>80</sup>

Glenda Johnson indicated that her agreement with Anstram Energy is not in writing:

Q: This states that the lien puts a mechanic's lien on the properties in Millard County of \$40 million. Do you see that?

A: Yes.

Q: Did you have an agreement with Anstram Energy to allow them to put a \$30 million lien on your properties?

A: Yes.

Q: Is that agreement written?

A: What do you mean "written"?

Q: Is it a written - - is it a document? Is it written down?

A: I don't think so.

Q: So it's just a verbal agreement between you and Anstram Energy?

A: Right.<sup>81</sup>

Glenda Johnson testified that the 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.

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<sup>80</sup> *Id.* 156:25 – 157-8.

<sup>81</sup> *Id.* 157:9 – 157:24.

Q: As part of that agreement, you allowed them to place a \$30 million lien on properties in Millard County that are in your name; is that correct.

A: Correct.

Q: And what did you get in exchange for giving them that lien?

A: Energy product.

Q: And what energy product did you get from Anstram Energy?

A: Just different - - just different products that they had.

Q: And have you received those products?

A: Not yet.

Q: And what - -

A: It's only December when we did this.

Q: What product are you expecting to receive?

A: I'd have to - - I don't know exactly. It would be energy product.

Q: Are we talking about electricity? Are we talking about - -

A: No.

Q: - - components?

A: Components.

Q: And does Anstram Energy manufacture components?

A: I don'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. . . .<sup>82</sup>

...

Q: And so you're expecting Anstram Energy to give you \$30 million worth of energy products?

A: At least.

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<sup>82</sup> *Id.* 158:18 – 159:21.

Q: And you don't really know what the energy products are, correct?

A: I know there will be some lenses.

Q: Does Anstram Energy have lenses?

A: I don't know everything about that.

Q: Do you know - - have you seen the financial statements for Anstram Energy?

A: No.

Q: Do you know what assets they own?

A: No.

Q: Do you know how many employees they have?

A: No.<sup>83</sup>

...

Q: Are there invoices showing what work was done on the properties that justify imposing a mechanic's lien?

A: There's no work yet on these properties.

Q: So you've put a mechanic's lien on the property when no work has yet been done?

A: Correct.<sup>84</sup>

Subsequent to the January 23, 2020 depositions, the Receiver discovered that Glenda Johnson also filed liens against her Payson home, in the amount of \$2 million<sup>85</sup> and against the Texas Property in the amount of \$10 million.<sup>86</sup>

#### **iv. Continued use and testing of solar equipment after CRO**

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<sup>83</sup> *Id.* 161:12 – 162:1.

<sup>84</sup> *Id.* 164:20 – 165:1.

<sup>85</sup> Exhibit 2170.

<sup>86</sup> Exhibit 2171.

Despite the asset freeze and the CRO, Randale Johnson continued to use Receivership Estate assets after appointment of the Receiver (i.e., after the assets were put under the exclusive control of the Receiver). In November 2018, Randale Johnson conducted testing of the ability of solar towers to change the angles of the lenses, to track movement of the sun. He recorded a video of that testing. A still from the video shows a laptop screen with the date November 18, 2018.<sup>87</sup> In his deposition, Randale Johnson confirmed doing the testing at that time:

Q: Are you aware that your attorney delivered a flash drive to the Receiver on December 10 of last year, a month ago?

A: Yes.

Q: And did that flash drive have videos on there of various projects that had been done during the course of development of the solar technology?

A: Yeah.

Q: Do you recall that one of the videos had to do with - - was labeled A Demonstration Of The Ability Of The Towers To Track The Movement Of The Sun.

A: Yeah.

Q: And who else was involved in that testing?

A: A guy named Justin.

Q: Justin who?

A: I don't know his last name.

Q: Justin Horton?

A: Yeah.

Q: And who was taking the video?

A: Me.

Q: And do you recall that video fanning from the solar towers to a laptop screen inside of a trailer?

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<sup>87</sup> Exhibit 2143.

A: Yeah.

Q: And what was the purpose of the laptop?

A: I was trying - - testing a few new things on the - - the controls that I had done for this - - the new tracking system.<sup>88</sup>

Randale Johnson confirmed that the testing occurred on November 14, 2018 and that he conferred with Neldon Johnson about the testing.

Q: I'm handing you what's been marked as are Receiver Exhibit 2143. Does that look familiar like that is a screen shot from the laptop on the video?

A: Sure.

Q: And in the second part of the page, a little more than halfway down, do you see where it says date and time?

A: Yes.

Q: And what's the date?

A: 11/14/2018.

Q: Is that when you believe this testing occurred?

A: I would assume.<sup>89</sup>

...

Q: And did Neldon Johnson know you were conducting the testing?

A: I don't think I had a discussion with him about it?

Q: Did you report to him the results of the test?

A: Yeah. I talked to him about that.

Q: And what did you say to him?

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<sup>88</sup> *Id.* 35:4 – 36:4.

<sup>89</sup> *Id.* 36:10 – 36:20.

A: I just told him the new stuff that I had put into my tracking software had worked.<sup>90</sup>

**v. LaGrand Johnson acted on behalf of IAS after his removal as an officer**

Until the Receiver was appointed, LaGrand Johnson was the registered agent for IAS.<sup>91</sup> The Utah Division of Corporations sent to LaGrand Johnson notice of the impending expiration of the IAS corporate charter. LaGrand Johnson did not forward that information to the Receiver. Instead, on November 4, 2019, he electronically renewed the corporate status of IAS and confirmed the continuing accuracy of the existing list of corporate officers of IAS.<sup>92</sup> This action was ultra vires in light of the CRO's removal of all existing officers of IAS and contrary to the CRO's injunction against any further actions on behalf of Receivership Entities.

In his deposition, LaGrand Johnson admitted knowing that he had been removed as an officer:

Q: I'm trying to get your understanding. Is it your understanding that, in fact, all of the officers were dismissed as part of the Receivership order in October of 2018?

A: I understand that was the order.

Q: So, do you understand that, as of October, 2018 - - let me start over. Is it your - - do you believe that, after October, 2018, you still had authority to act on behalf of the company?

A: Nope. I'm not acting on behalf of the company.

Q: Do you - - is it your understandings that you have no authority, currently, to act on behalf of the company?

A: Correct.<sup>93</sup>

...

Q: Did you renew the corporate status of IAS on November 4, 2019?

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<sup>90</sup> *Id.* 37:3 – 37:10.

<sup>91</sup> Ex. 2149.

<sup>92</sup> Ex. 2151. *See* Ex. 2149.

<sup>93</sup> Tr., Jan. 23, 2020, 88:1 – 88:13.

A: Probably.

Q: And what authority did you have to do that?

A: Well, I got the renewal in the mail, and I paid and renewed it.<sup>94</sup>

LaGrand Johnson testified that his reasons for renewing the corporate were to make sure the Receiver did not let the corporate charter expire:

A: . . . I wanted to keep for shareholders' benefits. As far as I'm concerned, IAS is still an entity. I might not have control over it, but it is still an entity, so - - and I did not want to lose its status as a corporation, so - -<sup>95</sup>

**vi. Neldon Johnson disclosed control over storage units not previously disclosed**

In his deposition, Neldon Johnson disclosed the existence of four or five storage units that he controls:

Q: You mentioned some storage units in Delta. How many storage units did you have in Delta?

A: Four or five. I'm not sure.

Q: And do you still have those storage units?

A: As far as I know, they're still there, yes.

Q: And who has keys to those storage units?

A: There are no locks on them that I know of.

Q: And what's in those storage units?

A: Just some - - I have personal items mostly, like we have some food storage. We have some furniture. We have some restaurant - - old restaurant equipment. There's really no reason to keep it. They just are there. I don't - - I don't go through things and throw things away like I should, so I don't know.

Q: Have you identified to the receiver the contents of the storage units?

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<sup>94</sup> *Id.* 89:6 – 89:11.

<sup>95</sup> *Id.* 89:22 – 90:1.

A: As far as I know. The detective took pictures of those. And as far as I know, all the information was given to Mr. Wall, the pictures and the documents and everything that was in there.<sup>96</sup>

The Receiver does not have a record of being given pictures of these “four or five” storage units or inventories of what is in them. The August 2, 2019 declaration of Neldon Johnson did identify three “containers” having kitchen and restaurant equipment, but those were identified as belonging to Glenda Johnson.<sup>97</sup>

**vii. Newly revealed contract between Glenda Johnson and Solstice**

On October 11, 2019, Glenda Johnson filed a declaration which identified and attached a contract she had with Solstice, by which Solstice was to pay Glenda Johnson \$35,000,000 for 200 towers to be constructed.<sup>98</sup> The handwritten contract was signed on behalf of Solstice by Neldon Johnson. In her declaration, Glenda Johnson asserted 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.

However, this three-page, newly-revealed document was not among the documents delivered to the Receiver with the 31 boxes of documents on May 10 and 17, 2019. Nor was this Solstice contract produced to the Receiver before May 2019.<sup>99</sup> There is reason to doubt when this document was created. The document lists an effective date of “Jan 18, 2003,” with handwritten notations changing 2003 to 2013.<sup>100</sup> It may be that after the 2003 date was affixed to the

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<sup>96</sup> Tr., Jan. 23, 2020, 206:15 – 207:9.

<sup>97</sup> ECF 738-2, filed August 2, 2019.

<sup>98</sup> ECF 784-1, filed October 11, 2019. The Solstice contract was marked in the January 23, 2020 Tr. as Receiver Ex. 2154.

<sup>99</sup> Neldon Johnson had attached the first two pages of this purported contract to a declaration he filed on May 24, 2019. ECF 684-2, 684-3. This declaration of Neldon Johnson also was subsequent to the deliver of the 31 boxes of documents and the deadline for delivering to the Receiver all documents relating to Receivership Entities and Affiliated Entities.

<sup>100</sup> Ex. 2154 at 1.

document, Neldon or Glenda Johnson realized that Solstice had not been formed until March 9, 2011, so the 2003 date was changed to 2013.<sup>101</sup>

Regardless, Neldon Johnson filed two pages of this contract with the Court after the May 17, 2019 deadline to deliver all company documents to the Receiver—when this document had not been produced earlier. Glenda Johnson filed three pages of this contract with the Court on October 11, 2019—which was after the Court-imposed December 5, 2019 deadline to deliver all business documents to the Receiver. Either this document was not created until after May 17, 2019 or it was retained after that date by both Neldon and Glenda Johnson without delivering it to the Receiver. If the latter, it is evidence that Neldon and Glenda Johnson were in violation of the CRO’s requirement and subsequent Court orders mandating that all documents be delivered to the Receiver.

When questioned in her deposition about this Solstice contract, Glenda Johnson testified:

Q: Is that your signature on the bottom of the first page of the exhibit? It will be the fourth page on the document.

A: Yes.

Q: Whose handwriting is this?

A: That’s my signature, but it’s not my handwriting.

Q: Okay. Do you know - - recognize whose handwriting it is on this contract?

A: Looks like Neldon Johnson.<sup>102</sup>

...

Q: This document, the “Solstice Contract to Purchase Towers,” was that document provided to the receiver previously?

A: I don’t know.

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<sup>101</sup> There is additional discussion of the date of this document in Part I.I, below.

<sup>102</sup> Tr., Jan. 23, 2020, 137:9 – 137:18.

Q: Where did you come up with this document to attach it to your declaration?

A: I don't know.<sup>103</sup>

Dated: February 24, 2020

Respectfully submitted,

/s/ Erin Healy Gallagher

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**ATTORNEYS FOR THE  
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<sup>103</sup> *Id.* 138:9 – 138:15.

**CERTIFICATE OF SERVICE**

I hereby certify that on February 24, 2020, the foregoing **APPENDIX TO UNITED STATES' STATEMENT OF ISSUES FOR FEBRUARY 25, 2020 CONTEMPT HEARING** was electronically filed with the Clerk of the Court through the CM/ECF system, which sent notice of the electronic filing to all counsel of record.

*/s/ Erin Healy Gallagher*  
ERIN HEALY GALLAGHER  
Trial Attorney