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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>GLENDA JOHNSON's OBJECTIONS TO ORDER REQUIRING TURNOVER TO RECEIVER OF ALL VEHICLES IN THE NAME OF GLENDA JOHNSON</p> <p>Judge David Nuffer</p>
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Glenda Johnson objects to the form of Order [ECF Doc. 877-1] requiring the turnover of vehicles titled in her name as the form of Order exceeds the Court's instructions at the hearing and prior orders of the Court. In addition, the Order cannot be complied with as Mrs. Johnson does not have the financial means to comply with the Order and there are practical impediments to complying with the Order that cannot be met in the short time provided in the proposed form of Order.

This matter has taken a significant toll on the Johnsons and their ability to finance any of the work required to satisfy the Receiver's requests. In particular, the Johnsons do not have money or resources to move any of the vehicles by the deadline proposed in the Receiver's draft order. Almost all of the vehicles (and most certainly the heavy machinery, trucks and trailers) identified in the lists for Neldon Johnson and Glenda Johnson have not been used, started or moved in years. As a consequence, they all likely have bad batteries, flat tires, and may need servicing before they would start or operate. Almost all of the vehicles and equipment have expired registrations, few have insurance and many have damage or defects that prevent them from being moved easily because they have been sitting untouched for several years.

The Johnsons are unable to be deliver any of the vehicles on the lists to the Receiver as proposed in his March 9, 2020 email letter. At the hearing the Receiver said he would bear any cost associated with retrieving the vehicles. The draft order does not include that.

Mrs. Johnson is asserting ownership over the 2017 Dodge Durango and the 2016 Chrysler 300. Both vehicles were purchased or are being paid for by money claimed to belong to Mrs. Johnson as compensation from Cornerstone in 2016 (Dodge Durango) or paid from her personal finances (Chrysler 300). The Court noted in the record at the hearing that Mrs. Johnson claimed one of the vehicles belong to her and she has provided documentation to the Receiver that the Chrysler 300 has a balance still owed in excess of \$13,000.00 and payments have been made from her personal funds since at least September, 2018. Timely payments reflect on her credit. If the Receiver intends to take the vehicle and pay for it, any failure to make timely payments will damage Mrs. Johnson's credit. She is willing to continue making payments, although the remaining balance is likely more than the fair market value of the vehicle.

For this reason, Mrs. Johnson requested the receiver recognize her interest in the two vehicles identified above and exclude them from the Order. The Receiver refused.

Mrs. Johnson further objects to the following specific provisions of the proposed form of Order:

1. Paragraph 3, relating to the delivery of vehicle titles: Mrs. Johnson does not have the means to provide the information requested in the time frame suggested. The date to comply should be extended through April 3, 2020. Also, the Order should provide for the delivery of “titles *in their possession* for each vehicle listed in Exhibit 1.” As to the remaining part of paragraph 3, Mrs. Johnson is willing to sign a notarized affidavit stating that for any vehicle without a title, she has undertaken best efforts to locate the titles, but that no title has been located and that Mrs. Johnson intends, by signing the affidavit, to transfer title to the Receiver of any and all interest she may have and title to those vehicles.
2. Paragraph 4: The date for compliance should be extended to April 10, 2020. There really is no urgency to get this all done. If the Johnsons are going to be required to provide this information, they need time and good weather to get it done. If the date is extended, then the Johnsons will do their best to locate each vehicle identified in the lists for Neldon and Glenda and provide photographs or each vehicle they can locate, the specific location for that vehicle, information showing mileage or hours of usage, a description of condition/damage, and any records relating to the vehicle or equipment. Although, since all records relating to the companies in the Johnsons’ possession have been delivered to the Receiver, the Johnsons do not think there are additional records relating to maintenance or service for any of the vehicles. If there is anything, the Johnsons believe it would be located in the vehicle itself, the same is true for any title document.
3. Paragraph 5: The Order should be revised to require the delivery of maintenance or service records “*in their possession or control*” or the identification of the persons in control of those records. First, the Johnsons do not believe there are any such records; Second, they do not believe there is any third person that may have possession or control of those documents. If the records are not in the vehicle or in the files of the companies, then, to the best of the Johnsons’ knowledge, there are no records. The Johnsons have already provided all documents in their possession to the Receiver. This provision is meaningless and should be revised.
4. Paragraph 7: Mrs. Johnson objects to providing a “compliance declaration” as that was never discussed in any part of the hearing nor is such a declaration required in any previous order of the court. The Johnsons will provide to the Receiver the

requested information along with the information provided under paragraph 4, but more than that is not a requirement that should be enforced by a declaration.

5. Paragraph 8 should be revised to provide that the 2017 Dodge Durango and the 2016 Chrysler 300 are excluded from the Order as belonging to Neldon Johnson and Glenda Johnson.
6. In paragraph 10, Mrs. Johnson asks that the deadline for submitting a motion to claim any vehicle or equipment in Exhibit 1 be extended to April 3, 2020. The last sentence of paragraph 10 should be removed. There is no basis for a requirement that property claimed by Glenda as owned by her and paid for by her be turned over to the Receiver if there is a dispute over ownership.
7. Paragraph 13 is without basis or foundation and was never discussed at the hearing or raised with the court. There is no authority for requiring such an extreme measure. It was not asked for at the hearing, has never been raised as a possibility and frankly the subject matter of this order (old, inoperable, out of repair, and rusted equipment and trailers) does not warrant the extreme remedy suggested. Paragraph 13 should be removed.

Dated: March 13, 2020.

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/s/ Steven R. Paul

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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_____