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10TH CIRCUIT

UNITED STATE COURT OF APPEALS FOR THE TENTH CIRCUIT OFFICE OF THE
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Byron White United States Courthouse 1823 Stout Street, Denver, Colorado 80257 (303) 844-3157

RE: 21-4080, United States v, Johnson, Dist/Ag docket: 2:15-CV-00828-DN
REHEARING OF GLENDA E. JOHNSONS APPEAL

ISSUE ONE CRO

By law the Receiver can do only what the owner can do

RECEIVERSHIP AUTHORITY DERIVED FROM Fed R. Civ.P.66

A claimant: (such as a lender or mechanics lien holder, can make its case to the court at, any time, it disagrees with the actions of the receiver.) See (Practical guidance journal) (powers of receiver) 4th paragraph.

Well-crafted order can also give the lender options when it finds that maintenance of a receiver is no longer cost effective or is diminishing the value of collateral. For example, a primary tenant may vacate a property in receivership, reducing the revenue that the asset generates, or a party to the dispute may file bankruptcy, restricting the receiver's ability to manage or monetize the collateral. By placing triggers such as in the order, the court allows the lender or mechanics lien holder a codicum of control to steer the fate of the receiver and the receivership estate. While not absolute, as part of a court order, they will provide further assurances to the lenders. SEE (PROCTICAL GUIDANCE JOUNAL) 5TH PARAGRAPH.

Therefore, by law the CRO can only be iterated from the standpoint that the receiver's authority to act or the courts ability to interpret or the courts ability

to enforce or to convey or write a courts CRO must and by law only prescribe orders that would comply within the jurisdiction available to a receiver.

Therefore, there is a problem of the statement made by the receiver concerning the meaning of this statement "FREE AND CLEAR OF INTEREST". The problem is that this is not the required statement. The following is the law and the required statement, and the meaning attached to said statement:

78B-21-116 UTAH CODE

(3)

(b) Unless the agreement of sale provides otherwise, a sale under this section is:

(i) Free and clear of a lien of the person that obtained the appointment of the receiver, any subordinate lien of the person that obtained appointment of the receiver, any subordinate lien, and any right of redemption; and

(ii) SUBJECT TO A SENIOR LIEN. Statement added by me: (This means that a mechanics lien against the property that was placed on the property must be paid before the sale of the property or the property in question belongs to the lien holder ahead of the receiver.

Therefore, to interpret the meaning of the elements of the CRO they must be interrupted in light of the jurisdiction of the law governing the limits of a receiver's jurisdiction. The jurisdictional limits are described as follow:

Utah Code Section 78b-21-101 passed May 9, 2017, called UCRERA and is defined as follows:

EFFECT OF APPOINTMENT

Receiver has with respect to personnel property has a status and priority of a lien creditor under chapter 9a Utah Uniform Commercial Code with respect to real property.

Effect on after acquired property section 78B-21-110. Appointment of a receiver does not affect the validity of a pre-receiver ship security agreement to the same extent as if no receiver had been appointed.

STATUTORY LIENS

A statutory lien is automatically applied by the state. A mechanics lien is, by definition, a statutory lien. This means that the lien against the properties in question had a statutory lien placed on the property, on the day that the agreement to build the towers and install the lenses, the mechanics lien was in full force by the fact that it is a statutory lien and would automatically be applied by the state. I was given the authority to act on and in behalf of Roger Hamblin to put a notice of the lien on the property. I did not put a lien on the property. Because I was acting as an agent of Roger. For that reason, I was not able to remove that notice without permission of Roger Hamblin.

RULES OF DECISION ACT (RDA)

Rules of decision act (RDA) is a Federal statute created by Congress in 1789. The statute was Congress recognition of the conflicts that could arise between Federal and State law it States:

“The Laws of the () States, except where the constitution, treaties or statutes of the United States shall otherwise require or provide, shall be regulated as rules of decision in treaties at common law in the courts of the United States, in cases where they apply 28USC 1652.”

In other words, the statue requires that federal courts are required to apply state law in all cases except where there is an applicable federal law, Constitution provision or treaty that speaks to the issue.

In this case, jurisdiction of each issue in the respective jurisdiction that would regulate the receiver ship authority. It seems in this case Utah state law would regulate.

COOPERATION WITH RECEIVER; INJUNCTION AGAINST INTERFERENCE

In the CRO issued states (GENERAL POWERS AND DUTIES OF RECEIVER; CONTROL OVER ENTITIES.) Page 6-11. The Receiver shall have all powers, authorities, rights, and privileges heretofore possessed by the owners, members, shareholders, officers, directors, managers and general and limited partners of the Entity Receivership Defendants under applicable state and federal law, by the governing charts, bylaws articles. Or agreement in addition to all power and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28U.S.C. 754, 959, 1692 and Fed. R. Civ. P. 66, and this court. The Receiver is authorized to sue and be sued as provided in 28U.S.C. 754, 959, 1692 and Fed. R. Civ P. 66, and by this Court.

12. The receiver shall assume and control the operation of the Entity Receivership Defendants and shall pursue and preserve all their claims.

Note (PRESERVE ALL THEIR CLAIMS).

28 U.S.C. 959

- (a) Trustees, receivers or managers of any property, including debtors in possession, may be sued, without leave of the court appointing them, with respect to any of their acts or transactions in carrying on business connected with such property.**
- (b) Except as provided in section 1166 of title 11, a trustee, receiver or manager appointed in any cause pending in any court of the United States, including a debtor in possession, shall manage and operate the property in his possession as such trustee, receiver or manager according**

to the requirements of the valid laws of the State in which such property is situated, in the same manner that the owner or possessor thereof would be bound to do if in possession thereof.

Note (Shall manage and operate the property in his possession as such trustee, receiver or manager according to the requirements of the valid laws of the State in which such property is situated, in the same manner that the owner or possessor thereof would be bound to if in possession thereof.)

JURISDICTION

A federal court must generally determine whether it has jurisdiction at the outset of litigation and must always make this determination before deciding the merits of a particular case.

2. Any failure to disclose the true jurisdiction is a violation of 15 Statutes at large. For this was passed to remove the people of the United States of America from the federal citizenship under the 14th amendment. Chapter 249 (section 1), enacted July 27, 1868

3. It is the plaintiff's responsibility to prove a court has subject matter jurisdiction and where a plaintiff arbitrarily claims the court has jurisdiction, he is violating the defendant's right to due process of the law. It is, in fact, the plaintiffs' responsibility to prove, on the record that jurisdiction exists, and jurisdiction can be challenged at any time, even years later, and even collaterally, as in a private action. It is the petitioner's right to challenge jurisdiction, and it is the plaintiff/prosecutor's duty to prove it exists.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

- 1. The Equal Protection Clause of Section 1 of the Fourteenth Amendment provides that no State shall “deny to any person within its jurisdiction the equal protection of the laws.”**

The law provides that once the State and Federal Jurisdiction has been challenged, it must be proven. Main v Thboutot, 100 S. Ct. 2502(1980)

Once jurisdiction is challenged it must be proven Hagana v Lavine, 415 U.S. 533The proponent of the rule has the burden of proof Title 5 U.S.C. Sec 556(d)

Jurisdiction can be challenged at any time, even on final determination Basso v Utah Power & Light Co. 495 2nd 906 at 910.

When Jurisdiction challenges the act of Federal or State official as being illegal that official cannot simply avoid liability based on the fact that he is a public official (United States v Lee 106 U.S.196, 220,221, 1 S. CT 240, 261)

Let it be known, until such a time as written proof of jurisdiction is demonstrated and filed in the court record of this case, the Accused shall be entitled to the conclusive presumption that lawful jurisdiction is lacking in Personm and In Rem. Let this statement serve as Constructive Notice that this common law constitutional entity, in the eyes of the Law, intends to prosecute to the full extent of the Law anyone who infringes its rights as “officers of the court have no immunity, when violating a constitutional right from liability, for they know the law Owena v City of Independence, 448 U.S. 1. 100S. Ct. 2502 Hafer v Melo, 502 U.S. 21. Also see UNCAC treaty between the United States and UN. This treaty provides additional protection against Civil Liberties Violations.

I, Glenda E. Johnson, was given notice that I must dismiss the lawsuit against Wings West LLC within one day or face being arrested for civil contempt and

would be incarcerated. This court order was illegal and against my civil liberties for the following reasons. 1st there is no provision in the Utah state receivership statute that would allow any such action to take place. 2nd there is no such provision in the CRO that a precondition lien could be dismissed with prejudice. See (CRO). 3rd The property in question was not receiver ship property because it had been sold. 4th The receiver made a statement that is factually false and misleading. "The sale of the property (is) free and clear of interests...." See ORDER RE AFFIDAVIT OF NON-COMPLIANCE AGAINST GLENDA JOHNSON CIVIL No. 2:15 cv-00828-DN page 2 paragraph 4. Also see MOTION TO DISMISS WITH PREJUDICE case No 2007000008.

Therefore, there is a problem of the statement made by the receiver concerning the meaning of this statement "FREE AND CLEAR OF INTEREST". The problem is that this is not the required statement. The following is the law and the required statement, and the meaning attached to said statement:

78B-21-116 UTAH CODE

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(b) Unless the agreement of sale provides otherwise, a sale under this section is:

(i) Free and clear of a lien of the person that obtained the appointment of the receiver, any subordinate lien of the person that obtained appointment of the receiver, any subordinate lien, and any right of redemption; and

(ii) SUBJECT TO A SENIOR LIEN. Statement added by me: (This means that a mechanics lien against the property that was placed on the property must be paid before the sale of the property or the property in question belongs to the lien holder ahead of the receiver.

Therefore, to interpret the meaning of the elements of the CRO they must be interrupted in light of the jurisdiction of the law governing the limits of a receiver's jurisdiction. The jurisdictional limits are described as follow:

Utah Code Section 78b-21-101 passed May 9, 2017, called UCRERA and is defined as follows:

Therefore, the above issues are also jurisdictional and proves that they are a violation of the US constitution and violates due process. And would be considered extortion and kidnapping.

EFFECT OF APPOINTMENT

Receiver has with respect to personnel property has a status and priority of a lien creditor under chapter 9a Utah Uniform Commercial Code with respect to real property.

APPLICABLE AUTHORITIES:

Utah rule 12(h)(2) waiver of defense. (2) that, whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action.

U.S. Constitution Article 1 section 10

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment or Debts; pass

any Bill of attainder, ex post facto Law; or Law impairing the Obligation of Contracts, or grant title of Nobility.

The ruling portion that pertains to the issue at hand is Law impairing the Obligation of Contracts.

Quote from the amended Receivership Order.

General powers and duties of Receiver; control over entities. The Receiver shall have all powers, authorities, rights, and privileges heretofore possessed by the owners, members, shareholders, officers, directors, managers, and general and limited partners of the Entity Receivership Defendants under applicable state and federal law, by the governing charters, bylaws, articles, or agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959, 1692, and Fed. R. Civ. P. 66, and this Court. The Receiver is authorized to sue and be sued as provided in 28 U.S.C. §§ 754, 959, 1692, and Fed. R. Civ. P. 66, and by this Court. The Receiver shall assume and control the operation of the Entity Receivership.

(b) 28 U.S.C. 959

Except as provided in section 1166 of title 11, a trustee, receiver or manager appointed in any cause pending in any court of the United States, including a debtor in possession, shall manage and operate the property in his possession as such trustee, receiver or manager according to the requirements of the valid laws of the State in which such property is situated, in the same manner that the owner or possessor thereof would be bound to do if in possession thereof.

JURY TRIAL UTAH LAW

Demand a jury trial under Utah state jurisdiction.

Rule 38

Rule 38 jury trial of right. See also rule 38(b) any party may demand a trial by jury of any issue triable of right by a jury.

LAWS TO CONVICT FOR CIVIL CONTEMPT.

Elements of the offense of contempt 18 U.S.C. 401(3)

1. Must be a violations
2. of a clear and reasonably specific order, and
3. the violation was willful
4. *Us v Nynex Corp.* 8 F.3d 52, 54 (D.C. Cir 1993)
5. The court specifically specified limits of the order to those acts allowed an owner of the property to Utah State Law.
6. The violation of which, would affect the rights of the owner of the property.
7. Standing to bring lawsuit ask court to dismiss lack of standing no harm. And wrong court must file to remove lien in Utah state court. Lack of Federal jurisdiction.
8. Pleading may be amended once as a matter of course rule 15 (21 days)

9. need expert witness to explain clear and compare to unambiguous all 3 elements must be proven any and all interpretations of the order must be confined to the same meaning as applied to any property owner protection of property.

Mr. Kline has not provided any evidence that would conflict with my conclusions.

I contend that Mr. Kline has not provided any evidence that the receivership order contained any statement that would violate the US constitution article 1 section 10 regarding obligations of existing contracts. Therefore, from the information that I had available to me I believe then and I believe now that those obligations still exist.

There are two contracts that existed before the receivership order was given. The obligation that I represented in my lawsuit and the lease agreement which allowed me access to the property even to this day.

Mr. Kline has failed to show any evidence that would stand up in court that could be presented to a jury that would contradict my conclusions.

There is no evidence that the bill of sale encumbered me with any obligation. Nor can it be shown that I received that information.

*****I have shown that all of declarations that I gave supports my right to file the mechanic's lien. Therefore, I contend that the statement made in Mr. Kline's affidavit is false.

I contend that the court's actions can only be justified if there is conclusive undisputed evidence that no obligation for the mechanic's lien ever existed or now exists.

*****I have shown that all of the declarations that I gave supports my right to file the mechanic's lien and/or to file notice of such liens. Therefore, I contend that the statement made in Mr. Kline's affidavit is false.

I contend that the court's actions can only be justified if there is conclusive undisputed evidence that no obligation for the mechanic's lien ever existed.#####

*****I contend that the material facts did not give notice of how those contractual obligations were disposed of. No supporting evidence.

Utah mechanic's lien laws use several definitions as to what means the right to attach a lien. Partial completion, sectional completion, substantial

completion, final completion, certificate of occupancy, contracts completion date. (finde reference)

The lease agreement gave me the right to access the property see article 1 section 10 contract obligation.

Partial completion gave me the right to attach a lien. (find reference)

I have shown that I provided the work and materials asked for in the contract.

I have shown that I complied with the mechanic's liens laws. (see declaratory statement) #####

*****However, no one is allowed the jurisdiction to violate the constitution. That is what gives the power of the courts to operate. Jurisdiction can be raised at any time. I have shown that a contractual obligation is protected by article 1 section 10 of the US constitution, and I ask that those rights are protected.

Utah rule 12(h)(2) waiver of defense. (2) that, whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action. I also add that this court lacks personal jurisdiction,

A motion cannot take the place of a trial. If the motion has disputed facts according to Utah rule 38 I'm entitled to a jury trial on those issues. I contend that every motion allowed by the court violated my right to a jury trial. Therefore, the actions taken by the court violated due process.#####

Prior to August 1, 2011 U.C.A. 38-1-5 outlines mechanics lien priority was as follows:

The liens herein provided for shall relate back to and take effect as of the time of the commencement the to do work or furnish material on the ground or the structure or improvement and shall have priority over any lien, mortgage, or other encumbrances which may have attached sequentially to the time when the building or improvements or structure was commenced work began or first material was furnished on the ground.

See, Penalton v. Rymark, 2015 UT App 29, ¶9.

For the lien covering work that justifies Glenda's filing, the project in question did not require a preliminary notice because the work involved in the lien was prior to August 1, 2011.

All of the information that was requested by Mr. Kline will be furnished according to discovery rules to him on a thumb drive.

There is no proof of a stop notice being given, and in fact there was never a stop notice given to Glenda to stop work on the project as required by Mechanics lien law. (reference)

Even if there are issues with the lien, the law of "offset" allows an

otherwise barred claim to be used to defend against liability.

A preliminary notice is something added to Utah law long after the work began in this matter. When the work was done beginning in January 4, 2004, the lien rights vested under the then existing law. Any work done before the statute requiring a preliminary notice cannot be affected by the change in law. (See article 1 section 10 U,S constitution.)

Therefore, since the project began before the law changed on August 1, 2011, no preliminary notice was required or can be required.

Work performed was and is considered much greater than the \$9 million asked for in the previous mechanics lien not including interest. The work was and is ongoing. There was not, and I have not received, a stop notice at any time for the project. Mechanics lien statute requirement to file must be filed 180 days after stop notice is received. My notice against the project has been legally filed on the project in question. Filing date therefore was within the time required by mechanics lien statutes.

REASONS FOR GRANTING THE WRIT

I This Court Should Exercise Its Power to Grant Review Before Judgment.

For several reasons, the circumstances of this case make appropriate for granting plaintiffs request for proof of jurisdiction.

First, the case presents issues of fundamental importance. I. concerns important constitutional and civil rights, and the resolution of these issue will almost certainly have effects that extend far beyond the parties to this case.

Second, the Court knows, it is the plaintiff's responsibility to prove the court has subject matter jurisdiction, and where a judge arbitrarily claims the court has jurisdiction. He is violating the defendant's right to due process of the law. It is, in fact, the Court responsibility to prove, on the record, that jurisdiction exists, and jurisdiction can be challenged at any time even years later, and even,

collateral, as in a private civil lawsuit. The respondent herein was given the opportunity to put forth the facts of jurisdiction on the record but acquiesced by not responding. Therefore, the statements that I made pertaining to jurisdiction by the court must assume that the facts presented to the court are true. And that the plaintiffs in this case are barred by collateral estoppel from changing their position in this court or any other judicial proceedings.

The law provides that once State and Federal jurisdiction has been challenged, it must be proven. Main v Thiboutot, 100 S. Ct. 2502(1980)

In this instance the court rulings have at least two jurisdictional issues. First the appeal court made a ruling that was not heard on the merits of the district court. The only issue from the district court was for a default judgment for me not filing a timely reply to the allegations presented to the court by the plaintiff. However, in my appeal statement I said that I had complied and had filed a timely reply. Therefore, the only issue that was before that could be ruled upon by the appeal court was to adjudicate for the plaintiff would be that I had not filed a timely reply. Any other action of the appeal court for the plaintiff would be done without jurisdiction and therefore would be void.

However, I (being the defendant) could raise jurisdictional issues at any time including for the first time on appeal.

Therefore, the second jurisdictional issue has to do with the original trial that I was not part of. Therefore, I have the right of that court's decision in this forum and other forums including a collateral attack in another civil case, to challenge that court's jurisdiction. I can also have a federal criminal case be brought if I can show that the laws of Federal law was broken or the laws of the treaty signed by the Senate such as the UNCAC.

According to the law jurisdictional issues must be addressed and proven by the plaintiff before any other rulings can be made by the appeal court. . Cite

(#####). This was not done by the appeal court therefore, the appeal court rulings are void by the above mentioned statements of fact.

CONCLUSION

For the foregoing reasons, Glenda E. Johnson respectfully request the Court to grant her petition for Rehearing.

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

Glenda E. Johnson
Signature

April 19, 2022
Date:

Glenda E. Johnson
PO Box 95332
South Jordan, Utah 94095
801-369-5951
glendaejohnson@hotmail.com

CERTIFICATE OF SERVICE

I hereby certify that I served true and correct copies of the foregoing **NOTICE OF Rehearing of GLENDA E. JOHNSON APPEAL** Via first class mail, postage prepaid, or email on the following:

Jeffery A. Balls
101 South 200 East, Suite 700
Salt Lake City, UT 84111

On this 19th day of April, 2022

Glenda E. Johnson

Glenda E. Johnson
PO Box 95332
South Jordan, UT 84095
801-369-5951
glendaejohnson@hotmail.com

EXHIBIT 1

**ORDER REFERENCE:
AFFIDAVIT OF NONCOMPLIANCE
AGAINST GLENDA E. JOHNSON**

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

UNITED STATES OF AMERICA,

Plaintiff,

v.

RAPOWER-3, LLC; INTERNATIONAL
AUTOMATED SYSTEMS, INC.; LTB1,
LLC; R. GREGORY SHEPARD; NELDON
JOHNSON; and ROGER FREEBORN,

Defendants.

**ORDER RE: AFFIDAVIT OF NON-
COMPLIANCE AGAINST GLENDA
JOHNSON**

Civil No. 2:15-cv-00828-DN

District Judge David Nuffer

R. Wayne Klein, the Court-Appointed Receiver (“Receiver”), filed an Affidavit of Non-Compliance against Glenda Johnson pursuant to paragraph 43 of the Corrected Receivership Order seeking an order requiring the dismissal of a lawsuit and the release of two liens filed by Glenda Johnson.¹ The Court has reviewed the Affidavit of Non-Compliance and considered the testimony, exhibits, and arguments made during the contempt proceedings on April 26, May 3, and May 28, 2019 and January 23 and February 25, 2020. Based thereon and for good cause appearing, relief relating to property liens requested in the Affidavit of Non-Compliance and in proceedings arising from the United States’ motion for additional contempt sanctions is GRANTED as set forth below and the following facts are entered.

¹ Docket No. 888, filed March 20, 2020. The Receiver sought release of a third lien in connection with the United States’ motion for additional contempt sanctions. Docket No. 754, filed August 21, 2019.

I. Findings of Fact

1. On October 31, 2018, the Court took exclusive possession “of all assets, of whatever kind and wherever situated, of Defendant[] . . . International Automated Systems Inc. (“IAS”) . . .” and appointed Wayne Klein Receiver over the Receivership Estate.²

2. The Corrected Receivership Order authorized the Receiver “to take immediate possession of all real property of the Receivership Defendants . . .”³

Tower Property Lien and Wings West Lawsuit

3. Real property in Millard County, Utah owned by IAS with assessor parcel number HD-4658-1 was specifically identified as property that was under the immediate and exclusive control of the Receiver.⁴ This property is the location of the original solar towers that were constructed by IAS (“Tower Property”).

4. Pursuant to Court authority, the Receiver sold the Tower Property to Wings West L.C. at a public auction on July 18, 2019.⁵ The sale closed on August 5, 2019.⁶ The Sale Order expressly provided: “The sale of the Property [is] free and clear of interests . . .”⁷

5. On August 15, 2019, ten days after the sale closed on the Tower Property, Glenda Johnson filed a lien in the amount of \$9 million against the Tower Property (“Tower Property Lien”).⁸

² Receivership Order, Docket No. 490, filed on October 31, 2018, ¶¶ 2, 3. The Corrected Receivership Order, Docket No. 491, filed on November 1, 2018, corrected formatting errors of the Receivership Order.

³ *Id.* at ¶ 20.

⁴ *Id.* at ¶ 20(w).

⁵ Docket No. 689, filed June 6, 2019.

⁶ See Receiver’s Notice of Sale Results, Docket No. 743, filed August 5, 2019.

⁷ Docket No. 689, filed June 6, 2019.

⁸ See Docket No. 888 ¶¶ 9, 20-21, 24. The Tower Property Lien is included in Exhibit B to the Affidavit of Non-Compliance as part of the Complaint filed by Glenda Johnson against Wings West described below. Docket No. 888-2.

6. The Tower Property Lien includes an exhibit that states “This was IAS property. The Receiver sold it July 19 at auction 2019. The appeal was to be on September 25, 2019. He is jumping the gun in selling off assets before the appeal is heard.”⁹

7. On February 10, 2020, Glenda Johnson filed a lawsuit against Wings West LC in the Fourth District Court of Utah for Millard County, case number 200700008 (“Wings West Lawsuit”).¹⁰

8. The Wings West Lawsuit seeks to recover \$9 million under the Tower Property Lien.¹¹

Millard County Lien

9. On December 19, 2019, Glenda Johnson filed a lien in the amount of \$30 million against 15 properties titled in her name in Millard County, Utah (“Millard County Lien”).¹²

10. The Millard County Lien states “The receiver Wayne Klein threatens to sell these parcel. The receiver Wayne Klein was appointed by a court order and that order is on appeal. The order is likely to be reversed and the receiver’s authority removed. The receiver is jumping the gun in wanting these assets before the appeal has been decided by the court of appeals.”¹³

11. Glenda Johnson admitted that her purpose in filing the Millard County Lien was to hinder the Receivership.¹⁴

⁹ Docket No. 888-2.

¹⁰ See Docket No. 888-2.

¹¹ *Id.*

¹² A copy of the Millard County Lien is attached as Exhibit A to the Affidavit of Non-Compliance and was admitted at the February 25, 2020 hearing as Exhibit 2160. Docket No. 888-1. All 15 Millard County properties were specifically identified in the Corrected Receivership Order. See Docket No. 491 ¶ 20.

¹³ Docket No. 888-1.

¹⁴ Jan. 23, 2020 Tr. 162:23-163:1.

12. On April 23, 2020, the Court granted the Receiver's motion for turnover of certain funds and real property titled in the name of Glenda Johnson ("Motion for Turnover").¹⁵ In a forthcoming order, Glenda Johnson will be required to turn over to the Receiver 11 of the 15 Millard County properties to the Receiver.¹⁶

Payson Lien

13. On December 19, 2019, Glenda Johnson filed a lien in the amount of \$2 million against a property in Payson, Utah titled in her name ("Payson Lien").¹⁷

14. The Payson Lien states "The receiver Wayne Klein threatens to sell this parcel. The receiver Wayne Klein was appointed by a court order and that order is on appeal. The order is likely to be reversed and the receiver's authority removed. The receiver is jumping the gun in wanting these assets before the appeal has been decided by the court of appeals."¹⁸

15. Pursuant to the Court granting the Motion for Turnover, Glenda Johnson will be required to turn over the Payson property to the Receiver.¹⁹

Texas Lien

16. On January 14, 2020, a lien in the amount of \$10 million was filed by Glenda Johnson against property in Howard County, Texas titled in the name of the N.P. Johnson Family Limited Partnership ("Texas Lien").²⁰

¹⁵ Docket No. 916.

¹⁶ See *id.* (instructing the Receiver to prepare a proposed order with detailed findings and conclusions granting the motion for turnover).

¹⁷ See Docket No. 888 ¶¶ 20-21. The Payson Lien is attached as Exhibit C to the Affidavit of Non-Compliance. Docket No. 888-3. The Payson property was listed in the Corrected Receivership Order. Docket No. 491 ¶ 20(y).

¹⁸ Docket No. 888-3.

¹⁹ Docket No. 916.

²⁰ See Docket No. 888 ¶ 24. This lien was marked at the contempt hearing as Exhibit 2171. It is identified as Exhibit D in the Affidavit of Non-Compliance. Docket No. 888-4. The property in Howard County, Texas is listed in the Corrected Receivership Order. Docket No. 491 ¶ 20(cc)-(dd).

17. The Texas Lien states “The receiver Wayne Klein threatens to sell this parcel. The receiver Wayne Klein was appointed by court order and that order is on appeal. The order is likely to be reversed and the receiver’s authority removed. The receiver is jumping the gun in wanting these assets before the appeal has been decided by the court of appeals.”²¹

18. On May 3, 2019, exclusive control over the N.P. Johnson Family Limited Partnership was granted to the Receiver.²²

19. The Receiver did not grant Glenda Johnson the authority to file the Texas Lien in the name of the N.P. Johnson Family Limited Partnership.²³

20. Pursuant to Court authority, the Receiver sold the Howard County, Texas property at a public auction on April 7, 2020.²⁴

The Liens and the Lawsuit Violate the Corrected Receivership Order

21. Glenda Johnson violated the Corrected Receivership Order by filing the Tower Property Lien, Millard County Lien, Payson Lien, Texas Lien, and the Wings West Lawsuit.

22. Specifically, the Corrected Receivership Order restrains and enjoins “all persons receiving notice of this Order . . . from directly or indirectly taking any action or causing any action to be taken without the express written agreement of the Receiver, which would interfere with or prevent the Receiver from performing his duties”²⁵

23. Moreover, The Order specifically prohibits:

Interfere[nce] with the Receiver’s efforts to take control, possession, or management of any Receivership Property. Such prohibited actions include . . . executing or issuing . . . any court attachment, subpoena, replevin, execution, or

²¹ Docket No. 888-4.

²² Docket No. 636, filed May 3, 2019.

²³ Docket No. 888 ¶ 27.

²⁴ Notice of Sale Results, Docket No. 915, filed April 21, 2020.

²⁵ Docket No. 491 ¶ 25.

other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property.²⁶

24. The Corrected Receivership Order also prohibits those with notice of the Order from any actions that would “diminish the value of any Receivership Property,”²⁷ “[i]nterfere with or harass the Receiver,”²⁸ or “[h]inder, obstruct, or otherwise interfere with the Receiver in the performance of his duties.”²⁹

25. Glenda Johnson received notice of the Corrected Receivership Order in 2018.³⁰

II. Order

For the reasons stated above, and in the Affidavit of Non-Compliance, **IT IS HEREBY ORDERED THAT:**

1. Glenda Johnson shall dismiss the West Wings Lawsuit with prejudice within one day of the entry of this order.
2. Glenda Johnson shall release the Payson Lien, the Texas Lien, and the Millard County Lien within three days of the entry of this order.
3. Glenda Johnson is prohibited from asserting any lien against or initiating any litigation in any form relating to any real property identified in the Corrected Receivership Order without prior approval of the Court or express written permission by the Receiver.

²⁶ *Id.* at ¶ 35(a).

²⁷ *Id.* at ¶ 35(c).

²⁸ *Id.* at ¶ 35(d).

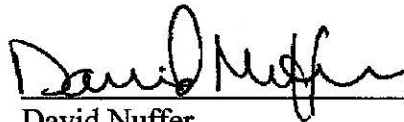
²⁹ *Id.* at ¶ 35(b).

³⁰ See Receiver’s Exhibit 2163. This exhibit was received by the Court at the contempt hearing on February 25, 2020 (Tr. 17:9 – 17:13).

4. If Glenda Johnson fails to dismiss the West Wings Lawsuit with prejudice or fails to release the liens as described above, a bench warrant shall be issued for her arrest and her incarceration shall continue until the West Wings Lawsuit is dismissed and the liens are released.

Signed May 5, 2020

BY THE COURT:

A handwritten signature in black ink, appearing to read "David Nuffer", written over a horizontal line.

David Nuffer
United States District Judge

EXHIBIT 2

MOTION TO DISMISS WITH PREJUDICE

FILED

MAY 05 2020

4TH DISTRICT
STATE OF UTAH
MILLARD COUNTY

Glenda E. Johnson (pro se)
11404 South 5825 West
Payson, Utah 84651
Telephone: (801) 369-5951
Email: glendaejohnson@hotmail.com

Pro Se Plaintiff

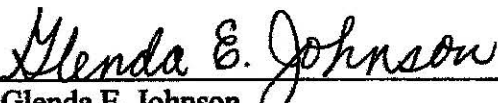
IN THE FOURTH JUDICIAL DISTRICT COURT
FOR MILLARD COUNTY, STATE OF UTAH

<p>GLEND A E. JOHNSON,</p> <p>Plaintiff,</p> <p>vs.</p> <p>WINGS WEST LC,</p> <p>Defendant.</p>	<p>MOTION TO DISMISS WITH PREJUDICE</p> <p>Case No. 2007000008</p> <p>Judge Anthony Howell</p>
<p>WINGS WEST, LC</p> <p>Counterclaim Plaintiff,</p> <p>vs.</p> <p>GLEND A E. JOHNSON,</p> <p>Counterclaim Defendant.</p>	

Comes now Plaintiff and Counterclaim Defendant Glenda E. Johnson and moves this court for an Order of dismissal of these proceedings based on the direction of the Hon. David Nuffer, District Court Judge in the United States District Court for the District of Utah that ordered on May 5, 2020, that Plaintiff must dismiss the West Wings Lawsuit, with prejudice within one day of the entry of the court's order, ECF Doc. No. 920, a copy of which is attached hereto.

Respectfully Submitted, this 5th day of May, 2020.

Glenda E. Johnson, Pro Se


Glenda E. Johnson

CERTIFICATE OF MAILING

I hereby certify that I caused a true and correct copy of the foregoing to be served on the following counsel of record or other interested parties and that I served the foregoing in the manner indicated:

James T. Dunn
1108 West S. Jordan Pkwy, Suite D
S. Jordan, Utah 84095
jamesdunnlaw@earthlink.net

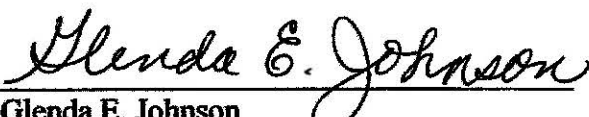
- ☐ mail
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R. Wayne Klein, Receiver
PO Box 1836
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wklein@kleinutah.com

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Michael S. Lehr, Attorney for Receiver
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Glenda E. Johnson

Glenda E. Johnson

Appellate Case: 21-4080

Document: 010110674561

Date Filed: 04/22/2022

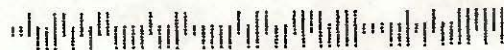
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South Jordan, UT 84905



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United States Court of Appeal

Clerk

Byron White United States Court

1823 Stout Street

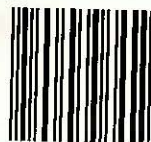
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