

December 1, 2025

***VIA ELECTRONIC FILING***

Public Service Commission of Utah  
Heber M. Wells Building, 4<sup>th</sup> Floor  
160 East 300 South  
Salt Lake City, UT 84114

Attention: Gary Widerburg  
Commission Administrator

**Re: Docket No. 25-035-58 – Formal Complaint of NWR Limited Partnership  
against Rocky Mountain Power**  
*Rocky Mountain Power’s Answer and Motion to Dismiss*

Pursuant to the Notice of Filing and Comment Period issued by the Public Service Commission of Utah on November 3, 2025, Rocky Mountain Power (“Company”) hereby submits for filing its Answer and Motion to Dismiss in the above referenced matter. Confidential Attachments A, B, C and D have been uploaded to the Commission’s SFTP site and are provided in accordance with Commission Rule R746-1-602 and 603.

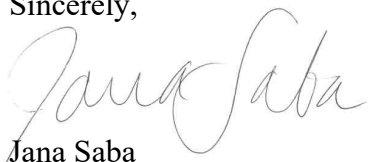
The Company respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

By E-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)  
[utahdockets@pacificorp.com](mailto:utahdockets@pacificorp.com)  
[max.backlund@pacificorp.com](mailto:max.backlund@pacificorp.com)  
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By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, OR 97232

Informal inquiries may be directed to Max Backlund, Utah Regulatory Affairs, at (801) 220-3121.

Sincerely,



Jana Saba  
Director, Regulation and Regulatory Operations

**CERTIFICATE OF SERVICE**

Docket No. 25-035-58

I hereby certify that on December 1, 2025, a true and correct copy of the foregoing was served by electronic mail to the following:

**Utah Office of Consumer Services**

Michele Beck [mbeck@utah.gov](mailto:mbeck@utah.gov)  
[ocs@utah.gov](mailto:ocs@utah.gov)

**Division of Public Utilities**

[dpudatarequest@utah.gov](mailto:dpudatarequest@utah.gov)

**Assistant Attorney General**

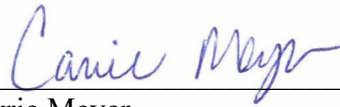
Patricia Schmid [pschmid@agutah.gov](mailto:pschmid@agutah.gov)  
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**NWR Limited Partnership**

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**Rocky Mountain Power**

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*Attorney for Rocky Mountain Power*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

Formal Complaint of NWR Limited Partnership against Rocky Mountain Power	DOCKET NO. 25-035-58 <b>ANSWER AND MOTION TO DISMISS</b>
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Pursuant to Utah Code Ann. § 63G-4-204(1) and Utah Admin. Code §§ R746-1-206, and R746-1-301, Rocky Mountain Power, a division of PacifiCorp (“Rocky Mountain Power” or the “Company”) answers the formal complaint (“Complaint”) filed by NWR Limited Partnership (“Complainant”) with the Public Service Commission of Utah (“Commission”). The Company also moves to dismiss the Complaint with prejudice because Rocky Mountain Power has not violated any provision of law, Commission order or rule, or Company tariff for which relief can be sought.

Communications regarding this Docket should be addressed to:

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### **BACKGROUND AND ANSWER TO COMPLAINANT’S ALLEGATIONS**

1. In or around May 2014, Rocky Mountain Power and Washakie Renewable Energy (“WRE”) signed an Engineering Servicing Agreement (“2014 ESA”) to build a substation and related facilities (together “Facilities”) in Plymouth, UT (the “Property”).<sup>1</sup> Parties to the 2014 ESA are: (1) Rocky Mountain Power; (2) Rachel Kingston with WRE Feed and Mill, LLC as the Facilities Owner; and (3) Berry Dixon with Block United, LLC as the Deduct Customer.

2. In or around May of 2014, Rocky Mountain Power and WRE also executed a Master Services Electric Agreement (“2014 MESA”).<sup>2</sup> The Company assumes Complainant is intending to reference this 2014 MESA when Complainant references a 2015 MESA in the Complaint; the Company only executed a MESA with WRE in 2014, not 2015.

3. The 2014 MESA included an allowance and contract minimum billing for the Company to recover the cost of the Facilities over a 10-year period. From 2014 to present, the customer receiving power from the substation has changed several times and with each change, the Company has updated the “account holder.”

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<sup>1</sup> Confidential Attachment A – 2014 ESA.

<sup>2</sup> Confidential Attachment B – 2014 MESA.

4. On or around June 1, 2015, WRE set up service at the Property under Rocky Mountain Power Service Schedule No. 9 – General Service-High Voltage.<sup>3</sup>

5. On or around April 1, 2018, WRE’s account at the Property was transferred when WRE Feed and Mill, LLC set up service at the Property.

6. On or around May 18, 2018, at the Customer’s request, the Company and the customer executed a Deduct Agreement.<sup>4</sup> Parties to the Deduct Agreement are (1) Rocky Mountain Power, and (2) Isaiah Kingston, CFO for WRE Feed and Mill, and (3) Barry S. Dixon, CEO of Block United. Rachel Kingston was listed as the Project Manager with WRE Feed and Mill, LLC on behalf of Washakie Renewable Energy, LLC.

7. On or around October 12, 2018, WRE Feed and Mill’s service was transferred when NWR Limited Partnership (“NWR”) set up service at the Property. According to the Company’s records, NWR’s request for service was submitted by Rachel Kingston.

8. On or around September 19, 2019, Rocky Mountain Power and NWR executed a Master Electric Service Agreement (referred to as the “2019 MESA” in the Complaint).<sup>5</sup> Parties to this contract were NWR and Rocky Mountain Power.

9. The purpose of the 2019 MESA was to reduce the load under the 2014 MESA, as requested by NWR. While the 2019 MESA covered NWR’s adjustment in power, it also served as a supplemental agreement to the 2014 ESA for building the Facilities and the 2014 MESA, for which NWR assumed when the service was transferred to NWR and NWR ratified the 2014 MESA through payments.

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<sup>3</sup> Rocky Mountain Power Electric Service Schedule No. 9 – General Service - High Voltage: [009\\_General\\_Service\\_High\\_Voltage.pdf](#)

<sup>4</sup> Confidential Attachment C – Deduct Agreement.

<sup>5</sup> Confidential Attachment D – 2019 MESA.

10. In or around 2019 and 2020, the United States government placed restraining orders on WRE's assets.<sup>6</sup> A restraining order is part of the asset forfeiture process, which gathers assets to liquidate and pay victims back. The purpose of the post-indictment restraining order is to restrict the alleged defendant(s) and prevent the defendant(s) from getting rid of those assets. The assets are protected under the restraining order until sentencing and conviction are complete. This type of restraining order is used in federal criminal cases to preserve property or proceeds that have a nexus to the alleged criminal activity pending final disposition of the criminal case.

11. NWR made sporadic payments towards contract minimum billing under the 2014 Agreement and its payments for power under the 2019 MESA. According to the Company's records, payments were made towards NWR's account with a business checking account under the name of Washakie Renewable Energy, while NWR assumed the service from various account holders including WRE, WRE Feed and Mill, NWR, and others.

12. On or around September 13, 2024, a notice of disconnect was delivered to the Property due to nonpayment. Subsequently, on or around October 1, 2024, NWR's service was terminated, and the Company discontinued power to the Facilities on the Property due to nonpayment.

13. In 2024, the Company discovered an unauthorized power line attached to the substation, leading across Interstate 15, to the Property, and serving load to multiple residences and industrial equipment on the Property. When the Company contacted Complainant, Complainant claimed they received approval for the power line from representatives of Box Elder County.

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<sup>6</sup> Attachment E – Restraining Orders; See also Post-Indictment Restraining Orders, United States v. Kingston, et al., No. 2:18-cr-00365-JNP (D. Utah), ECF Nos. 287, 957-959.

14. The Company requested proof from Complainant of formal approvals from Box Elder County. The Company disconnected power to the substation when Complainant failed to respond or provide any proof of approval from Box Elder County.

15. Due to the unauthorized wire's risks to public safety and the suspect nature of the wire leading from the substation to the Property, the Company believes this wire constituted tampering under the Company's tariffs and unlawful use of the Company's service and facilities.

16. On or around October 10, 2024, the Company received a letter from David Kingston on behalf of NWR, requesting a change in rate classification from industrial to agricultural.

17. The Company responded to David Kingston, on or around October 28, 2024, and explained the qualifications required when applying for service under Electric Service Schedule No. 10 (Irrigation and Soil Drainage Pumping Service) and Electric Service Schedule No. 22 (Indoor Agricultural Lighting Service). The Company further explained that based on inspections the Company performed and information known by the Company, the Property does not qualify for Schedule 10 alone as the energy utilized for agricultural purposes would have to account for 75 percent of the overall usage and does not qualify for Schedule 22 because the energy that is utilized for purposes other than irrigation exceeds the 10 percent threshold. The Company offered to schedule an additional inspection once the minimum amount to reconnect is paid, and the power is restored.

18. After months of attempting to resolve this issue with Complainant, the Company again explained in a letter dated August 28, 2025 to Aaron and Lynn Kingston, that the Company is willing to reconnect service if NWR: (1) pays its outstanding balance; and (2) pays to install safe electric facilities in adherence to the Company's tariffs replacing the illegal power line the

Company discovered tapped into the substation and connected to several residences and irrigation equipment on the Property.

19. In the August 28, 2025 letter, the Company expressly stated the unauthorized power line that was tapped into the substation and running power to several homes and irrigation equipment on the Property is an illegal use of Rocky Mountain Power's service and a serious safety hazard, preventing the Company from establishing power to the area.

20. On or around September 24, 2025, NWR filed an informal complaint with the Division of Public Utilities ("DPU"), explaining some of the history, issues, and ongoing discussions between the Company and NWR.

21. On around October 15, 2025, the Company responded to DPU. The Company provided a background of the various agreements and service transfers. The Company explained that until NWR pays its outstanding balance under the 2014 MESA and pays to install safe electric facilities to residences and irrigation equipment, the Company will not resume service to the Facilities.

22. On or around October 19, 2025, NWR filed a formal complaint ("Complaint"). In the Complaint NWR makes the following requests: (1) issue an emergency order, requiring the Company to restore power to NWR immediately; (2) require the Company to install separate meters to NWR's residents, agricultural tenants, and industrial tenants; (3) issue an order requiring the Company to issue a credit to NWR equal to the outstanding amount due on NWR's account; (4) issue an order requiring the Company to issue NWR a refund for all minimum use charges assess on the bills since 2019, including a credit to apply toward future bills; (5) issue an order requiring the Company to issue NWR a refund for any other unlawful charges; and (6) declare that NWR is entitled to damages resulting from loss of power.

23. In the Complaint, NWR makes formal requests for actions to be taken by the DPU.<sup>7</sup> The Company assumes Complainant means to request the Commission take these actions. Under this assumption, the Company responds as follows:

### **MOTION TO DISMISS**

24. The Company requests that the Commission dismiss the Complaint with prejudice under Utah Rule of Civil Procedure 12(b)(6) because Complainant has failed to allege or establish that the Company has violated any applicable law, Commission rule, or Company tariff for which relief can be sought.

25. Complainant requests an order that requires the Company to restore power to NWR immediately. The Company initially disconnected Complainant's power to the property in adherence with Company tariffs. Under Rocky Mountain Power Electric Service Regulation No. 10(1), the Company may discontinue service if a non-residential customer fails to pay an unsecured bill for service.<sup>8</sup> As explained in paragraphs 8 and 9, the Company disconnected service to the Property due to Complainant's nonpayment.

26. Although the Company initially disconnected service to the Property for nonpayment, it will not restore power to the substation until the unsafe and hazardous tampering to the substation is remediated. The Company also shut off power to the substation to protect public safety and prevent further tampering of the wiring and facilities. This is consistent with Rocky Mountain Power Electric Service Regulation No. 5(3)(a), where the Company has the right to

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<sup>7</sup> Formal Complaint of NWR Limited Partnership against Rocky Mountain Power, Docket No. 25-035-58, Formal Complaint ("NWR Formal Complaint") at 5-6 (Oct. 29, 2025).

<sup>8</sup> Under Rocky Mountain Power Electric Service Regulation No. 10(1), "if a Customer violates the conditions under which the Company supplies service under the Service Agreement and these Service Regulations, or if he fails upon request from the Company to pay an unsecured bill for service, the Company may discontinue upon not less than five (5) business days advance written notice stating the cause of such discontinuance, delivered to the Customer and to the premises to which service is supplied."

disconnect service or to refuse to connect or supply service: when the Customer's wiring or facilities are in the Company's judgment unsafe or hazardous to the Customer or others found to be in violation of applicable laws, ordinances, rules or regulations.<sup>9</sup> Under Rocky Mountain Power's Electric Service Regulation No. 10(1)(d) – Termination of Service to Non-Residential Customers, the Company reserves the right to discontinue service upon notice for tampering with any service wires, meter, seal, or any other facilities of the Company.

27. Furthermore, the 2019 MESA expressly states:

“Provided, should Rocky Mountain Power at any time reasonably determine that Customer's operations pose a threat to the safety of Rocky Mountain Power's employees or the public, pose an imminent threat to the integrity of Rocky Mountain Power's electric system, or may materially interfere with the performance of Rocky Mountain Power's service obligations, Rocky Mountain Power shall attempt to provide notice to Customer that Customer must change its operations. If Customer fails to take corrective action on a timely basis, or if notice cannot be provided by Rocky Mountain Power to Customer, prior to the time when corrective action must occur, then Rocky Mountain Power may perform such work and/or take such corrective action that is necessary, including disconnection, without additional notice to Customer and without subjecting itself of any liability provided Rocky Mountain Power has acted reasonably.”

28. The Company believes that disconnecting service to the substation is appropriate due to an unauthorized power line that was unlawfully tapped into the substation, leading across Interstate 15, and connecting to multiple residences and industrial equipment on the Property as a significant safety concern. The Company is concerned about unlawful use of the Company's electric service, and more importantly, the public safety risks associated with reconnecting service to the substation.

29. Complainant requests an order requiring the Company to install the necessary infrastructure to provide separate power to residents, agricultural tenant operations, and industrial tenant operations. As stated in the Company's letter on August 28, 2025, the Company is willing

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<sup>9</sup> Rocky Mountain Power Electric Service Regulation No. 5 can be found here: [05\\_Customer's\\_Installation.pdf](#)

to restore power on two conditions: (1) the Complainant pays the outstanding balance, and (2) the current customer pays to install safe electric facilities to provide power to the irrigation equipment and residences.

30. The Company is willing to provide safe and reliable service if the Customer pays costs associated with appropriately building out facilities to serve these customers in accordance with Rocky Mountain Power's Electric Service Regulation No. 12 – Line Extensions.<sup>10</sup> Furthermore, under Rocky Mountain Power's Electric Service Regulation No. 7(4)(b), “if the Company finds that the meter has been tampered with, the Customer shall pay for such estimated usage together with the expense for restoring the Company's equipment to its normal operating conditions and correcting Company billing records.”

31. Between April 2025 and September 2025, the Company and NWR engaged in extensive discussions to resolve this matter. The Company has repeatedly informed Complainant that the Company can serve residents, agricultural tenants, and industrial tenants through separate meters; however, Complainant is responsible for the costs associated with the benefits of receiving service.

32. Complainant requests an order requiring Rocky Mountain Power: (a) issue a credit to NWR equal to the outstanding amount due on NWR's account; (b) issue a refund for all minimum use charge assessed since 2019, including all late fees, with remaining credit applied to future bills; and (c) issue a refund for any other unlawful changes that may be applied to any amount owed by NWR with application toward separation of meters. Complainant relies on a

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<sup>10</sup> The Company's breakdown of line extension costs are under Rocky Mountain Power Electric Service Regulation No. 12 – Line Extensions, which can be found here: [12 Line Extensions.pdf](#)

variety of contract theories as to why it should not be responsible for payments under the 2018 Agreement, including breach of contract and force majeure.

33. As to breach of contract, Complainant specifically states NWR was not a party to the 2014 Agreement, which covered costs associated with building the substation to provide power to the Property. However, the Company believes this is a misleading statement. Rachel Kingston was signatory to the 2014 Agreement, listed as the Facilities Owner in the 2018 Agreement, and was the individual who requested service to the Property on behalf of NWR.

34. Although Complainant claims it was not party to the 2018 Agreement, Rachel Kingston was the representative for each of the three parties to the three agreements. The Company believes Complainant continually attempts to avoid paying its bills by applying for new services under new business names, by the same individuals on the same property. As described in paragraphs 1, 3, and 5 above, Rachel Kingston was a representative for all three businesses, requesting service to the same Property from the same substation.

35. Complainant also claims that due to the integration clauses within the 2014 Agreement and 2019 MESA, the 2014 Agreement does not apply to NWR. What Complainant does not include in the Complaint, is Complainant's repeated payments toward the 2014 Agreement, for which NWR received service.

36. As the account holder and beneficiary of the electric service, the Company believes NWR is still responsible for contract minimum billing under the 2014 Agreement, for which NWR ratified when it made multiple payments for contract minimum billing under the 2014 Agreement.

37. Additionally, despite the integration clause Complainant references in the 2019 MESA, obligations of the Company's electric service regulations are incorporated in the 2019 MESA. Under Article VIII of the 2019 MESA for Jurisdiction of Regulatory Authorities,

“Rocky Mountain Power’s currently applicable, effective Electric Service Schedule, and Electric Service Regulations, are incorporated herein and by reference made a part thereof. Customer acknowledges that it is familiar with the Electric Service Schedule and Electric Service Regulations and agrees to abide by them and all amendments and changes thereto so approved by the Commission.”

38. Under Regulation No. 12, the Company may charge contract minimum billing. Regulation No. 12 is an Electric Service Regulation, as referenced in Article VIII of the 2019 MESA. Therefore, Complainant is obligated to adhere to Company schedules and regulations, which includes contract minimum billing under Regulation No. 12.

39. Through no fault of the Company, the customer(s) taking service at the Property, specifically through the Facilities and correlating 2014 ESA, has changed many times over the last 10 years. The Company accommodated those changes and continued to provide the electric service until late 2024 when NWR stopped paying its electric bill under the 2019 Agreement.

40. Complainant claims it is entitled to a refund or a credit for payments made toward minimum contract billing. However, Complainant fails to provide any evidence that the Company’s billing practices are incorrect or that the Company did not bill Complainant in accordance with the Company’s tariffs or rules for service provided.

41. Complainant claims that under Schedule No. 9’s Force Majeure provisions, the force majeure event “excuses NWR from liability for all amounts not paid which is still outstanding on the account today.”<sup>11</sup> However, the Company believes Complainant incorrectly applies Schedule No. 9’s force majeure to the 2019 MESA. Complainant argues that events triggered claims of contractual force majeure when the government placed restraining orders on WRE in 2019 and 2020. The restraining orders stem from criminal conduct by business members of WRE, for which the United States government prosecuted. The restraining orders resulting from

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<sup>11</sup> NWR Formal Complaint at 5.

the prosecution were not “beyond the reasonable control” of NWR, and in fact were the cause of NWR’s and others’ actions.

42. A restraining order resulting from criminal activity which seizes the assets of the Complainant does not relieve the Complainant of its obligation to pay its energy bill. While the language in Schedule 9’s Force Majeure provision states a “(b) restraining order, injunction or similar decree of any court” is a triggering event for this provision, this refers to such an order that would directly prevent the Company from providing power or that specifically states that a customer should not pay for service. A forfeiture from a restraining order does not relieve contractual obligations between a defendant and third parties. The purpose of 21 § 853(e)(1)(A) restraining order is to preserve assets and assure the availability of property pending disposition of the criminal case.<sup>12</sup> Therefore, the Company does not believe that criminal fraudulent activity of a tenant is sufficient grounds for claim force majeure excusing NWR from their obligations under the MESAs.

43. Finally, NWR requests a declaration “that NWR is entitled to damages resulting from the loss of power, in an amount to be determined before the Utah Division of Public Utilities.”<sup>13</sup> Complainant fails to provide evidence that the Company has incorrectly billed Complainant for services Complainant used. The Company billed Complainant correctly, per the 2014 Agreement, 2014 MESA, and 2019 MESA, Company tariffs and rules.

44. In addition to disconnecting service for nonpayment, the Company disconnected service for the unlawful and unsafe tampering of the Facilities. The Company’s continued request for Complainant to pay the outstanding balance and pay to install safe electric facilities to provide

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<sup>12</sup> United States v. Jones, 160 F.3d 641, 647 (10<sup>th</sup> Cir. 1998).

<sup>13</sup> NWR Formal Complaint, at 5.

power to the Property are reasonable conditions to resume service and provide power to the Property.

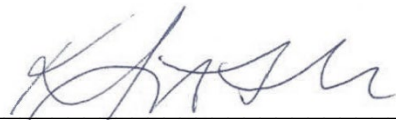
45. The Company requests the Commission dismiss the Complaint with prejudice because the Company has not violated any provision of law, Commission order or rule, or Company tariff for which relief can be sought.

### **CONCLUSION**

46. For the foregoing reasons, the Company respectfully requests that the Commission dismiss the Complaint with prejudice.

Dated this 1<sup>st</sup> day of December 2025,

ROCKY MOUNTAIN POWER



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Katherine Smith  
1407 West North Temple, Suite 320  
Salt Lake City, Utah 84116  
Telephone No. (435) 776-6980

*Attorney for Rocky Mountain Power*

ATTACHMENTS A – D  
ARE CONFIDENTIAL AND PROVIDED  
UNDER SEPARATE COVER

## ATTACHMENT E

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

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UNITED STATES OF AMERICA,

Plaintiff,

vs.

JACOB ORTELL KINGSTON, et al.,

Defendants.

**UNDER SEAL**

**POST-INDICTMENT RESTRAINING  
ORDER PURSUANT TO 21 U.S.C. §  
853(e)(1)(A)**

Case No. 2:18-cr-00365-JNP-BCW

District Judge Jill N. Parrish

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**I. BACKGROUND**

The Government has made an *ex parte* application to the court, pursuant to 21 U.S.C. § 853(e)(1)(A), for a restraining order to preserve the availability of certain property that the Government seeks to forfeit in this case.<sup>1</sup> Upon consideration of the application and a supplemental *ex parte* memorandum filed by the Government at the request of the court, it appears that there is reasonable cause to enter a restraining order to preserve the property described in Exhibit A (hereinafter “Subject Property”) for forfeiture based upon the following:

1. A federal grand jury for this district returned a Second Superseding Indictment charging defendants with multiple crimes, including a conspiracy to commit mail fraud in violation of 18 U.S.C. § 1341. Docket No. 135. The indictment also charged defendants with a money

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<sup>1</sup> Although 21 U.S.C. § 853(e)(1)(B) requires notice and a hearing on an application for a restraining order prior to the filing of indictment or information, subsection A of the same provision, which governs applications for restraining orders once an indictment or information has been returned in a criminal case, does not contain these same requirements.

laundering conspiracy that included transferring and causing to be transferred “Mail Fraud Scheme proceeds from Washakie’s bank accounts to third parties for the purposes of . . . expanding and building out Washakie’s facilities in Plymouth, Utah.” *Id.* at 31-32.

2. The Second Superseding Indictment contains a notice that the Subject Property is subject to forfeiture “as property, real or personal, that constitutes or is derived from proceeds traceable to the conspiracy” and as property involved in money laundering or traceable to such violations. *Id.* at 56-58.

3. The grand jury specifically found:

probable cause to believe that the listed defendants have committed the crimes specified in the above forfeiture notice and that the above properties [including the Plymouth Plant] listed for forfeiture are 1) constituted or derived from proceeds traceable to the mail fraud conspiracy, or 2) connected to the money laundering crimes as property involved in such crimes or property traceable to the property involved in such crimes.

*Id.* at 60.

4. On July 19, 2019, Defendants Jacob Ortell Kingston and Isaiah Elden Kingston pled guilty to, among other charges, conspiracy to commit mail fraud that involved fraudulently obtaining over \$500 million from fuel tax credits and conspiracy to comment money laundering. Jacob Ortell Kingston Plea Agreement (“JOK Plea”), Docket No. 439; Isaiah Elden Kingston Plea Agreement (“IEK Plea”), Docket No. 445.

5. Defendant Jacob Kingston specifically admitted in his plea agreement that:

[Count 25] From April 2013 through December 2015, I agreed with co-defendant Isaiah Kingston to both spend some of our portion of the fraud proceeds in building up and supporting WRE, and Order-related entities, and in some instances, to do so in concealed manners.

JOK Plea at 10.

6. Defendant Isaiah Kingston admitted to the same conduct.

From April 2013 through December 2015, I agreed with co-defendant Jacob Kingston to both spend some of our portion of the fraud proceeds in building up and supporting WRE, and Order-related entities, and in some instances, to do so in concealed manners.

IEK Plea at 9.

7. In addition, both defendants admitted in their plea agreements the following:

I admit that the majority of the transferred funds from Washakie or UFS to Order-related entities were not through bona fide purchases for value. Specifically, I do not contest that approximately \$30 million in proceeds traceable to the mail fraud scheme or money laundering schemes to which I am pleading guilty were not bona fide purchases for value. I will not contest the United States' tracing of proceeds of the mail fraud scheme and/or proceeds involved in the money laundering schemes from Washakie and/or UFS to the properties listed in Exhibit A. In addition, I do not contest that Washakie and/or UFS used false and/or inflated invoices to give the false appearance that transfers of mail fraud scheme and/or proceeds involved in the money laundering schemes were bona fide purchases for value.

JOK Plea at 14; IEK Plea at 15.

8. The Subject Property for which the order is sought is subject to forfeiture under 18 U.S.C. §§ 981(a)(1)(C) and/or 982(a)(1) as the proceeds of the Plymouth Plant as result of guilty pleas entered by Defendants Jacob Kingston and Isaiah Kingston.

9. Any third-party claims to the Subject Property may be properly brought and resolved in ancillary proceedings conducted by this court following the execution of a Preliminary Order of Forfeiture in accordance with the provisions of federal forfeiture law.

10. This court has jurisdiction to enter this order pursuant to 21 U.S.C. § 853(e)(1) as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

## II. ORDER

THEREFORE, IT IS HEREBY ORDERED AND DECREED:

Effective immediately, American Chemical, Matt Gustafson Jr., and/or Matt Gustafson Sr., and its agents, servants, employees, attorneys and those persons in active concert or participation with them, and all persons and entities with knowledge of this Order, and those persons, financial institutions, or entities who have any interest or control over the Subject Property, are hereby:

RESTRAINED, ENJOINED, AND PROHIBITED, without prior approval of this court and upon notice to the Government and an opportunity for the Government to be heard, from attempting or completing any action that would affect the availability or value of the Subject Property, including but not limited to, directly or indirectly, selling, transferring, assigning, pledging, distributing, encumbering, leasing, renting, wasting, secreting, depreciating, damaging, hypothecating or in any way diminishing the value of, or cause anyone else to do so, the Subject Property.

IT IS FURTHER ORDERED that American Chemical, Matt Gustafson Sr., and/or Matt Gustafson Jr., shall transfer to the United States Treasury any payments related to the Subject Property that would otherwise be paid to NWR Limited Partnership. Within one week of this order, American Chemical, Matt Gustafson Jr., and/or Matt Gustafson Sr., shall contact Special Agent Tiffany Lowe with IRS Criminal Investigation at (702) 351-9999 to receive payment routing instructions. American Chemical, Matt Gustafson Jr., and/or Matt Gustafson Sr., will notify the United States Attorney's Office of the date and amount of each payment within three days of such payments at the following email addresses: [cy.castle@usdoj.gov](mailto:cy.castle@usdoj.gov) and [ianeta.misa@usdoj.gov](mailto:ianeta.misa@usdoj.gov).

IT IS FURTHER ORDERED that American Chemical, Matt Gustafson Sr., and/or Matt Gustafson Jr., and NWR Limited Partnership shall provide to the United States Attorney's Office for the District of Utah all documentation related to the Subject Property within seven days of this order.

IT IS FURTHER ORDERED that American Chemical Matt Gustafson Sr., and Matt Gustafson Jr., and NWR Limited Partnership shall provide to the United States Attorney's Office for the District of Utah an accounting of all payments American Chemical, Matt Gustafson Sr., and Matt Gustafson Jr., has made and NWR Limited Partnership shall provide an accounting of all payments received from American Chemical, Matt Gustafson Sr., and/or Matt Gustafson Jr., related to the Subject Property within seven days of this order.

IT IS FURTHER ORDERED that the United States Treasury shall hold any payments it receives related to this order in a seized asset account until further order of the court.

IT IS FURTHER ORDERED that, during the pendency of this matter, the Internal Revenue Service and the United States Attorney's Office for the District of Utah are entitled to enforce the debt described in Exhibit A. During the pendency of this matter, NWR Limited Partnership is not entitled to enforce the debt described in Exhibit A.

IT IS FURTHER ORDERED that the Government or any Subject of this Order may seek modifications of this Order if deemed necessary by them to preserve their interest in the Subject Property.

IT IS FURTHER ORDERED that any Subject of this Order shall be permitted to execute a satisfactory performance bond pursuant to 21 U.S.C. § 853(e)(1) as an alternative to the restraint

of the Subject Property. After notice to the Government and an opportunity to be heard, the court shall determine whether any proposed bond is a satisfactory performance bond.

IT IS FURTHER ORDERED that the IRS or a designee shall serve a copy of this Order upon American Chemical, Matt Gustafson Sr., Matt Gustafson Jr., and NWR Limited Partnership as soon as practicable and shall make a return thereon reflecting the date and time of service.

THIS RESTRAINING ORDER shall remain in full force and effect until further order of this court.

Entered this 23<sup>rd</sup> day of April, 2020.

BY THE COURT:



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Jill N. Parrish  
United States District Judge

**Exhibit A**

The property subject to the court's restraining order is described as all lease payments owed to NRW Limited Partnership by American Chemical, Matt Gustafson Jr., and/or Matt Gustafson Sr., representing the lease payments American Chemical, Matt Gustafson Jr., and/or Matt Gustafson Sr., owes to NRW Limited Partnership to lease the Plymouth Plant and crush plant at 7550 West 24000 North Plymouth, Utah.

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

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UNITED STATES OF AMERICA,

Plaintiff,

vs.

JACOB ORTELL KINGSTON, et al.,

Defendants.

**UNDER SEAL**

**POST-INDICTMENT RESTRAINING  
ORDER PURSUANT TO 21 U.S.C. §  
853(e)(1)(A)**

Case No. 2:18-cr-00365-JNP-BCW

District Judge Jill N. Parrish

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**I. BACKGROUND**

The Government has made an *ex parte* application to the court, pursuant to 21 U.S.C. § 853(e)(1)(A), for a restraining order to preserve the availability of certain property that the Government seeks to forfeit in this case.<sup>1</sup> Upon consideration of the application and a supplemental *ex parte* memorandum filed by the Government at the request of the court, it appears that there is reasonable cause to enter a restraining order to preserve the property described in Exhibit A (hereinafter “Subject Property”) for forfeiture based upon the following:

1. A federal grand jury for this district returned a Second Superseding Indictment charging defendants with multiple crimes, including a conspiracy to commit mail fraud in violation of 18 U.S.C. § 1341. Docket No. 135. The indictment also charged defendants with a money

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<sup>1</sup> Although 21 U.S.C. § 853(e)(1)(B) requires notice and a hearing on an application for a restraining order prior to the filing of indictment or information, subsection A of the same provision, which governs applications for restraining orders once an indictment or information has been returned in a criminal case, does not contain these same requirements.

laundering conspiracy that included transferring and causing to be transferred “Mail Fraud Scheme proceeds from Washakie’s bank accounts to third parties for the purposes of . . . expanding and building out Washakie’s facilities in Plymouth, Utah.” *Id.* at 31-32.

2. The Second Superseding Indictment contains a notice that the Subject Property is subject to forfeiture “as property, real or personal, that constitutes or is derived from proceeds traceable to the conspiracy” and as property involved in money laundering or traceable to such violations. *Id.* at 56-58.

3. The grand jury specifically found

probable cause to believe that the listed defendants have committed the crimes specified in the above forfeiture notice and that the above properties [including the Plymouth Plant] listed for forfeiture are 1) constituted or derived from proceeds traceable to the mail fraud conspiracy, or 2) connected to the money laundering crimes as property involved in such crimes or property traceable to the property involved in such crimes.

*Id.* at 60.

4. On July 19, 2019, Defendants Jacob Ortell Kingston and Isaiah Elden Kingston pled guilty to, among other charges, conspiracy to commit mail fraud that involved fraudulently obtaining over \$500 million from fuel tax credits and conspiracy to comment money laundering. Jacob Ortell Kingston Plea Agreement (“JOK Plea”), Docket No. 439; Isaiah Elden Kingston Plea Agreement (“IEK Plea”), Docket No. 445.

5. Defendant Jacob Kingston specifically admitted in his plea agreement that:

[Count 25] From April 2013 through December 2015, I agreed with co-defendant Isaiah Kingston to both spend some of our portion of the fraud proceeds in building up and supporting WRE, and Order-related entities, and in some instances, to do so in concealed manners.

JOK Plea at 10.

6. Defendant Isaiah Kingston admitted to the same conduct.

From April 2013 through December 2015, I agreed with co-defendant Jacob Kingston to both spend some of our portion of the fraud proceeds in building up and supporting WRE, and Order-related entities, and in some instances, to do so in concealed manners.

IEK Plea at 9.

7. In addition, both defendants admitted in their plea agreements the following:

I admit that the majority of the transferred funds from Washakie or UFS to Order-related entities were not through bona fide purchases for value. Specifically, I do not contest that approximately \$30 million in proceeds traceable to the mail fraud scheme or money laundering schemes to which I am pleading guilty were not bona fide purchases for value. I will not contest the United States' tracing of proceeds of the mail fraud scheme and/or proceeds involved in the money laundering schemes from Washakie and/or UFS to the properties listed in Exhibit A. In addition, I do not contest that Washakie and/or UFS used false and/or inflated invoices to give the false appearance that transfers of mail fraud scheme and/or proceeds involved in the money laundering schemes were bona fide purchases for value.

JOK Plea at 14; IEK Plea at 15.

8. The Subject Property for which the order is sought is subject to forfeiture under 18 U.S.C. §§ 981(a)(1)(C) and/or 982(a)(1) as the proceeds of the Plymouth Plant as result of guilty pleas entered by Defendants Jacob Kingston and Isaiah Kingston.

9. Any third-party claims to the Subject Property may be properly brought and resolved in ancillary proceedings conducted by this court following the execution of a Preliminary Order of Forfeiture in accordance with the provisions of federal forfeiture law.

10. This court has jurisdiction to enter this order pursuant to 21 U.S.C. § 853(e)(1) as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

## II. ORDER

THEREFORE, IT IS HEREBY ORDERED AND DECREED:

Effective immediately, Big West Oil LLC and its agents, servants, employees, attorneys and those persons in active concert or participation with them, and all persons and entities with knowledge of this Order, and those persons, financial institutions, or entities who have any interest or control over the Subject Property, are hereby:

RESTRAINED, ENJOINED, AND PROHIBITED, without prior approval of this Court and upon notice to the Government and an opportunity for the Government to be heard, from attempting or completing any action that would affect the availability or value of the Subject Property, including but not limited to, directly or indirectly, selling, transferring, assigning, pledging, distributing, encumbering, leasing, renting, wasting, secreting, depreciating, damaging, hypothecating or in any way diminishing the value of, or cause anyone else to do so, the Subject Property.

IT IS FURTHER ORDERED that Big West Oil shall transfer to the United States Treasury any payments related to the Subject Property that would otherwise be paid to US Train and Rail, LLC and/or NWR Limited Partnership. Within one week of this order, Big West Oil shall contact Special Agent Tiffany Lowe with IRS Criminal Investigation at (702) 351-9999 to receive payment routing instructions. Big West Oil will notify the United States Attorney's Office of the date and amount of each payment within three days of such payments at the following email addresses: cy.castle@usdoj.gov and ianeta.misa@usdoj.gov.

IT IS FURTHER ORDERED that Big West Oil and US Tank and Rail and/or NWR Limited Partnership shall provide to the United States Attorney's Office for the District of Utah all documentation related to the property interest described in Exhibit A within seven days of this order.

IT IS FURTHER ORDERED that Big West Oil and US Tank and Rail and NWR Limited Partnership shall provide to the United States Attorney's Office for the District of Utah an accounting of all payments Big West Oil has made and US Tank and Rail and NWR Limited Partnership shall provide an accounting of all payments received from Big West Oil related to the Subject Property within seven days of this order.

IT IS FURTHER ORDERED that the United States Treasury shall hold any payments it receives related to this order in a seized asset account until further order of the court.

IT IS FURTHER ORDERED that, during the pendency of this matter, the Internal Revenue Service and the United States Attorney's Office for the District of Utah are entitled to enforce the debt described in Exhibit A. During the pendency of this matter, US Tank and Rail and NWR Limited Partnership are not entitled to enforce the debt described in Exhibit A.

IT IS FURTHER ORDERED that the Government or any Subject of this Order may seek modifications of this Order if deemed necessary by them to preserve their interest in the Subject Property.

IT IS FURTHER ORDERED that any Subject of this Order shall be permitted to execute a satisfactory performance bond pursuant to 21 U.S.C. § 853(e)(1) as an alternative to the restraint

of the subject property. After notice to the Government and an opportunity to be heard, the court shall determine whether any proposed bond is a satisfactory performance bond.

IT IS FURTHER ORDERED that the IRS or a designee shall serve a copy of this Order upon Big West Oil, US Tank and Rail and NWR Limited Partnership as soon as practicable and shall make a return thereon reflecting the date and time of service.

THIS RESTRAINING ORDER shall remain in full force and effect until further order of this Court.

Entered this 23<sup>rd</sup> day of April, 2020.

BY THE COURT



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Jill N. Parrish  
United States District Court Judge

**Exhibit A**

The property subject to the court's restraining order is described as all lease payments owed to US Tank and Rail, LLC by Big West Oil LLC representing the lease payments Big West Oil owes to US Tank and Rail to lease the Plymouth Plant fuel storage containers at 7550 West 24000 North Plymouth, Utah.

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

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UNITED STATES OF AMERICA,

Plaintiff,

vs.

JACOB ORTELL KINGSTON, et al.,

Defendants.

**UNDER SEAL**

**POST-INDICTMENT RESTRAINING  
ORDER PURSUANT TO 21 U.S.C. §  
853(e)(1)(A)**

Case No. 2:18-cr-00365-JNP-BCW

District Judge Jill N. Parrish

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**I. BACKGROUND**

The Government has made an *ex parte* application to the court, pursuant to 21 U.S.C. § 853(e)(1)(A), for a restraining order to preserve the availability of certain property that the Government seeks to forfeit in this case.<sup>1</sup> Upon consideration of the application and a supplemental *ex parte* memorandum filed by the Government at the request of the court, it appears that there is reasonable cause to enter a restraining order to preserve the property described in Exhibit A (hereinafter “Subject Property”) for forfeiture based upon the following:

1. A federal grand jury for this district returned a Second Superseding Indictment charging defendants with multiple crimes, including a conspiracy to commit mail fraud in violation of 18 U.S.C. § 1341. Docket No. 135. The indictment also charged defendants with a money

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<sup>1</sup> Although 21 U.S.C. § 853(e)(1)(B) requires notice and a hearing on an application for a restraining order prior to the filing of indictment or information, subsection A of the same provision, which governs applications for restraining orders once an indictment or information has been returned in a criminal case, does not contain these same requirements.

laundering conspiracy that included transferring and causing to be transferred “Mail Fraud Scheme proceeds from Washakie’s bank accounts to third parties for the purposes of . . . expanding and building out Washakie’s facilities in Plymouth, Utah.” *Id.* at 31-32.

2. The Second Superseding Indictment contains a notice that the Subject Property is subject to forfeiture “as property, real or personal, that constitutes or is derived from proceeds traceable to the conspiracy” and as property involved in money laundering or traceable to such violations. *Id.* at 56-58.

3. The grand jury specifically found:

probable cause to believe that the listed defendants have committed the crimes specified in the above forfeiture notice and that the above properties [including the Plymouth Plant] listed for forfeiture are 1) constituted or derived from proceeds traceable to the mail fraud conspiracy, or 2) connected to the money laundering crimes as property involved in such crimes or property traceable to the property involved in such crimes.

*Id.* at 60.

4. On July 19, 2019, Defendants Jacob Ortell Kingston and Isaiah Elden Kingston pled guilty to, among other charges, conspiracy to commit mail fraud that involved fraudulently obtaining over \$500 million from fuel tax credits and conspiracy to comment money laundering. Jacob Ortell Kingston Plea Agreement (“JOK Plea”), Docket No. 439; Isaiah Elden Kingston Plea Agreement (“IEK Plea”), Docket No. 445.

5. Defendant Jacob Kingston specifically admitted in his plea agreement that:

[Count 25] From April 2013 through December 2015, I agreed with co-defendant Isaiah Kingston to both spend some of our portion of the fraud proceeds in building up and supporting WRE, and Order-related entities, and in some instances, to do so in concealed manners.

JOK Plea at 10.

6. Defendant Isaiah Kingston admitted to the same conduct.

From April 2013 through December 2015, I agreed with co-defendant Jacob Kingston to both spend some of our portion of the fraud proceeds in building up and supporting WRE, and Order-related entities, and in some instances, to do so in concealed manners.

IEK Plea at 9.

7. In addition, both defendants admitted in their plea agreements the following:

I admit that the majority of the transferred funds from Washakie or UFS to Order-related entities were not through bona fide purchases for value. Specifically, I do not contest that approximately \$30 million in proceeds traceable to the mail fraud scheme or money laundering schemes to which I am pleading guilty were not bona fide purchases for value. I will not contest the United States' tracing of proceeds of the mail fraud scheme and/or proceeds involved in the money laundering schemes from Washakie and/or UFS to the properties listed in Exhibit A. In addition, I do not contest that Washakie and/or UFS used false and/or inflated invoices to give the false appearance that transfers of mail fraud scheme and/or proceeds involved in the money laundering schemes were bona fide purchases for value.

JOK Plea at 14; IEK Plea at 15.

8. The Subject Property for which the order is sought is subject to forfeiture under 18 U.S.C. §§ 981(a)(1)(C) and/or 982(a)(1) as the proceeds of the Plymouth Plant as result of guilty pleas entered by Defendants Jacob Kingston and Isaiah Kingston.

9. Any third-party claims to the Subject Property may be properly brought and resolved in ancillary proceedings conducted by this court following the execution of a Preliminary Order of Forfeiture in accordance with the provisions of federal forfeiture law.

10. This court has jurisdiction to enter this order pursuant to 21 U.S.C. § 853(e)(1) as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

## II. ORDER

THEREFORE, IT IS HEREBY ORDERED AND DECREED:

Effective immediately, True North Organics and its agents, servants, employees, attorneys and those persons in active concert or participation with them, and all persons and entities with knowledge of this Order, and those persons, financial institutions, or entities who have any interest or control over the Subject Property, are hereby:

RESTRAINED, ENJOINED, AND PROHIBITED, without prior approval of this Court and upon notice to the Government and an opportunity for the Government to be heard, from attempting or completing any action that would affect the availability or value of the Subject Property, including but not limited to, directly or indirectly, selling, transferring, assigning, pledging, distributing, encumbering, leasing, renting, wasting, secreting, depreciating, damaging, hypothecating or in any way diminishing the value of, or cause anyone else to do so, the Subject Property.

IT IS FURTHER ORDERED that True North Organics shall transfer to the United States Treasury any payments related to the Subject Property that would otherwise be paid to NWR Limited Partnership. Within one week of this order, True North Organics shall contact Special Agent Tiffany Lowe with IRS Criminal Investigation at (702) 351-9999 to receive payment routing instructions. True North Organics will notify the United States Attorney's Office of the date and amount of each payment within three days of such payments at the following email addresses: cy.castle@usdoj.gov and ianeta.misa@usdoj.gov.

IT IS FURTHER ORDERED that True North Organics and NWR Limited Partnership shall provide to the United States Attorney's Office for the District of Utah all documentation related to the property interest described in Exhibit A within seven days of this order.

IT IS FURTHER ORDERED that True North Organics and NWR Limited Partnership shall provide to the United States Attorney's Office for the District of Utah an accounting of all payments True North Organics has made and NWR Limited Partnership shall provide an accounting of all payments received related to the Subject Property within seven days of this order.

IT IS FURTHER ORDERED that the United States Treasury shall hold any payments it receives related to this order in a seized asset account until further order of the court.

IT IS FURTHER ORDERED that, during the pendency of this matter, the Internal Revenue Service and the United States Attorney's Office for the District of Utah are entitled to enforce the debt described in Exhibit A. During the pendency of this matter, NWR Limited Partnership is not entitled to enforce the debt described in Exhibit A.

IT IS FURTHER ORDERED that the Government or any Subject of this Order may seek modifications of this Order if deemed necessary by them to preserve their interest in the Subject Property.

IT IS FURTHER ORDERED that any Subject of this Order shall be permitted to execute a satisfactory performance bond pursuant to 21 U.S.C. § 853(e)(1) as an alternative to the restraint of the Subject Property. After notice to the Government and an opportunity to be heard, the court shall determine whether any proposed bond is a satisfactory performance bond.

IT IS FURTHER ORDERED that the IRS or a designee shall serve a copy of this Order upon True North Organics and NWR Limited Partnership as soon as practicable and shall make a return thereon reflecting the date and time of service.

THIS RESTRAINING ORDER shall remain in full force and effect until further order of this court.

Entered this 23<sup>rd</sup> day of April, 2020.

BY THE COURT:



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Jill N. Parrish  
United States District Judge

**Exhibit A**

The property subject to the court's restraining order is described as all lease payments owed to NRW Limited Partnership by True North Organics representing the lease/rental payments True North Organics owes to NRW Limited Partnership to lease the Plymouth Plant warehouse at 7550 West 24000 North Plymouth, Utah.

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

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UNITED STATES OF AMERICA,

Plaintiff,

vs.

JACOB ORTELL KINGSTON, et al.,

Defendants.

Case No. 2:18-cr-00365-JNP-BCW

POST-INDICTMENT RESTRAINING  
ORDER PURSUANT TO  
21 U.S.C. § 853(e)(1)(A)

FILED UNDER SEAL

Judge Jill N. Parrish

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The United States has made an *ex parte* application to this Court, pursuant to 21 U.S.C. § 853(e)(1)(A), for a restraining order to preserve the availability of certain property that the United States seeks to forfeit in this case. Upon consideration of the United States' application, it appears to the Court that there is reasonable cause to enter a restraining order to preserve the property described in Exhibit A (hereinafter "Subject Property") for forfeiture based upon the following:

1. That a federal grand jury for this district returned a second superseding indictment charging the Defendants with multiple crimes including a conspiracy to commit mail fraud in violation of 18 U.S.C. § 1341. ECF No. 135. The indictment also charged the Defendants with a money laundering conspiracy that included transferring and causing to be transferred "Mail Fraud Scheme proceeds from Washakie's bank accounts to third parties for the purposes of . . . expanding and building out Washakie's facilities in Plymouth, Utah." Ind. at 31-32.

2. That the Indictment contains a notice that the Subject Property is subject to forfeiture “as property, real or personal, that constitutes or is derived from proceeds traceable to the conspiracy” and as property involved in money laundering or traceable to such violations. Ind. at 56-58.

3. That the grand jury specifically found:

probable cause to believe that the listed defendants have committed the crimes specified in the above forfeiture notice and that the above properties [including the Subject Property”] listed for forfeiture are 1) constituted or derived from proceeds traceable to the mail fraud conspiracy, or 2) connected to the money laundering crimes as property involved in such crimes or property traceable to the property involved in such crimes.

Ind. at 60.

4. That the Subject Property for which the order is sought would, in the event of the Defendant’s convictions, be subject to forfeiture under 18 U.S.C. §§ 981(a)(1)(C) and/or 982(a)(1).

5. That any third-party claims to the Subject Property may be properly brought and resolved in ancillary proceedings conducted by this Court following the execution of a Preliminary Order of Forfeiture in accordance with the provisions of federal forfeiture law.

6. That the Court has jurisdiction to enter this order pursuant to 21 U.S.C. § 853(e)(1) as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

**THEREFORE, IT IS HEREBY ORDERED AND DECREED:**

That, effective immediately, Jacob Ortell Kingston, Isaiah Elden Kingston, Lev Aslan Dermen, Rachel Kingston, Sally Kingston, NuChem LLC, UFS Holdings LLC, NWR Limited Partnership, and Washakie Renewable Energy, LLC, and their agents, servants, employees,

attorneys, family members and those persons in active concert or participation with them, and all persons and entities with knowledge of this Order, and those persons, financial institutions, or entities who have any interest or control over the Subject Property, are hereby

RESTRAINED, ENJOINED, AND PROHIBITED, without prior approval of this Court and upon notice to the United States and an opportunity for the United States to be heard, from attempting or completing any action that would affect the availability or value of the Subject Property, including but not limited to, directly or indirectly, selling, transferring, assigning, pledging, distributing, encumbering, wasting, secreting, depreciating, damaging, hypothecating or in any way diminishing the value of, or cause anyone else to do so, the Subject Property.

IT IS FURTHER ORDERED that Washakie Renewable Energy, LLC, NuChem LLC, UFS Holdings LLC, or other person or entity that is in current ownership and/or control of the Subject Property shall permit agents and/or contractors of the U.S. Department of Treasury, the Internal Revenue Service, or other applicable agency of the United States government to enter the premises at 7550 W 24000 N Plymouth, Utah for the purposes of 1) conducting a site survey to include photographing and identifying the layout of the Subject Property, 2) inventorying the Subject Property, 3) appraising the value of the Subject Property, and 4) identifying, assessing, and analyzing any potential environmental concerns such as those that could impact the Subject Property's availability for forfeiture.

IT IS FURTHER ORDERED that the United States or any Subject of this Order may seek modifications of this Order if it is deemed necessary by them to preserve their interest in the Subject Property.

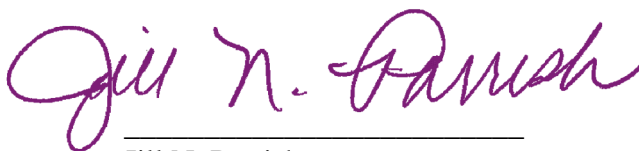
IT IS FURTHER ORDERED that any Subject of this Order shall be permitted to execute a satisfactory performance bond pursuant to 21 U.S.C. § 853(e)(1), incorporated by 18 U.S.C. § 982(b)(1), as an alternative to the restraint of the subject property. After notice to the United States and an opportunity to be heard, the Court shall determine whether any proposed bond is a satisfactory performance bond.

IT IS FURTHER ORDERED that as soon as practicable the IRS or other appropriate federal agency shall serve a copy of this Restraining Order upon Jacob Ortell Kingston, Isaiah Elden Kingston, Lev Aslan Dermen, Rachel Kingston, Sally Kingston, NuChem LLC, UFS Holdings LLC, NWR Limited Partnership, and Washakie Renewable Energy, LLC, and shall make a return thereon reflecting the date and time of service.

THIS RESTRAINING ORDER shall remain in full force and effect until further order of this Court.

Dated: May 8, 2019.

SO ORDERED:



\_\_\_\_\_  
Jill N. Parrish  
United States District Judge

**Exhibit A**

The property subject to the court's restraining order is described as follows:

The physical plant once known as Washakie Renewable Energy, LLC located at 7550 W 24000 N Plymouth, Utah, and all the equipment installed therein, and affixed thereto.