

**ROBB EVANS OF
ROBB EVANS & ASSOCIATES LLC
Receiver of I Works, Inc., et al. and
the Assets of Jeremy Johnson**

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**Federal Trade Commission v. Jeremy Johnson, I Works, Inc., et al.
CASE No. 2:10-CV-02203-MMD-GWF**

Emergency Motion for Order:

- (1) Authorizing Receiver to List and Offer for Sale Property Located at 573 Woodsvie Circle, St. George, Utah;**
- (2) Compelling Jason Vowell and All Others Residing at the 573 Woodsvie Circle Property to Vacate and Turnover Possession to the Receiver and for Related Relief; and**
- (3) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors;**

Memorandum of Points and Authorities

Declaration of Gary Owen Caris in Support Thereof

Declaration of Brick Kane in Support Thereof

Filed September 8, 2014

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11 **ROBB EVANS OF ROBB EVANS & ASSOCIATES**
12 **LLC**

13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

16 FEDERAL TRADE COMMISSION,
17 Plaintiff,
18 v.
19 JEREMY JOHNSON, etc., et al.,
20 Defendants.

Case No. 2:10-CV-02203-MMD-GWF

**EMERGENCY MOTION FOR ORDER:
(1) AUTHORIZING RECEIVER TO LIST
AND OFFER FOR SALE PROPERTY
LOCATED AT 573 S. WOODS VIEW
CIRCLE, ST. GEORGE, UTAH; (2)
COMPELLING JASON VOWELL AND
ALL OTHERS RESIDING AT THE 573 S.
WOODSVIEW CIRCLE PROPERTY TO
VACATE AND TURNOVER
POSSESSION TO THE RECEIVER AND
FOR RELATED RELIEF; AND
(3) GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

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1 PLEASE TAKE NOTICE that Robb Evans of Robb Evans & Associates LLC
2 (“Receiver”), the Receiver pursuant to the Court’s Preliminary Injunction Order issued February
3 10, 2011, hereby moves the Court, **on an emergency basis**, for an order for the following relief:

4 1. An order authorizing the Receiver to list and market for sale that certain single
5 family residence located at 573 S. Woods View Circle, St. George, Utah ("573 Woodsvievw");

6 2. An order authorizing the Receiver to engage Keller Williams, a local real estate
7 brokerage experienced in the sale of residential real property in St. George, Utah (the "Broker"),
8 and to enter into an exclusive listing agreement with the Broker providing for ordinary and
9 customary terms and conditions for the listing of the similar real property assets, including the
10 payment of ordinary and customary sales commissions for 573 Woodsvievw, providing for
11 ordinary and customary advertising expenses, and further providing that acceptance of offers and
12 completion of any sale of 573 Woodsvievw is subject to entry of an order of this Court approving
13 such sale after notice and an opportunity for hearing and is further subject to an overbidding
14 session to be conducted by the Receiver after publication of notice of the opportunity to overbid;

15 3. An order directing Jason Vowell ("Vowell") and all others in privity with him
16 residing at or in possession of 573 Woodsvievw to (a) permanently leave and vacate 573
17 Woodsvievw, (b) turn over full and exclusive possession, custody and control of 573 Woodsvievw
18 to the Receiver, and (c) remove all of their personal property located at 573 Woodsvievw,
19 exclusive of improvements, buildings, fixtures, appurtenances or other personal property attached
20 thereto, within seven days of the date of entry of an order on this Motion;

21 4. An order for a writ of assistance authorizing and directing the United States
22 Marshal and his deputies, commencing on the eighth day after the date of entry of the Order on
23 this Motion, to take all actions reasonably necessary to bring about the removal and ejection of
24 Vowell and all others in privity with him residing at or in the possession of 573 Woodsvievw, from
25 possession, custody and control of 573 Woodsvievw if they have not permanently vacated and
26 turned over full and exclusive possession, custody and control of 573 Woodsvievw to the Receiver
27 within seven days following the date of entry of the order on this Motion;

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1 arrangement to pay the receivership estate the value of the 573 Woodsvievw property or otherwise
2 reach a settlement with the Receiver concerning the assets of Vowell and the Jason Vowell
3 Entities that are subject to the Preliminary Injunction and Clarifying Order. After months of
4 discussions and unsuccessful negotiations, the Receiver advised Vowell on July 16, 2014 that if
5 no proposal for the purchase of the 573 Woodsvievw property was made by July 31, 2014 that was
6 acceptable to the Receiver, the Receiver would expect Vowell to vacate 573 Woodsvievw and turn
7 over possession and control of the property to the Receiver by August 31, 2014.

8 No acceptable agreement has been reached, no proposal for a cash payment to the estate
9 of the value of the 573 Woodsvievw property from sources with the demonstrated ability to pay
10 has been made at any time since the entry of the Clarifying Order by or on behalf of Vowell, and
11 on August 1, 2014, the Receiver made written demand on Vowell for turnover of possession of
12 the property by August 31, 2014. On August 28, 2014, the Receiver renewed his demand for
13 turnover of possession of the 573 Woodsvievw property and explicitly advised Vowell that the
14 Receiver would proceed to obtain relief from the Court to cause him to vacate the premises and to
15 allow the Receiver to list and market the property. **The Receiver has also confirmed to Vowell**
16 **on multiple occasions that the Receiver will propose a private sale of the property subject to**
17 **the right of third parties, including Vowell, to submit overbids after publication of notice of**
18 **the overbidding session, providing him with additional time and an opportunity to obtain**
19 **funding to allow him to purchase the property.** Despite the Receiver's efforts to work with
20 him and provide him an extended opportunity to find the funds to acquire the property, Vowell
21 failed to comply with the Receiver's demand for turnover of the property and has not made
22 acceptable arrangements with the Receiver for turnover of possession of the property to the
23 Receiver despite his having had at least 45 days' notice in writing of the deadline for him to
24 vacate and despite the Receiver's providing him with more than fourteen months' time to make
25 arrangements for funding or financing to pay the estate the value of the property if Vowell wished
26 to remain in possession of the property.

27 Emergency relief is necessary to allow the Receiver to immediately recover possession
28 and control of the 573 Woodsvievw property based on Vowell's continued occupation of the

1 property in violation of the Receiver's demands and in order to allow the Receiver to immediately
2 begin preparing the property for listing and sale. The property requires ongoing maintenance
3 expenses, insurance and is subject to accruing real estate taxes. The Court has previously granted
4 an emergency motion to approve the listing and sale of three other properties on Woodsvew that
5 constitute receivership properties acquired in the names of certain of the Todd Vowell Entities.¹
6 *See* Doc. No. 1139.

7 This Motion is made pursuant to Local Civil Rules 7-2, 7-5 and 66-5, 28 U.S.C. §§ 2001
8 and 1651, F.R. Civ. P. Rules 70 and 71, and other applicable law. The Motion is based upon this
9 Motion, the separate Notice of Filing of the Motion served concurrently herewith, the
10 accompanying memorandum of points and authorities, the Declarations of Brick Kane and Gary
11 Owen Caris filed in support hereof, the proposed order filed herewith, any reply, on the pleadings,
12 records and files of the Court in this receivership proceeding of which the Receiver requests the
13 Court take judicial notice, including without limitation the Preliminary Injunction (Doc. No. 130),
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28 ¹ Todd Vowell is Jason Vowell's brother. Todd Vowell entered into a comprehensive settlement with the Receiver, approved by the Court on December 11, 2013. *See* Doc. No. 1303.

1 the Report of Receiver's Financial Reconstruction filed February 3, 2012 (Doc. No. 464) which is
2 supported by a four-volume Appendix of Exhibits (Doc. Nos. 465-468) (collectively "Second
3 Report"), the Clarifying Order, and on such further oral and documentary evidence and arguments
4 of counsel as may be presented at any hearing on this Motion.

5 Dated: September 8, 2014

Respectfully submitted,

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7 RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

8 MCKENNA LONG & ALDRIDGE LLP
9 GARY OWEN CARIS
LESLEY ANNE HAWES

10
11 By: /s/ Gary Owen Caris

12 Gary Owen Caris
13 Attorneys for Receiver
14 **ROBB EVANS OF ROBB EVANS &
ASSOCIATES LLC**

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF RELEVANT FACTS**

3 On January 13, 2011, the Receiver was appointed Temporary Receiver over I Works, Inc.
4 ("I Works"), numerous other Corporate Defendants as defined in the Temporary Restraining
5 Order and over the assets of defendant Jeremy Johnson (collectively the "Receivership
6 Defendants"). Pursuant to the Preliminary Injunction Order entered February 10, 2011, the
7 Receiver was appointed permanent Receiver over the Receivership Defendants. On March 25,
8 2013, the Court entered its Order granting the Receiver's Motion for Order Clarifying
9 Preliminary Injunction Order and for Further Instructions Regarding Scope of Receivership
10 Defendants under Preliminary Injunction Order and Report of Receiver's Financial
11 Reconstruction and Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors
12 ("Clarifying Order") pursuant to which the Court confirmed the status of numerous entities and
13 properties as assets of the receivership estate, including Lift Off and 573 Woodsvew.

14 The Preliminary Injunction provides, among other things, that the Receiver shall "[t]ake
15 exclusive custody, control, and possession of all assets and documents of, or in the possession,
16 custody or under the control of, the Corporate Defendants," with the term Corporate Defendants
17 designating all corporate entities named as defendants in this action as well as their "subsidiaries,
18 affiliates, any fictitious business entities or business names created or used by these entities, or
19 any of them, and their successors and assigns, individually, collectively, or in any combination"
20 with all Corporate Defendants constituting Receivership Defendants under that order. Prel. Inj.,
21 Doc. 130, Definitions paras. 8 and 32 and Section XV.B. On February 3, 2012, the Receiver filed
22 his Second Report, which detailed a complex scheme by defendant Jeremy Johnson ("Johnson")
23 to transfer, acquire and conceal tens of millions of dollars in assets constituting receivership
24 property through dozens of entities and a host of business associates, friends and family,
25 including Vowell. On May 30, 2012, the Receiver filed his Motion for Order Clarifying
26 Preliminary Injunction Order and for Further Instructions Regarding Scope of Receivership
27 Defendants under Preliminary Injunction Order and Report of Receiver's Financial
28 Reconstruction and Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors (Doc.

1 No. 580 *et seq.*) ("Clarifying Motion"). One of the entities used to transfer, acquire and conceal
2 receivership property is Lift Off. Lift Off is the record title holder of 573 Woodsvew, which is
3 the single family residence occupied by Vowell. Lift Off has been determined explicitly to
4 constitute a Receivership Defendant under the Preliminary Injunction, as reflected in paragraph 3
5 of the Clarifying Order. All assets of Lift Off have been determined to be assets of the
6 receivership estate under paragraph 3 of the Clarifying Order.

7 The 573 Woodsvew property is where Vowell resides. Vowell pled guilty to federal
8 charges stemming from the seizure of an aircraft with cash and drugs, and after the Clarifying
9 Order was entered, Jason Vowell was ordered incarcerated in a federal prison. The Receiver in
10 his discretion determined not to seek to take possession of or sell 573 Woodsvew during the
11 approximate one-year period while Vowell was incarcerated and to allow him an opportunity to
12 try to reach a settlement or other acceptable financial arrangements involving the property with
13 the Receiver. On June 13, 2014, Vowell completed his term at a half-way house in Salt Lake
14 City. The Receiver obtained two brokers opinions of value which valued 573 Woodsvew at \$1.4
15 million to \$1.5 million. The Receiver provided Vowell an opportunity to try to make an
16 acceptable offer to acquire the 573 Woodsvew house from the receivership which the Receiver
17 and Vowell agreed would be \$1.3 million because there would be no broker's commission.
18 However, Vowell is not employed and does not have ongoing business or other interests that
19 would support his financial ability to settle with the Receiver or acquire the property from the
20 estate.

21 On July 16, 2014, the Receiver directed an e-mail to Vowell advising him that if no
22 agreement to acquire or pay to the estate the value of 573 Woodsvew had been reached with the
23 Receiver by July 31, 2014, Vowell would have to vacate the premises by August 31, 2014. The
24 Receiver and later the Receiver's counsel have continued to respond to proposals made by Vowell
25 concerning 573 Woodsvew, but none have involved an offer at an acceptable purchase price
26 from Vowell demonstrating the financial ability, by means of a loan or otherwise, to acquire the
27 property within an acceptable time frame. The Receiver has advised Vowell that under the
28 circumstances, and given that the August 31, 2014 for Vowell to leave the premises has passed,

1 Vowell must turn over possession and control of the property to the Receiver forthwith. The
2 Receiver has further advised Vowell that the Receiver will seek leave of Court to list the property
3 for sale with a licensed Broker, with any sale being subject to overbidding, which will provide
4 him with additional time to try to make arrangements to acquire the property from the estate.

5 The 573 Woodsvview property was previously encumbered by a lien in favor Billy's Ltd.,
6 LLC ("Billy's") securing a debt obligation of approximately \$800,000 principle. The Billy's lien
7 encumbered the 573 Woodsvview property as well as other receivership properties, including the
8 property located at 505 S. Woodsvview Circle which is subject to a pending sale motion. The
9 Receiver investigated the Billy's lien, including conducting a deposition of the principal of Billy's,
10 and concluded that it was a valid encumbrance. The Receiver paid off the Billy's lien at a
11 discount in December 2013 pursuant to an agreement with Billy's to accept a discounted payoff if
12 the payment was received by December 15, 2013. The 573 Woodsvview property is therefore
13 unencumbered as a result of the Receiver's discounted payoff of the Billy's lien. However, 573
14 Woodsvview is subject to a senior lien for accruing and unpaid real property taxes and the estate
15 continues to incur expenses for insurance, utilities, and maintenance in order to preserve the
16 property while it is part of the receivership estate.

17 Under the Preliminary Injunction Order, the Receiver is directed to maintain and preserve
18 assets of the receivership estate. Prel. Inj. (Doc. 130), Section XV.E. In order to preserve the
19 value of the assets for the benefit of consumers and creditors, by this Motion, the Receiver is
20 requesting authority to promptly list and market for sale 573 Woodsvview.

21 The Receiver seeks authority of the Court to list 573 Woodsvview for sale at a price
22 determined within the Receiver's discretion and judgment and to enter into an exclusive listing
23 agreement with the Broker, who has experience in the marketing and sale of similar high-end,
24 residential real properties in the St. George area. The Receiver will file another motion on notice
25 to the interested parties, including Vowell, seeking Court approval of any specific sale and the
26 terms and procedures for the conduct of an overbid session. Procedures for the overbid session
27 will include publication of a notice of the overbid session and its terms in a newspaper of general

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1 circulation in the area where the property is located at least once and at least 10 days prior to the
2 scheduled overbid.

3 As of the date of this Motion, the Receiver has not recovered possession of the property
4 from Vowell. The Receiver requires exclusive possession and control of 573 Woodsvie in order
5 to be able to effectively market the property, to clean it and show the property to prospective
6 purchasers. It is imperative that Vowell vacate the property immediately in order to allow the
7 Receiver to prepare and show the property.

8 **II. THE COURT HAS AUTHORITY TO PERMIT THE RECEIVER TO MARKET**
9 **AND SELL RECEIVERSHIP ASSETS, SUBJECT TO SUBSEQUENT COURT**
10 **APPROVAL OF ANY SPECIFIC SALE**

11 Title 28 U.S.C. § 2001 sets forth the procedures pertaining to the sale of real property.
12 Subsection (a) pertains to procedures for the public sale of real property and provides for the sale
13 of real property by public sale at the courthouse where the Receiver was first appointed, at the
14 courthouse where most of the property is located or at such other premises as the Court directs.
15 28 U.S.C. § 2001(a). Section 2001(b) of title 28 pertains to the sale of real property at private
16 sale and among other things provides for a private sale of real property after notice and a hearing
17 if the Court finds that it is in the best interests of the estate and sets a minimum price of two-
18 thirds of the appraised value for confirmation of a sale of real property by private sale. 28 U.S.C.
19 § 2001(b).

20 By this Motion, the Receiver seeks the Court's authority to market 573 Woodsvie and to
21 conditionally accept the highest and best offer received for the property, but not to approve and
22 confirm any specific sale. The Receiver does not seek approval of any specific sale and sale
23 procedures at this time in order to retain flexibility based on the response by the market and
24 potential buyers to the property and so that the Receiver, in consultation with the Broker, can
25 make specific recommendations for the sale and overbid procedures based on the best offer
26 received.

27 The District Court has wide latitude in adopting a procedure for the sale of property and
28 except in cases where abuse is shown, appellate courts will not disturb the exercise of the District

1 Court's discretion in setting the terms and conditions for a judicial sale or the confirmation
2 thereof. *See United States v. Branch Coal Corp.*, 390 F.2d 7 (3rd Cir. 1968) *cert. den. Sun*
3 *Protection Co. v. U.S.*, 391 U.S. 966, 88 S.Ct. 2034, 20 L. Ed. 2d 878 (1968). The discretion
4 granted in connection with sales of assets is consistent with the broad discretion accorded to the
5 Court sitting in equity in receivership proceedings to make orders concerning the administration
6 and supervision of the estate that will promote equity, efficiency and cost-effectiveness in the
7 estate's administration. *See generally Securities and Exchange Commission v. Hardy*, 803 F.2d
8 1034 (9th Cir. 1986); *Securities and Exchange Commission v. Black*, 163 F.3d 188, 199 (3rd Cir.
9 1998); *Securities and Exchange Commission v. Elliot*, 953 F.2d 1560 (11th Cir. 1992). The Court
10 has previously granted the Receiver authority to list and market for sale various assets, including
11 real property assets. (*See Doc. Nos. 288, 1139, 1178*).

12 Any purchase offer conditionally accepted by the Receiver shall be accepted subject to
13 both Court approval on motion by the Receiver and to the conduct of an overbidding session after
14 publication of notice. The publicly noticed overbid session will provide Vowell another
15 opportunity to acquire the property from the estate and time to locate the necessary funding to do
16 so.

17 **III. THE COURT MAY ISSUE WRITS OF ASSISTANCE AND OTHER EQUITABLE**
18 **WRITS IN AID OF THE RECEIVER'S OBTAINING SOLE AND EXCLUSIVE**
19 **POSSESSION OF RECEIVERSHIP PROPERTY, INCLUDING 573**
20 **WOODSVIEW**

21 The Court supervising a federal equity receivership has broad authority to protect the
22 receivership estate against interference, including issuing orders against both parties and non-
23 parties to protect the receivership *res*. *Securities and Exchange Commission v. United Financial*
24 *Group, Inc.*, 576 F. 2d 217 (9th Cir. 1978). In this case, Section XVI of the Preliminary
25 Injunction addresses the transfer of receivership property to the Receiver by third parties. Under
26 that section, persons who receive notice of the Preliminary Injunction and who have "possession,
27 custody or control of property of . . . the Receivership Defendants shall . . . upon receiving a
28 request from the Receiver, immediately transfer or deliver to the Receiver possession, custody,

1 and control of . . . A. all assets of the Receivership Defendants." Prel. Inj., Doc. 130, Section
2 XVI.A. That Section further provides that if the person fails to deliver or transfer possession of
3 property to the Receiver, upon the Receiver filing an ex parte Affidavit of Non-Compliance
4 advising the Court that the person has failed to comply with the Receiver's demand and has not
5 turned over possession of an asset:

6 the Court may authorize, without additional process or demand,
7 Writs of Possession or Sequestration or other equitable writs
8 requested by the Receiver. The writs shall authorize and direct the
9 United States Marshal or any sheriff or deputy sheriff of any
10 county, or any other federal or state law enforcement officer, to
11 seize the asset, document, or other item covered by this Section and
12 to deliver it to the Receiver.

13 Prel. Inj., Doc. 130, Section XVI, p. 29.

14 Here, the 573 Woodview property is titled to an entity that constitutes a Receivership
15 Defendant as set forth in the Clarifying Order and has been determined to constitute receivership
16 property as reflected in the Clarifying Order, making the property subject to the Receiver's
17 exclusive right to possession, custody, control and management under the Preliminary Injunction.
18 The All Writs Act of 28 U.S.C. § 1651(a) grants the Court broad authority to issue "all writs
19 necessary or appropriate in aid of [its] jurisdiction[] and agreeable to the usages and principles of
20 law." Under the All Writs Act, "When a district court has properly exercised its jurisdiction in
21 entering an order, it is empowered to issue writs in aid of its jurisdiction to persons in a position
22 to frustrate the order." 19 *Moore's Federal Practice* § 204.05[1], p. 204.21 (Matthew Bender 3rd
23 ed. Rev. 2014).

24 Rule 70 of the Federal Rules of Civil Procedure provides for issuance of various writs to
25 help compel obedience to a Court's order where the order requires another to perform an act, such
26 as convey property, including issuing a writ of execution or writ of assistance to implement a
27 judgment or order for possession. Further, Rule 71 of the Federal Rules of Civil Procedure makes
28 an order that is enforceable against a non-party enforceable in the same manner as against a party.

1 *See NAACP v. Brock*, 619 F. Supp. 846, 851-853 (D.D.C. 1985) (district court may enforce order
2 against nonparty under All Writs Act and pursuant to Court's inherent authority). These
3 authorities collectively have been applied in a number of cases to remove persons in possession of
4 real property where title to that property has been transferred pursuant to an order of the Court, in
5 circumstances analogous to this case. *See United States v. Real Property and Premises Known as*
6 *63-39 Trimble Road, etc.*, 860 F. Supp. 72 (E.D.N.Y. 1994) (writ of assistance allowing U.S.
7 Marshal to take possession of premises and evict occupants as to property forfeited to
8 government); *United States v. Young*, 806 F. 2d 805 (8th Cir. 1987) (writ of assistance issued to
9 effectuate judgment of eviction after mortgage was foreclosed; Farmers Home Administration
10 obtained title to property pursuant to valid sheriff's deed, making the government entitled to
11 possession of the property); *Bridges v. Forbes*, 269 F. 2d 703 (9th Cir. 1959) (based on judgment
12 for condemnation and quiet title action in favor of Alaska Housing Authority, district court
13 properly issued writ of assistance directing U.S. Marshal to obtain physical possession of the
14 property from the former owner who refused to give up possession); *United States v. Bell*, 2002
15 U.S. Dist. LEXIS 7487, 2002-1 U.S. Tax Cas. (CCH) P50,314; 89 A.F.T.R. 2d (RIA) 1486 (E.D.
16 Cal. 2002) (holding writ of assistance to eject occupants, owners of property, could be issued by
17 district court based on foreclosure of tax liens and judicial sale of real property to third party);
18 *United States v. McKinnie*, 2009 U.S. Dist. LEXIS 45408, 103 A.F.T.R. 2d (RIA) 1732 (W.D.
19 Tenn. 2009) (in connection with foreclosure of tax liens and sale of real property, district court
20 could properly order eviction of occupants of property, approving language of proposed order
21 concerning eviction of occupants and noting use and approval of such provisions by other courts).

22 The foregoing cases stand for the proposition that where the beneficial ownership interest
23 in real property is transferred, either by forfeiture, by foreclosure of liens or by a judicial sale to a
24 third party, the district court is authorized to issue an order for ejectment of the persons in
25 possession of the real property in order to implement its prior orders and to prevent those persons
26 in possession from thwarting the Court's forfeiture or other similar order regarding the real
27 property. The Clarifying Order is a final order determining that the 573 Woodview property
28 belongs to the receivership estate and the Receiver is entitled to exclusive possession and control

1 of the 573 Woodsvew property. An order for ejection is therefore appropriate under the
2 authorities cited above.

3 The continued occupation of 573 Woodsvew will hinder the Receiver from liquidating
4 the property. The Receiver cannot market the property without having full and unfettered access
5 to the property for a broker and potential purchasers. If Vowell continues to occupy the property,
6 the Receiver cannot assure purchasers that the Receiver will be able to complete a sale and
7 deliver possession of 573 Woodsvew at closing, impairing the Receiver's ability to liquidate the
8 property.

9 **IV. EMERGENCY RELIEF IS WARRANTED**

10 Local Civil Rule 7-5(d) of the Rules for the United States District Court for the District of
11 Nevada addresses emergency motions. That rule provides that an emergency motion must be
12 supported by an affidavit containing the following information:

- 13 (1) The nature of the emergency;
14 (2) The office addresses and telephone numbers of movant and all
15 affected parties; and, (3) A statement of movant certifying that,
16 after personal consultation and sincere effort to do so, movant has
17 been unable to resolve the matter without Court action. The
18 statement also must state when and how the other affected party
19 was notified of the motion or, if the other party was not notified,
20 why it was not practicable to do so. . . .

21 This Motion complies with Local Rule 7-5(d). The Receiver has specifically met and
22 conferred with Vowell regarding the Receiver's intention to file a motion seeking relief from the
23 Court to list and market the property and to have him removed from 573 Woodsvew if he refused
24 to comply with the Receiver's demand for possession and turnover of the property. The
25 Declaration of Gary Owen Caris filed in support of this Motion explains why it is not practical for
26 the Receiver to meet and confer with all potentially affected parties regarding the relief sought in
27 this Motion prior to filing. Given the need for immediate relief to allow the Receiver to gain
28 possession and control of the property after a long notice period to Vowell of the deadline for him

1 to vacate, the ongoing property expenses, and the number of potentially interested parties as
2 reflected in the service list for the notice of filing of the Motion, the cost and time involved in
3 attempting to meet and confer prior to filing would have unduly burdened the estate with expense
4 and is not a practical or efficient way to provide notice of the Receiver's request for relief.

5 **V. NOTICE OF THIS EMERGENCY MOTION IS SUFFICIENT UNDER THE**
6 **CIRCUMSTANCES AND SHOULD BE APPROVED**

7 Local Civil Rule 66-5 provides for service of notice of the hearing on various motions by
8 a Receiver concerning the administration of the estate. That rule provides for service of the
9 notice of hearing on such motions on all creditors of the receivership estate.

10 No hearing has been set on this Motion and the provisions of Local Civil Rule 66-5 do not
11 specifically apply. Nevertheless, the Receiver has served a notice of filing of the Motion on the
12 parties and on all known non-consumer creditors of the estate and on known taxing authorities
13 with a potential claim in the receivership estate ("Notice Parties"), to provide them notice and an
14 opportunity to be heard concerning the Motion. This notice is consistent with notice previously
15 approved by the Court in this case.

16 There are believed to be an extremely large number of potential consumer creditors who
17 may have claims against the Receivership Defendants arising out of the business operations of the
18 Receivership Defendants prior to the Receiver's appointment, although the precise number,
19 identity and location of such consumer creditors have not been determined by the Receiver at this
20 time. Given the Receiver's determination that more than \$332.5 million² in sales revenues were
21 generated by I Works and the related and affiliated entities, the number of consumer creditors is
22 likely in the tens of thousands. It is not realistically possible or beneficial to the estate and its
23 creditors for the Receiver to attempt to identify and serve the potential consumer creditors with
24 notice of this and other similar administrative motions, and the expense and burden on the estate
25 of attempting to effectuate such service would drain the estate's resources and cause undue
26 administrative expense.

27 _____
28 ² This figure does not include tens of millions of dollars in additional revenues addressed by the
Receiver in the Report of Receiver's Financial Reconstruction filed on February 3, 2012.

1 To the extent that Local Rule 66-5 applies to this Motion, the Receiver seeks an order that
2 notice of this Motion is sufficient if notice of the filing of the Motion is given by serving copies
3 of all motion papers on the parties to the action, as well as by serving Vowell copies of all motion
4 papers by overnight mail and electronic transmission (e-mail), and by serving copies of the notice
5 of filing of the motion on the Notice Parties. The Receiver submits that such service provides
6 sufficient notice to the interested parties and should be approved as adequate.

7 There is ample authority for approval of the scope and method of notice as set forth above.
8 This Court, as a court of equity supervising the receivership estate, may make appropriate
9 administrative orders governing the receivership, including limitations on and changes in notice
10 and other procedures. *See* F.R.Civ.P. 5(a) and (c) (authorizing the court to modify service
11 procedures when numerous defendants are involved in litigation). In addition, as set out above,
12 pursuant to Local Rule 66-10, a receiver is directed to administer receivership estates "as nearly
13 as may be in accordance with the practice in the administration of estates in Chapter 11
14 bankruptcy cases." Orders limiting notice when the Bankruptcy Code or Rules would otherwise
15 require notice to all creditors are routinely granted in bankruptcy cases to promote the expeditious
16 and economical administration of bankruptcy estates. *See In re First Alliance Mortgage Co.*, 269
17 B.R. 428, 442 (C.D. Cal. 2001) (referencing in dicta in the court's recitation of facts the
18 bankruptcy court's order limiting notice issued in that case); 11 U.S.C. section 102(1)(A)
19 (defining the phrase "after notice and a hearing" to mean "after such notice as is appropriate in the
20 particular circumstances, and such opportunity for hearing as is appropriate in the particular
21 circumstances"); 11 U.S.C. section 105(a) and (d) (granting broad equitable powers to the court to
22 issue orders "necessary or appropriate to carry out the provisions" of title 11 including
23 "prescribing such limitations and conditions as the court deems appropriate to ensure the case is
24 handled expeditiously and economically"); and F.R. Bankr. P. 2002(m) (authorizing the court to
25 enter "orders designating the matters in respect to which, the entity to whom, and the form and
26 manner in which notices shall be sent except as otherwise provided by these rules").
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1 **VI. CONCLUSION**

2 For the foregoing reasons, it is respectfully requested that the Court grant relief as
3 requested in the Motion.
4

5 Dated: September 8, 2014

RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP
GARY OWEN CARIS
LESLEY ANNE HAWES

10 By: /s/ Gary Owen Caris
Gary Owen Caris

11 Attorneys for Receiver
12 **ROBB EVANS OF ROBB EVANS &**
13 **ASSOCIATES LLC**

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10 Attorneys for Receiver
11 **ROBB EVANS OF ROBB EVANS & ASSOCIATES**
12 **LLC**

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 FEDERAL TRADE COMMISSION,
16

17 Plaintiff,

18 v.

19 JEREMY JOHNSON, individually, as officer
20 of Defendants I Works, Inc., etc., et al.,

21 Defendants.
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Case No. 2:10-CV-02203-MMD-GWF

**DECLARATION OF GARY OWEN
CARIS IN SUPPORT OF EMERGENCY
MOTION FOR ORDER:
(1) AUTHORIZING RECEIVER TO LIST
AND OFFER FOR SALE PROPERTY
LOCATED AT 573 S. WOODS VIEW
CIRCLE, ST. GEORGE, UTAH; (2)
COMPELLING JASON VOWELL AND
ALL OTHERS RESIDING AT THE 573 S.
WOODSVIEW CIRCLE PROPERTY TO
VACATE AND TURNOVER
POSSESSION TO THE RECEIVER AND
FOR RELATED RELIEF; AND
(3) GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS**

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1 I, Gary Owen Caris, declare:

2 1. I am an attorney at law duly licensed to practice before all courts of the State of
3 California and I have been admitted to practice *pro hac vice* before the United States District
4 Court for the District of Nevada in the subject litigation. I am a partner in the firm of McKenna
5 Long & Aldridge LLP ("McKenna Firm") and am one of the attorneys primarily responsible for
6 representing Robb Evans of Robb Evans & Associates LLC, the Receiver in this matter
7 ("Receiver"). I have personal knowledge of the matters set forth in this declaration and if I were
8 called upon to testify in these matters, I could and would competently testify thereto.

9 2. I am lead counsel for the Receiver in this receivership proceeding and have
10 supervised the Receiver's representation, including the issuance of records subpoenas on the
11 Receiver's behalf by the McKenna Firm and the conduct of other asset discovery by the Receiver.

12 3. As counsel for the Receiver, I reviewed and assisted the Receiver in revising and
13 filing the Receiver's initial Report of Temporary Receiver's Activities January 13, 2011 Through
14 February 4, 2011 which was filed with the Court on February 8, 2011 (Doc. No. 127)
15 ("Receiver's First Report") and the Report of Receiver's Financial Reconstruction dated January
16 31, 2012 ("Second Report") filed with the Court on February 3, 2012 along with four volumes of
17 Appendices of Exhibits to the Second Report (Doc. Nos. 464, 465-468). I helped prepare and
18 filed the Receiver's Motion for Order Clarifying Preliminary Injunction Order and for Further
19 Instructions Regarding Scope of Receivership Defendants under Preliminary Injunction Order
20 and Report of Receiver's Financial Reconstruction and Granting Relief from Local Rule 66-5
21 Pertaining to Notice to Creditors (Doc. No. 580 *et seq.*) ("Clarifying Motion"). I attended the
22 hearing conducted on the Clarifying Motion on March 19, 2013, and I am familiar with the terms
23 and provisions of the Preliminary Injunction Order (Doc. No. 130) and the Order Granting
24 Motion for Order Clarifying Preliminary Injunction Order and for Further Instructions Regarding
25 Scope of Receivership Defendants under Preliminary Injunction Order and Report of Receiver's
26 Financial Reconstruction and Granting Relief from Local Rule 66-5 Pertaining to Notice to
27 Creditors After Hearing (Doc. No. 897/900) ("Clarifying Order") entered March 25, 2013.

28

1 4. On August 28, 2014, I received a telephone call from Jason Vowell ("Vowell")
2 regarding the property located at 573 S. Woods View Circle, St. George, Utah ("573
3 Woodsview"). During my discussion with him, I reiterated that the Receiver had set a deadline of
4 August 31, 2014 for him to vacate the 573 Woodsview property and turn over possession of the
5 property to the Receiver and that if he failed to vacate the property as requested by the Receiver,
6 the Receiver would seek orders of the Court compelling him to vacate the property. I further
7 explained to him that the Receiver would be seeking an order of the Court authorizing the
8 Receiver to list the property for sale with a real estate broker and market the property. I also
9 explained that when the Receiver located a buyer with an acceptable purchase offer, the Receiver
10 would file another motion to obtain Court approval of the sale and would conduct an overbid
11 session with notice to him and the public which would provide him with an additional
12 opportunity to locate funding and submit a bid to acquire the property from the receivership
13 estate.

14 5. While Vowell indicated he did not want "trouble" with the Receiver and that he
15 understood the procedures for the sale that I had outlined, he refused to commit to vacating the
16 property by August 31, 2014. He stated that he would contact me on August 29, 2014 to provide
17 me with more information regarding his source of funding for his proposed purchase of the
18 property and proof that his funding source had the financial ability to provide the necessary
19 funding. As of September 7, 2014, I received no further substantive financial information or
20 documentation from Vowell supporting his proposed purchase of the 573 Woodsview property. I
21 also received no confirmation from him that he had vacated the premises or intended to
22 immediately vacate the premises based on the Receiver's demand.

23 6. I am causing copies of the Motion and all supporting pleadings to be served on
24 Jason Vowell by overnight mail service and electronic transmission (e-mail). As set forth above,
25 I had previously advised Vowell of the Receiver's intent to pursue the relief sought in the Motion
26 in the receivership court. In this case, there are a large number of non-consumer and other
27 creditors and several defendants who are currently unrepresented as well as several counsel for
28 represented parties. It is also not feasible given the number of those persons for the Receiver to

1 attempt to contact them to address the Motion in advance of filing, and the Receiver believes the
2 most cost-effective and feasible method of providing notice of the Motion is through the service
3 of the notice of filing, as my firm has caused to be made in this instance. The expense and burden
4 on the estate of attempting to effectuate telephonic or other similar notice rather than mail service
5 and service on the ECF-registered parties through the Court web site would drain the estate's
6 resources and cause undue administrative expense and delay.

7 I declare under penalty of perjury that the foregoing is true and correct and that this
8 declaration was executed this 8th day of September 2014 at Los Angeles, California.

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10 /s/Gary Owen Caris
GARY OWEN CARIS

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11 Attorneys for Receiver
**ROBB EVANS OF ROBB EVANS & ASSOCIATES
LLC**

12
13 **UNITED STATES DISTRICT COURT**

14
15 **DISTRICT OF NEVADA**

16 FEDERAL TRADE COMMISSION,
17

18 Plaintiff,

19 v.

20 JEREMY JOHNSON, individually, as officer
of Defendants I Works, Inc., etc., et al.,

21 Defendants.
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Case No. 2:10-CV-02203-MMD-GWF

**DECLARATION OF BRICK KANE IN
SUPPORT OF EMERGENCY MOTION:
(1) AUTHORIZING RECEIVER TO LIST
AND OFFER FOR SALE PROPERTY
LOCATED AT 573 S. WOODS VIEW
CIRCLE, ST. GEORGE, UTAH; (2)
COMPELLING JASON VOWELL AND
ALL OTHERS RESIDING AT THE 573 S.
WOODSVIEW CIRCLE PROPERTY TO
VACATE AND TURNOVER
POSSESSION TO THE RECEIVER AND
FOR RELATED RELIEF; AND
(3) GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS**

28

1 I, Brick Kane, declare:

2 1. I am the President and Chief Operating Officer of Robb Evans & Associates LLC
3 and a deputy to the Receiver Robb Evans of Robb Evans & Associates LLC ("Receiver"), the
4 Receiver over the Corporate Defendants as defined in the Preliminary Injunction Order in this
5 matter, and over the assets of Jeremy Johnson ("Johnson") (collectively the Corporate Defendants
6 and Johnson are referred to herein as the "Receivership Defendants"). I am one of the members
7 of Robb Evans & Associates LLC with primary responsibility for the daily administration,
8 supervision and management of the receivership estate. I have personal knowledge of the matters
9 set forth in this declaration or I have gained knowledge of these matters through other members
10 and deputies of the Receiver during my supervision and management in this matter. If called
11 upon to testify as to these matters I could and would competently testify thereto.

12 2. The Receiver was appointed originally as temporary receiver pursuant to the
13 Court's Order (Doc. No. 19) ("TRO") issued January 13, 2011. Thereafter, pursuant to the Court's
14 Preliminary Injunction Order issued February 10, 2011, the Receiver became permanent receiver
15 in this matter.

16 3. I am one of the deputies to the Receiver who has been responsible for the
17 supervision and administration of the receivership estate and for the Receiver's review and
18 investigation of assets and analysis of financial and business records relevant to the receivership
19 and the Receiver's exercise of his powers and duties under the TRO and Preliminary Injunction
20 Order. I personally participated in the preparation and review of the Receiver's initial Report of
21 Temporary Receiver's Activities January 13, 2011 Through February 4, 2011 which was filed
22 with the Court on February 8, 2011 (Doc. No. 127) ("Receiver's First Report") and the Report of
23 Receiver's Financial Reconstruction dated January 31, 2012 ("Second Report") filed with the
24 Court on February 3, 2012 along with four volumes of Appendices of Exhibits to the Second
25 Report (Doc. Nos. 464, 465-468). I personally participated in the review and evaluation of many
26 of the documents and records upon which the information contained in the Receiver's First
27 Report and Second Report are based.

28

1 4. On May 30, 2012, the Receiver filed a Motion for Order Clarifying Preliminary
2 Injunction Order and for Further Instructions Regarding Scope of Receivership Defendants under
3 Preliminary Injunction Order and Report of Receiver's Financial Reconstruction and Granting
4 Relief from Local Rule 66-5 Pertaining to Notice to Creditors (Doc. No. 580 *et seq.*) ("Clarifying
5 Motion"). I attended the hearing conducted on the Clarifying Motion on March 19, 2013, and I
6 am familiar with the terms and provisions of the Preliminary Injunction Order (Doc. No. 130) and
7 the Order Granting Motion for Order Clarifying Preliminary Injunction Order and for Further
8 Instructions Regarding Scope of Receivership Defendants under Preliminary Injunction Order
9 and Report of Receiver's Financial Reconstruction and Granting Relief from Local Rule 66-5
10 Pertaining to Notice to Creditors After Hearing (Doc. No. 897/900) ("Clarifying Order") entered
11 March 25, 2013.

12 5. I am one of the deputies to the Receiver who has been primarily responsible for
13 addressing the Receiver's interest in the single family residence located at 573 S. Woods View
14 Circle, St. George, Utah ("573 Woodsvew"). My work involving the property has included
15 reviewing the title history and funding for the acquisition of that property disclosed through the
16 Receiver's investigation, evaluating the means and expenses of preserving the property and
17 addressing the disposition of the property with Jason Vowell ("Vowell") who resided in the
18 property since entry of the Clarifying Order except for a period of approximately one year, during
19 which time he was incarcerated on federal drug charges. Vowell returned to live at the property
20 after he was released from federal prison and a half-way house on June 13, 2014.

21 6. Title to 573 Woodsvew is held in the name of Lift Off Financial, LLC ("Lift
22 Off"), an entity formed in March 2010 in connection with Jeremy Johnson's efforts to transfer and
23 conceal approximately \$51.4 million in hidden receivership assets and funds described in
24 extensive detail in the Receiver's Second Report. Lift Off is one of the Jason Vowell Entities
25 beneficially owned and controlled by Jeremy Johnson, with Vowell listed as the manager of this
26 entity. Under the Court's Clarifying Order, Lift Off is a Receivership Defendant and the entity
27 and its assets constitute receivership property subject to the Receiver's administration under the
28 Preliminary Injunction, as are the assets of Vowell. The 573 Woodsvew property was previously

1 subject to a deed of trust securing a debt of approximately \$800,000 principle in favor of Billy's
2 Ltd., LLC ("Billy's"). The Billy's debt was also secured by deeds of trust on three other parcels of
3 real property located on Woodsvie Circle. The Receiver investigated the Billy's debt,
4 determined that it was a valid third party loan and entered into an agreement with Billy's that gave
5 the estate time to pay off the Billy's debt at a discount by December 15, 2013. The Receiver
6 satisfied the Billy's debt at the discounted payoff amount prior to December 15, 2013. The 573
7 Woodsvie property is therefore currently unencumbered except for a lien for accruing and
8 unpaid real property taxes.

9 7. Prior to the hearing on the Clarifying Motion, Vowell was arrested on federal drug
10 charges and after the Clarifying Order was entered, he entered into a plea agreement and was
11 sentenced to federal prison in Florida. The Receiver determined in his discretion that the
12 Receiver would not seek to take possession of the 573 Woodsvie property during the period of
13 Vowell's incarceration to provide him with a fair and reasonable opportunity to try to make
14 financial arrangements to pay the estate the value of its interest in that property and/or to
15 otherwise reach a settlement with the Receiver concerning that asset and other property in which
16 he holds a nominal interest and which is subject to the Clarifying Order. I had a number of
17 communications with Vowell during his incarceration concerning 573 Woodsvie, and at his
18 request and in order to prevent the property from suffering damage and to preserve its value for
19 the estate, the Receiver determined to pay for certain utility service to the property and
20 maintenance expenses to limit or prevent its physical deterioration until the Receiver took
21 possession of the property.

22 8. Vowell was released from prison and completed his term at a half-way house in
23 Salt Lake City. Jason Vowell returned to St. George to reside in the 573 Woodsvie property
24 after completing his sentence on June 13, 2014. I have had numerous communications with him
25 beginning in June 2014 in which I provided him an opportunity to try to locate funding to acquire
26 the estate's interest in the property. Vowell and I agreed that because the Receiver had obtained
27 two brokers opinions of value for 573 Woodsvie valuing the property at \$1.4 to \$1.5 million, a
28 sale at \$1.3 million without a broker's commission would be reasonable, and that any proposal

1 Vowell would make to the Receiver must include a \$1.3 million cash payment for the value of the
2 estate's interest from a bona fide, third party source (not other receivership sources), and from a
3 financially responsible and capable party either through that third party's purchase of the property
4 from the estate or from a loan by the third party to Vowell to fund Vowell's purchase of the
5 property from the estate. The Receiver also indicated, as is customary in virtually all of the real
6 estate sales accepted and presented for Court approval by the Receiver in this case, that a
7 substantial, non-refundable earnest money deposit was also required as part of any sale.

8 9. From June 2014 through mid-July 2014, Vowell presented certain proposals to the
9 Receiver for his acquisition of 573 Woodsvew, none of which met the Receiver's requirements.
10 Vowell is not currently employed and has indicated to the Receiver that he has no independent
11 source of funds or assets personally with which to fund his proposed acquisition of the property.
12 During this time frame, the Receiver was never presented with any information or documentation
13 by Vowell of a bona fide, third party source of funding for the purchase of 573 Woodsvew,
14 including any proof of available funds in amounts necessary to acquire the estate's interest. On
15 July 16, 2014, I directed an e-mail to Vowell setting forth the Receiver's position that if the
16 Receiver had not been presented with an acceptable written proposal by Vowell for the
17 acquisition of the estate's interest in the property by July 31, 2014, the Receiver would expect
18 Vowell to vacate the property by August 31, 2014. A true and correct copy of my July 16, 2014
19 e-mail to Vowell is attached hereto as Exhibit 1.

20 10. Vowell did not present an acceptable proposal to the Receiver by July 31, 2014,
21 and on August 1, 2014, I directed another e-mail to Vowell instructing him to vacate the 573
22 Woodsvew property by August 31, 2014, a true and correct copy of which is attached hereto as
23 Exhibit 2. After August 1, 2014, Val Miller, another deputy to the Receiver, and I have continued
24 to have a series of discussions and e-mail communications with Vowell regarding the property
25 and have reviewed and considered the various proposals he has continued to address to the
26 Receiver for him to acquire the property from the estate. At no time since June 2014 when the
27 Receiver began discussions with Vowell regarding his desire to acquire the property from the
28 estate has Vowell ever presented financial information demonstrating that Vowell or any third

1 party with which he is associated has the financial ability to fund the acquisition of the 573
2 Woodsvview property for \$1.3 million.

3 11. On August 28, 2014, Val Miller and I had another telephone call with Vowell
4 asking him to make arrangements for the delivery of keys and turnover of possession of the 573
5 Woodsvview property to the Receiver in light of the Receiver's demand that he vacate the premises
6 by August 31, 2014. Vowell advised us that he had no intention of vacating the property either
7 by August 31, 2014 or any other date and that the Receiver would have to get the "National
8 Guard" to remove him from the property.

9 12. The 573 Woodsvview property requires ongoing payment of maintenance, utility
10 and other expenses to preserve the property pending disposition, and the senior lien for real
11 property taxes continues to accrue unabated until the property can be sold. The Receiver requires
12 exclusive possession and control of the 573 Woodsvview property in order to list and market the
13 property for sale, and the Receiver must have unfettered access to the property for any real estate
14 broker wishing to show the property to prospective purchasers. The Receiver requires exclusive
15 possession and control of the property to ensure that the Receiver will be able to transfer physical
16 possession of the property to a third party buyer after any sale is approved without the risk of
17 Vowell continuing to occupy the property and refusing to vacate. The Receiver requires the
18 assistance of the Court in order to remove Vowell from the premises and to allow the Receiver to
19 take exclusive possession and control of 573 Woodsvview as provided in the Preliminary
20 Injunction and Clarifying Order.

21 13. In this case, there are an unknown but believed to be a very large number of
22 consumer creditors who may have claims against the Receivership Defendants arising out of the
23 business operations of the Receivership Defendants prior to the Receiver's appointment. The
24 identity and location of such consumer creditors have not been determined by the Receiver at this
25 time. Given the Receiver's determination that more than \$332.5 million in sales revenues was
26 generated by I Works and the related and affiliated entities, the amount of consumer creditors
27 could number in the tens of thousands. It is not realistically possible or beneficial for the estate
28 for the Receiver to attempt to serve the potential consumer creditors with this and other similar

1 administrative motions, and the expense and burden on the estate of attempting to effectuate such
2 service would drain the estate's resources and cause undue administrative expense. The more
3 limited notice by service of notice of the Motion on known non-consumer creditors is consistent
4 with the notice the Court has previously approved regarding other motions.

5 I declare under penalty of perjury that the foregoing is true and correct and that this
6 declaration was executed this 8 day of September 2014 at Sun Valley, California.

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10 BRICK KANE

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EXHIBIT 1

EXHIBIT 1

Hawes, Lesley Anne

From: brick kane <brick_kane@robbevans.com>
Sent: Wednesday, July 16, 2014 10:07 AM
To: jason.vowell@yahoo.com
Cc: Val Miller
Subject: Woodsvie house

Jason,

The Receiver is not able to accept your recent offer of \$800,000 for the 573 Woodsvie house. You, Val, and I agreed the home is worth not less than \$1.3 million.

We need certainty that the Receiver will be paid all cash of not less than \$1.3 million within twelve months. You have until July 31, 2014 to present another offer that meets the Receiver's requirements.

If you are not able to present an acceptable offer by that date, the Receiver will give you up to August 31, 2014 to vacate the home.

Brick

EXHIBIT 2

EXHIBIT 2

Hawes, Lesley Anne

From: brick kane <brick_kane@robbevans.com>
Sent: Friday, August 01, 2014 1:17 PM
To: jason.vowell@yahoo.com
Cc: Val Miller
Subject: Woodsvievw home

Jason,

In my re-mail to you of July 16, 2014, I gave you until July 31, 2014 to present a proposal that was acceptable to the Receiver in order for you to pay the receivership estate and keep the house at 573 S. Woodsvievw Circle. You were not able to meet that deadline; you have not submitted a proposal acceptable to the Receiver by July 31, 2014. Therefore, as I indicated in my July 16, 2014 e-mail, the Receiver is directing you to vacate the 573 S. Woodsvievw Circle property by no later than August 31, 2014. You can arrange to turn over the keys to the Receiver by contacting Val Miller or me by no later than August 28, 2014 to schedule a time to deliver the keys to the Receiver on Monday, September 1, 2014. Thank you for your cooperation.

Brick

Brick Kane
President & Chief Operating Officer
Robb Evans & Associates LLC
(818) 683-1061