

**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-RLH-GWF**

**Notice of Filing of Second Omnibus Motion for Order:**

- (1) Approving and Confirming Sales of Aircraft and for Related Relief, Including Sale Free and Clear of Liens;**
- (2) Approving Compromise of Controversy with Far West Regarding EC135 Litigation; and**
- (3) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

**Filed April 6, 2012**

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

12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

14 **FEDERAL TRADE COMMISSION,**

15 **Plaintiff,**

16 **v.**

17 **JEREMY JOHNSON, etc., et al.,**

18 **Defendants.**

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

**NOTICE OF FILING OF SECOND  
OMNIBUS MOTION FOR ORDER (1)  
APPROVING AND CONFIRMING  
SALES OF AIRCRAFT AND FOR  
RELATED RELIEF, INCLUDING SALE  
FREE AND CLEAR OF LIENS; (2)  
APPROVING COMPROMISE OF  
CONTROVERSY WITH FAR WEST  
REGARDING EC135 LITIGATION;  
AND (3) GRANTING RELIEF FROM  
LOCAL RULE 66-5 PERTAINING TO  
NOTICE TO CREDITORS**

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, has filed the Receiver’s Notice of Motion and Second Omnibus Motion for Order: (1)  
4 Approving and Confirming Sales of Aircraft and For Related Relief, Including Sale Free and  
5 Clear of Liens; (2) Approving Compromise of Controversy with Far West Regarding EC135  
6 Litigation; and (3) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors  
7 (“Motion”) pursuant to which the Receiver seeks an order from the Court for the following relief:

8 **Aircraft**

9 1. An order approving and confirming the Receiver’s proposed sale of that certain  
10 1978 Beech Sierra fixed-wing aircraft, Registration/Tail No. N20135 MC 604 and all associated  
11 avionics and other related equipment (“Beech”) to an arms’ length, third party buyer, Brad Smith  
12 (“Beech Buyer”), for a cash payment in the sum of \$30,000 “as is, where is, with all faults”  
13 pursuant to that certain Aircraft Purchase Agreement dated as of March 9, 2012 (“Beech Purchase  
14 Contract”), a true and correct copy of which is attached as Exhibit 2 to the Declaration of Kenton  
15 Johnson in support of the Motion, and in connection therewith:

16 (a) Authorizing the Receiver to pay at the closing of the sale of the Beech from  
17 the gross sales proceeds a commission of \$6,000 to Southwest Aircraft Sales in connection with  
18 the Beech sale pursuant to the Exclusive Agreement to Locate Buyer for Aircraft between the  
19 Receiver and Southwest Aircraft Sales (“Broker”) dated as of November 10, 2011 and the Sale  
20 Authorization Order entered by the Court on August 26, 2011 (Doc. No. 288), and any other  
21 ordinary and customary closing costs, taxes and/or fees for which the seller is responsible;

22 (b) Authorizing the Receiver to complete the sale of the Beech without further  
23 notice, hearing, order or overbidding under the circumstances as further described in the Motion,  
24 including without limited to the wide exposure to the market that preceded the Receiver’s  
25 acceptance of the Beech Purchase Contract, the condition of the aircraft, and the price achieved  
26 for the aircraft after receipt of multiple purchase offers, and

1 (c) Authorizing the Receiver to execute all documents and instruments  
2 necessary or convenient to complete, implement, and effectuate the sale of the Beech, including  
3 without limitation any documents necessary or convenient to transfer title thereto;

4 2. An order approving and confirming the Receiver's proposed sale of that certain  
5 1978 Cessna P210 fixed-wing aircraft, Registration/Tail No. N4827P MC Serial No. P210 00119  
6 and all associated avionics and other related equipment ("Cessna") to an arms' length, third party  
7 buyer, Pinnacle Sales LLC ("Cessna Buyer"), for a cash payment in the sum of \$200,001 "as is,  
8 where is, with all faults" pursuant to that certain Aircraft Purchase Agreement dated as of March  
9 12, 2012 ("Cessna Purchase Contract"), a true and correct copy of which is attached as Exhibit 3  
10 to the Declaration of Kenton Johnson in support of the Motion, and in connection therewith:

11 (a) Authorizing the Receiver to pay at the closing of the sale of the Cessna  
12 from the gross sales proceeds a commission of 6% of the gross sales price (\$12,000) to Southwest  
13 Aircraft Sales in connection with the Cessna sale pursuant to the Exclusive Agreement to Locate  
14 Buyer for Aircraft between the Receiver and Southwest Aircraft Sales ("Broker") dated as of  
15 November 10, 2011 and the Sale Authorization Order, and any other ordinary and customary  
16 closing costs, taxes and/or fees for which the seller is responsible;

17 (b) An order authorizing the Receiver to sell and transfer the Cessna free and  
18 clear of liens, including specifically any liens of SunFirst Bank, now in receivership with the  
19 Federal Deposit Insurance Corporation as Receiver ("SunFirst"), which are disputed, including  
20 without limitation the lien reflected in that Notice of Aircraft Security Agreement and Aircraft  
21 Security Agreement dated as of May 19, 2010 in favor of SunFirst, and recorded with the Federal  
22 Aviation Administration ("FAA") on June 14, 2010 as Conveyance No. CIC004339, and the  
23 UCC-1 Financing Statement filed with the Utah Department of Commerce as File No.  
24 380044201032, with such liens to attach to the proceeds of sale in the same amount, and with the  
25 same validity, extent and priority as said liens had against the Cessna, and subject to further order  
26 of the Court determining the amount, validity, extent and priority of such liens;

27 (c) Authorizing the Receiver to complete the sale of the Cessna without further  
28 notice, hearing, order or overbidding under the circumstances as further described in the Motion,

1 including without limited to the wide exposure to the market, the multiple offers received for the  
2 aircraft and the notice and overbidding opportunity provided to interested purchasers that  
3 preceded the Receiver's acceptance of the Cessna Purchase Contract, and

4 (d) Authorizing the Receiver to execute all documents and instruments  
5 necessary or convenient to complete, implement, and effectuate the sale of the Beech, including  
6 without limitation any documents necessary or convenient to transfer title thereto;

7 **Compromise of Controversy with Far West As to EC135 Litigation**

8 3. An order approving and authorizing the Receiver to enter into a compromise of  
9 controversy with AmericanWest Bank, Inc. formerly known as Far West Bank ("FarWest"), as  
10 reflected in the Agreement dated as of March 6, 2012 ("Far West Settlement") between the  
11 Receiver and Far West, a true and correct copy of which is attached as Exhibit 4 to the  
12 Declaration of Kenton Johnson filed in support of the Motion, and in connection therewith,  
13 authorizing the Receiver to execute all documents and instruments necessary or convenient to  
14 complete, implement, and effectuate the Far West Settlement, including without limitation any  
15 documents necessary or convenient to transfer title thereto;

16 4. An order deeming notice of the Motion to be sufficient under Local Civil Rule 66-  
17 5 based on the service of this notice of the filing of the Motion and the Motion on all parties and  
18 service of this notice of the filing of the Motion on all known non-consumer creditors of the estate  
19 and parties in interest asserting liens on the Aircraft, and on all known taxing authorities with a  
20 potential claim in the receivership estate concurrent with the filing of the Motion with the Court,  
21 but not on the tens of thousands of potential consumer creditors; and

22 5. An order for such additional relief as may be necessary or appropriate to allow the  
23 Receiver to effectuate the sale of the foregoing assets and the Far West Settlement.

24 The Motion is made pursuant to 28 U.S.C. §§ 2001 and 2004 and Local Civil Rules 7-2  
25 and 66-5 and other applicable law and is based upon this notice of filing of the Motion, the  
26 Motion, the memorandum of points and authorities and the Declaration of Kenton Johnson filed  
27 in support of the Motion, any reply, and upon all other pleadings and documentary evidence as  
28 may be presented to the Court by the Receiver.

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Dated: April 6, 2012

Respectfully submitted,  
RANDOLPH L. HOWARD  
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP  
GARY OWEN CARIS  
LESLEY ANNE HAWES

By: /s/ Gary Owen Caris

Gary Owen Caris  
Lesley Anne Hawes

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