

**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 Motion for Order:

- (1) Approving and Confirming Sales of Three Woodsvew Properties and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

Filed October 3, 2013

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

12 **UNITED STATES DISTRICT COURT**

13
14 **DISTRICT OF NEVADA**

16 FEDERAL TRADE COMMISSION,

17 Plaintiff,

18 v.

19 JEREMY JOHNSON, etc., et al.,

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

**NOTICE OF FILING OF MOTION FOR
ORDER: (1) APPROVING AND
CONFIRMING SALES OF THREE
WOODSVIEW PROPERTIES AND FOR
RELATED RELIEF; AND
(2) 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 his Motion for Order: (1) Approving and Confirming Sales of Three
4 Woodsvie Properties and for Related Relief; and (2) Granting Relief from Local Rule 66-5
5 Pertaining to Notice to Creditors ("Motion"). Pursuant to the Motion, the Receiver hereby moves
6 the Court for an order authorizing the Receiver to sell the three Woodsvie Properties on the
7 terms and conditions more fully described below and for related relief, including without
8 limitation for modification of the sale procedures of 28 U.S.C. section 2001 in connection
9 therewith. The Receiver seeks an order approving such sales in order for the sales to be
10 completed and the deeds of trust in favor of Billy's Limited, LLC ("Billy's Limited") encumbering
11 such properties satisfied timely at the agreed discounted payoff by the deadline of December 15,
12 2013. The Receiver specifically seeks the following relief:

13 **SALE OF LOT 5 PROPERTY**

14 1. An order approving and confirming the Receiver's proposed sale of the vacant land
15 identified as Lot 5, The Woods at Valley View Subdivision, St. George, Utah title to which is
16 held by Kombi Capital LP (“Lot 5 Property”) for a purchase price of \$199,000, all cash and
17 without any financing contingency, to Dixiliken Investments, LLC ("Lot 5 Buyer") pursuant to
18 the Real Estate Purchase Contract for Land dated as of September 4, 2013 together with related
19 Addendum No. 1, the "As-Is Purchase" and Additional Terms provisions (collectively the "Lot 5
20 Purchase Agreement") (the foregoing sale is referred to herein for convenience as the "Lot 5
21 Sale"). A true and correct copy of the Lot 5 Purchase Agreement is attached as Exhibit 2 to the
22 Declaration of M. Val Miller filed concurrently herewith in support of the Motion. In connection
23 with the Lot 5 Sale, the Receiver further seeks an order:

24 A. Authorizing the Receiver to execute all documents and instruments
25 necessary or convenient to complete, implement, effectuate and close the Lot 5 Sale of the Lot 5
26 Buyer pursuant to the terms and conditions of the Lot 5 Purchase Agreement and the order to be
27 entered on the Motion, including but not limited to the deed conveying title to the Lot 5 Property;

1 B. Authorizing the Receiver to permit and/or cause to be paid from the
2 proceeds of sale of the Lot 5 Property all ordinary and customary closing costs, all costs and
3 expenses required to be paid under the terms of the Lot 5 Purchase Agreement by the seller from
4 the proceeds of sale, all commissions provided for in the Exclusive Right to Sell Listing
5 Agreement and the Lot 5 Purchase Agreement attached as Exhibits 1 and 2, respectively, to the
6 Declaration of M. Val Miller filed in support of the Motion, all real property taxes due up to date
7 of closing and the deed of trust in favor of Billy's Limited encumbering the Lot 5 Property;

8 C. Authorizing the Receiver to complete the sale of the Lot 5 Property without
9 further notice, order or overbidding under the circumstances, including the benefits to the
10 receivership estate of satisfying the deed of trust encumbering the Lot 5 Property in favor of
11 Billy's Limited at a discounted amount by the December 15, 2013 deadline under the Receiver's
12 agreement with Billy's Limited, the favorable terms of the Lot 5 Sale, the purchase price achieved
13 for the Lot 5 Sale which equals or exceeds the average of the three recent valuations for the Lot 5
14 Property, and the status of the Lot 5 Buyer, who is well-qualified and is the proposed purchaser of
15 the Lot 7 Property and is affiliated with the proposed purchasers of 505 Woodsviw as set forth
16 hereafter;

17 **SALE OF LOT 7 PROPERTY**

18 2. An order approving and confirming the Receiver's proposed sale of the vacant land
19 identified as Lot 7, The Woods at Valley View Subdivision, St. George, Utah title to which is
20 held by Kombi Capital LP ("Lot 7 Property") for a purchase price of \$85,000, all cash and
21 without any financing contingency, to Dixiliken Investments, LLC ("Lot 7 Buyer") pursuant to
22 the Real Estate Purchase Contract for Land dated as of September 4, 2013 together with related
23 Addendum No. 1, the "As-Is Purchase" and Additional Terms provisions (collectively the "Lot 7
24 Purchase Agreement") (the foregoing sale is referred to herein for convenience as the "Lot 7
25 Sale"). A true and correct copy of the Lot 7 Purchase Agreement is attached as Exhibit 4 to the
26 Declaration of M. Val Miller filed concurrently herewith in support of the Motion. In connection
27 with the Lot 7 Sale, the Receiver further seeks an order:
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1 for convenience as the "505 Woodsvie Sale"). A true and correct copy of the 505 Woodsvie
2 Purchase Agreement is attached as Exhibit 6 to the Declaration of M. Val Miller filed
3 concurrently herewith in support of the Motion. In connection with the 505 Woodsvie Sale, the
4 Receiver further seeks an order:

5 A. Authorizing the Receiver to execute all documents and instruments
6 necessary or convenient to complete, implement, effectuate and close the 505 Woodsvie Sale to
7 the 505 Woodsvie Buyers pursuant to the terms and conditions of the 505 Woodsvie Purchase
8 Agreement and the order to be entered on the Motion, including but not limited to the deed
9 conveying title to 505 Woodsvie;

10 B. Authorizing the Receiver to permit and/or cause to be paid from the
11 proceeds of sale of 505 Woodsvie all ordinary and customary closing costs, all costs and
12 expenses required to be paid under the terms of the 505 Woodsvie Purchase Agreement by the
13 seller from the proceeds of sale, all commissions provided for in the Exclusive Right to Sell
14 Listing Agreement and the 505 Woodsvie Purchase Agreement attached as Exhibits 5 and 6 to
15 the Declaration of M. Val Miller filed in support of the Motion, all real property taxes due up to
16 date of closing and the deed of trust in favor of Billy's Limited encumbering 505 Woodsvie;

17 C. Authorizing the Receiver to complete the sale of 505 Woodsvie without
18 further notice, order or overbidding under the circumstances, including the benefits to the
19 receivership estate of satisfying the deed of trust encumbering 505 Woodsvie in favor of Billy's
20 Limited at a discounted amount by the December 15, 2013 deadline under the Receiver's
21 agreement with Billy's Limited, the favorable terms of the 505 Woodsvie Sale, the purchase
22 price achieved for the 505 Woodsvie Sale which equals or exceeds the average of the three
23 recent valuations for the 505 Woodsvie Property, and the status of the 505 Woodsvie Buyers,
24 who are well-qualified and are affiliated with the proposed purchasers of the Lot 5 Property and
25 Lot 7 Property as set forth hereafter; and

26 **OTHER RELIEF**

27 4. An order deeming notice of the Motion to be sufficient under Local Civil Rule 66-
28 5 based on the service of this notice of the filing of the Motion and the Motion on all parties and

1 the affected lienholder, and service of a notice of the filing of the Motion on all known non-
2 consumer creditors of the estate, and on all known taxing authorities with a potential claim in the
3 receivership estate concurrent with the filing of the Motion with the Court.

4 The Motion is made pursuant to 28 U.S.C. § 2001 and Local Civil Rules 66-5 and 66-10
5 and other applicable law and is based upon this notice of filing of the Motion, the notice of
6 motion and motion, the memorandum of points and authorities and the Declaration of M. Val
7 Miller filed in support thereof, any reply, and upon all other pleadings, documentary evidence and
8 argument as may be presented to the Court by the Receiver.

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10 Dated: October 3, 2013

Respectfully submitted,

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RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

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MCKENNA LONG & ALDRIDGE LLP
GARY OWEN CARIS
LESLEY ANNE HAWES

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By: /s/ Gary Owen Caris

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Gary Owen Caris
Lesley Anne Hawes

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

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