

**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**

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

- (1) Authorizing, Approving and Confirming Sale of 647 Arrowhead Trail, Santa Clara, Utah and Sale and Overbid Procedures and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

**Filed December 4, 2013**

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

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

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

20 JEREMY JOHNSON, etc., et al.,

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

**NOTICE OF FILING OF MOTION FOR  
ORDER (1) AUTHORIZING,  
APPROVING AND CONFIRMING SALE  
OF 647 ARROWHEAD TRAIL, SANTA  
CLARA, UTAH AND SALE AND  
OVERBID PROCEDURES 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) Authorizing, Approving and Confirming Sale of 647  
4 Arrowhead Trail, Santa Clara, Utah and Sale and Overbid Procedures and for Related Relief; and  
5 (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors (“Motion”). Pursuant  
6 to the Motion, the Receiver moves the Court for the following relief:

7 1. An order approving the Receiver’s proposed sale and overbid procedures for the  
8 sale of the real property located at 647 Arrowhead Trail, Santa Clara, Utah 84765 (“Arrowhead  
9 Trail Property”) and authorizing and confirming the sale of the Arrowhead Trail Property on an  
10 “as is” basis more fully described in the sale contract documents by private sale either (a) to Title  
11 Solutions (“Proposed Buyer”), an arm’s length buyer, at a purchase price of \$390,000 pursuant to  
12 the Real Estate Purchase Contract dated October 23, 2013, Addendum No. 1 to Real Estate  
13 Purchase Contract, Addendum No. 2 to Real Estate Purchase Contract/Counteroffer dated  
14 October 31, 2013 and accepted November 1, 2013, and the Additional Terms and As Is Purchase  
15 attachments attached collectively as Exhibit 2 to the Declaration of M. Val Miller in support of  
16 this Motion (collectively “Proposed Purchase Agreement”), or (b) to such higher qualified  
17 overbidder who hereafter submits the highest qualified overbid at a subsequent overbid session to  
18 be conducted under the terms and conditions more fully set forth herein and approved by the  
19 Court, which sale the Receiver requests be approved and confirmed without further notice,  
20 hearing or order. The overbid procedures, terms and conditions for which the Receiver seeks  
21 approval include the following:

22 A. The overbid session shall be conducted within 30 days of the date of entry of the  
23 order granting the Motion. The overbid session will be conducted at the offices of Kirch & Todd  
24 Real Estate, 43 South 100 East, Suite 200, St. George, Utah 84770;

25 B. The Receiver will cause to be published a notice of the proposed sale of the  
26 Arrowhead Trail Property to a qualified bidder at the overbid session to be conducted under  
27 paragraph 1.A. above, which notice shall state the date, time and place of the overbid session, the  
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1 requirement for pre-qualification by overbidders and the terms and conditions of the overbidding  
2 and sale of the property, as described below (“Overbid Notice”). The Receiver will cause the  
3 Overbid Notice to be published in The Spectrum newspaper one time at least ten days prior to the  
4 scheduled overbid session date. The Spectrum is a daily newspaper of general circulation that  
5 covers Southern Utah and specifically Santa Clara where the Arrowhead Trail Property is located.

6 C. Any person wishing to overbid at the overbid session shall be required to pre-  
7 qualify with the Receiver no later than 10:00 a.m. two business days preceding the overbid  
8 session by delivering to the Receiver’s office located at 6037 S. Ft. Apache Road, Suite 130, Las  
9 Vegas, Nevada 89148: (a) notice in writing of the prospective overbidder’s intent to overbid  
10 together with (b) written verification from a financial institution demonstrating to the Receiver’s  
11 satisfaction, in the Receiver’s sole opinion and judgment, the prospective overbidder’s ability to  
12 complete and close a purchase of the Arrowhead Trail Property through sufficient funds or credit  
13 facilities within 10 days of the date of the overbid session, and (c) a cashier’s check in the sum of  
14 \$20,000 payable to I Works Inc. Receivership QSF, which cashier’s check shall become non-  
15 refundable upon acceptance of the overbidder’s overbid at the conclusion of the overbid session.

16 D. Overbidders bidding at the overbid session will be deemed to have completed all  
17 inspections of the Arrowhead Trail Property and will be deemed to have waived and/or removed  
18 all contingencies in favor of the buyer under the Proposed Purchase Agreement, including  
19 without limitation any contingency pertaining to inspection of title, and will be required to  
20 complete a cash purchase of the Arrowhead Trail Property and close escrow for the purchase of  
21 the Arrowhead Trail Property within 10 days of the date of the overbid session. The successful  
22 overbidder will be required to execute a purchase agreement for the Arrowhead Trail Property  
23 substantially in the form of the Proposed Purchase Agreement together with a waiver of all buyer  
24 contingencies promptly after conclusion of the overbid session.

25 E. The initial overbid shall be in the amount of \$429,000.00 (an amount that is  
26 \$39,000, or 10%, higher than the purchase price under the Proposed Purchase Agreement), and all  
27 subsequent overbids shall be in an amount at least \$10,000 higher than the preceding bid.

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1 F. Pursuant to the Proposed Purchase Agreement and the Receiver's listing  
2 agreement with James Fales of Todd & Kirch Real Estate ("Broker"), a sales commission in the  
3 amount of 6% of the purchase price paid for the Arrowhead Trail Property by the Proposed  
4 Buyer, or if a higher overbid is received and accepted at the overbid session, by the winning  
5 overbidder, shall be paid from the proceeds of sale of the Arrowhead Trail Property at close of  
6 escrow and shall be paid to the Broker as listing agent under the listing agreement, or if buyer is  
7 represented by a cooperating broker, shall be divided and paid equally to the Broker as the listing  
8 agent and the buyer's cooperating broker, under the terms of the listing agreement.

9 G. The sale of the Arrowhead Trail Property by private sale to the Proposed Buyer  
10 under the Proposed Purchase Agreement, or to the person who submits the highest qualified  
11 overbid at the overbid session to be conducted pursuant to the foregoing procedures, will be  
12 deemed confirmed by Order on the Motion without further notice or hearing and without the  
13 necessity of any subsequent motion for confirmation of the sale;

14 2. An order authorizing the Receiver to execute all documents and instruments  
15 necessary or convenient to complete, implement, effectuate and close the sale of the Arrowhead  
16 Trail Property to the purchaser, including but not limited to the deed conveying title to the  
17 Arrowhead Trail Property;

18 3. An order authorizing the Receiver to permit and/or cause to be paid from the  
19 proceeds of sale all ordinary and customary closing costs, all costs and expenses required to be  
20 paid under the terms of the Proposed Purchase Agreement by the seller from the proceeds of sale,  
21 all commissions provided for in the Proposed Purchase Agreement, the Receiver's listing  
22 agreement for the property attached as Exhibit 1 to the Declaration of M. Val Miller in support of  
23 the Motion and the Motion, and all real property tax liens and prorated real property taxes due up  
24 to the date of closing;

25 4. An order deeming notice of the Motion to be sufficient under Local Civil Rule 66-  
26 5 based on the service of this notice of the filing of the Motion and the Motion on all parties and  
27 service of this notice of the filing of the Motion on all known non-consumer creditors of the estate  
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1 concurrent with the filing of the Motion with the Court, but not on the tens of thousands of  
2 potential consumer creditors; and

3 5. An order for such additional relief as may be necessary or appropriate to allow the  
4 Receiver to effectuate the sale of the Arrowhead Trail Property, including but not limited to, entry  
5 of an order authorizing such sale in form acceptable to the title company insuring title in  
6 connection with the sale of the Arrowhead Trail Property..

7 The Motion is made pursuant to 28 U.S.C. § 2001 and 2002 and Local Civil Rules 66-5  
8 and 66-10 and other applicable law and is based upon this notice of filing of the Motion, the  
9 Motion, the Memorandum of Points and Authorities and Declaration of M. Val Miller filed in  
10 support of the Motion, any reply, and upon all other pleadings and documentary evidence as may  
11 be presented to the Court by the Receiver in support of the Motion.

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Dated: December 4, 2013

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**