

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

11450 Sheldon Street  
Sun Valley, California 91352-1121  
Telephone No.: (818) 768-8100  
Facsimile No.: (818) 768-8802

**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) Approving and Confirming Sale of Mt. Carmel Lots and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

**Filed December 19, 2013**

1 RANDOLPH L. HOWARD (Nev. SBN 006688)  
rhoward@knevada.com  
2 KOLESAR & LEATHAM, CHTD.  
400 South Rampart Boulevard, Suite 400  
3 Las Vegas, NV 89145  
Telephone: (702) 362-7800  
4 Facsimile: (702) 362-9472

5 GARY OWEN CARIS (Cal. SBN 088918)  
gcaris@mckennalong.com  
6 LESLEY ANNE HAWES (Cal. SBN 117101)  
lhawes@mckennalong.com  
7 MCKENNA LONG & ALDRIDGE LLP  
300 South Grand Avenue, 14th Floor  
8 Los Angeles, CA 90071-3124  
Telephone: (213) 688-1000  
9 Facsimile: (213) 243-6330

10 Attorneys for Receiver  
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.  
21

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

**NOTICE OF FILING OF MOTION FOR  
ORDER: (1) APPROVING AND  
CONFIRMING SALE OF MT. CARMEL  
LOTS AND FOR RELATED RELIEF;  
AND (2) GRANTING RELIEF FROM  
LOCAL RULE 66-5 PERTAINING TO  
NOTICE TO CREDITORS**

22  
23 PLEASE TAKE NOTICE that Robb Evans of Robb Evans & Associates LLC  
24 ("Receiver"), the Receiver pursuant to the Court's Preliminary Injunction Order issued February  
25 10, 2011, has filed concurrently herewith his Motion for Order: (1) Approving and Confirming  
26 Sale of Mt. Carmel Lots and for Related Relief; and (2) Granting Relief from Local Rule 66-5  
27 Pertaining to Notice to Creditors ("Motion"). Pursuant to the Motion, the Receiver moves the  
28 Court for an order authorizing the Receiver to sell Lots 6 and 16 of Chamberlain Ranch located in

1 Mt. Carmel, Utah more fully described hereafter on the terms and conditions more fully described  
2 below and for related relief, including without limitation for modification of the sale procedures  
3 of 28 U.S.C. section 2001 in connection therewith. The sale is required to close on or before  
4 February 14, 2014. The Receiver specifically seeks the following relief:

5 1. An order approving and confirming the Receiver's proposed sale of the vacant land  
6 identified as Lots 6 and 16 in Chamberlain Ranch located in Mt. Carmel, County of Kane, Utah  
7 ("Mt. Carmel Lots") for a purchase price of \$38,000, all cash and without any financing  
8 contingency, to Zion Mountain Resort, Inc. ("Buyer") pursuant to the Real Estate Purchase  
9 Contract for Land dated as of October 17, 2013 together with related Addendum No. 1, the  
10 Additional Terms provisions and "as-is" sale Addendum (collectively the "Purchase Agreement").  
11 A true and correct copy of the Purchase Agreement is attached as Exhibit 2 to the Declaration of  
12 M. Val Miller filed concurrently herewith in support of the Motion. In connection with the sale,  
13 the Receiver further seeks an order:

14 A. Authorizing the Receiver to execute all documents and instruments  
15 necessary or convenient to complete, implement, effectuate and close the sale to the Buyer  
16 pursuant to the terms and conditions of the Purchase Agreement and the order to be entered on the  
17 Motion, including but not limited to authorizing the Receiver to execute the deed, on behalf of the  
18 record title holder Kombi Capital LP ("Kombi") conveying title to the Mt. Carmel Lots to the  
19 Buyer;

20 B. Authorizing the Receiver to permit and/or cause to be paid from the  
21 proceeds of sale of the Mt. Carmel Lots all ordinary and customary closing costs, all costs and  
22 expenses required to be paid under the terms of the Purchase Agreement by the seller from the  
23 proceeds of sale, all commissions provided for in the Exclusive Right to Sell Listing Agreement  
24 and the Purchase Agreement attached as Exhibits 1 and 2, respectively, to the Declaration of M.  
25 Val Miller filed in support of the Motion, and all real property taxes due up to date of closing;

26 C. Authorizing the Receiver to complete the sale of the Mt. Carmel Lots  
27 without further notice, order or overbidding under the circumstances, including based on the  
28 modest value of the Mt. Carmel Lots and limited anticipated recovery from the sale, the failure of

1 the Buyer to agree to the sale subject to overbidding, the long-term marketing of the Mt. Carmel  
2 Lots without success since 2011, there being little or no likelihood of obtaining a higher or better  
3 offer, and the fact that the anticipated modest recovery would not warrant the Receiver incurring  
4 additional expenses for publication, one or more appraisals and related administrative expenses  
5 such that the estate's options may be limited to the pending sales or abandonment of these assets  
6 given their value and lack of buyers;

7 2. An order deeming notice of the Motion to be sufficient under Local Civil Rule  
8 66-5 based on the service of this notice of filing of the Motion and the Motion on all parties and  
9 the affected lienholders, and service of this notice of the filing of the Motion on all known non-  
10 consumer creditors of the estate, and on all known taxing authorities with a potential claim in the  
11 receivership estate concurrent with the filing of the Motion with the Court, but not on the tens of  
12 thousands of potential consumer creditors.

13 The Motion is made pursuant to 28 U.S.C. § 2001 and Local Civil Rules 66-5 and 66-10  
14 and other applicable law and is based upon this notice of filing of the Motion, the notice of  
15 motion and motion, memorandum of points and authorities and the Declaration of M. Val Miller  
16 filed in support thereof, any reply, the pleadings, records and files of this Court in this matter of  
17 which the Receiver requests the Court take judicial notice, and upon all other pleadings,  
18 documentary evidence and argument as may be presented to the Court by the Receiver.

19 Dated: December 19, 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**