

**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) Approving and Confirming Sale of 1749 Boulder Mountain Road, St. George, Utah and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

Filed February 20, 2014

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

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

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15 FEDERAL TRADE COMMISSION,
16 Plaintiff,
17 v.
18 JEREMY JOHNSON, etc., et al.,
19 Defendants.
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Case No. 2:10-CV-02203-MMD-GWF

**NOTICE OF FILING OF MOTION FOR
ORDER: (1) APPROVING AND
CONFIRMING SALE OF 1749
BOULDER MOUNTAIN ROAD, ST.
GEORGE, UTAH AND FOR RELATED
RELIEF; AND (2) GRANTING RELIEF
FROM LOCAL RULE 66-5 PERTAINING
TO NOTICE TO CREDITORS**

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22 PLEASE TAKE NOTICE that Robb Evans of Robb Evans & Associates LLC
23 ("Receiver"), the Receiver pursuant to the Court's Preliminary Injunction Order issued
24 February 10, 2011, has filed a Motion for Order: (1) Approving and Confirming Sale of 1749
25 Boulder Mountain Road, St. George, Utah and for Related Relief; and (2) Granting Relief from
26 Local Rule 66-5 Pertaining to Notice to Creditors ("Motion"). Pursuant to the Motion, the
27 Receiver moves the Court for an order authorizing the Receiver to sell 1749 Boulder Mountain
28 Road, St. George, Utah ("Boulder Mountain Property") on the terms and conditions more fully

1 described below and for related relief, including without limitation for modification of the sale
2 procedures of 28 U.S.C. section 2001 in connection therewith. The Receiver specifically seeks the
3 following relief:

4 1. An order approving and confirming the Receiver's proposed sale of the Boulder
5 Mountain Property for a purchase price of \$410,000 to JLand ZDW Painter Irrevocable Trust
6 ("Buyer") pursuant to the Real Estate Purchase Contract dated as of January 24, 2014 together
7 with Addendum No. 1 with the Additional Terms provisions and "As-Is" Sale Attachments thereto
8 and Addendum No. 2 (collectively the "Purchase Agreement"). A true and correct copy of the
9 Purchase Agreement is attached as Exhibit 2 to the Declaration of M. Val Miller filed concurrently
10 herewith in support of the Motion. In connection with the sale, the Receiver further seeks an
11 order:

12 A. Authorizing the Receiver to execute all documents and instruments
13 necessary or convenient to complete, implement, effectuate and close the sale to the Buyer
14 pursuant to the terms and conditions of the Purchase Agreement and the order to be entered on the
15 Motion, including but not limited to authorizing the Receiver to execute the deed conveying title
16 to the Boulder Mountain Property to the Buyer;

17 B. Authorizing the Receiver to permit and/or cause to be paid from the
18 proceeds of sale of the Boulder Mountain Property all ordinary and customary closing costs, all
19 costs and expenses required to be paid under the terms of the Purchase Agreement by the seller
20 from the proceeds of sale, all commissions provided for in the Exclusive Right to Sell Listing
21 Agreement and the Purchase Agreement attached as Exhibits 1 and 2, respectively, to the
22 Declaration of M. Val Miller filed in support of the Motion, the balance due under the first deed of
23 trust encumbering the Boulder Mountain Property in favor of Academy Mortgage as disclosed by
24 the title policy pertaining to the Boulder Mountain Property, a true and correct copy of which is
25 attached as Exhibit 3 to the Declaration of M. Val Miller in support of the Motion, and all real
26 property taxes due up to date of closing;

27 C. Authorizing the Receiver to complete the sale of the Boulder Mountain
28 Property without further notice, order or overbidding under the circumstances, including the

1 failure of the Buyer to agree to the sale subject to overbidding, the fact the Buyer is a well-
2 qualified, all cash buyer, and the proposed purchase price equals the appraised value of the
3 property such that any additional potential recovery from an overbid is unlikely and would not
4 warrant the Receiver incurring additional expenses for publication and related administrative
5 expenses;

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

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

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1 other pleadings, documentary evidence and argument as may be presented to the Court by the
2 Receiver.

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4 Dated: February 20, 2014

Respectfully submitted,

RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

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10 By: /s/ Gary Owen Caris

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