

**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 Receiver to Sell Houseboat "Animal House" at Public Auction, Approving Terms and Conditions of Sale and Receiver's Engagement of Statewide Auction Company and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

**Filed March 13, 2014**

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

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

15 FEDERAL TRADE COMMISSION,  
16 Plaintiff,  
17 v.  
18 JEREMY JOHNSON, etc., et al.,  
19 Defendants.

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

**NOTICE OF FILING OF MOTION FOR  
ORDER: (1) AUTHORIZING RECEIVER  
TO SELL HOUSEBOAT "ANIMAL  
HOUSE" AT PUBLIC AUCTION,  
APPROVING TERMS AND  
CONDITIONS OF SALE AND  
RECEIVER'S ENGAGEMENT OF  
STATEWIDE AUCTION COMPANY  
AND FOR RELATED RELIEF; AND  
(2) GRANTING RELIEF FROM LOCAL  
RULE 66-5 PERTAINING TO NOTICE  
TO CREDITORS**

24 PLEASE TAKE NOTICE that Robb Evans of Robb Evans & Associates LLC  
25 ("Receiver"), the Receiver pursuant to the Court's Preliminary Injunction Order issued  
26 February 10, 2011, has filed a Motion for Order: (1) Authorizing Receiver to Sell Houseboat  
27 "Animal House" at Public Auction, Approving Terms and Conditions of Sale and Receiver's  
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1 Engagement of Statewide Auction Company and for Related Relief; and (2) Granting Relief from  
2 Local Rule 66-5 Pertaining to Notice to Creditors ("Motion"). Pursuant to the Motion, the  
3 Receiver moves the Court for the following relief:

4 1. For an order authorizing the Receiver to sell that certain 1994 Skipperliner 74 foot  
5 houseboat named the Animal House, hull number HIN # SGU01661L394 ("Animal House")  
6 owned by Orange Cat Investments LLC and located in Lake Powell, Arizona by public auction;

7 2. For an order authorizing the Receiver to engage the firm of Statewide Auction  
8 Company ("Statewide") as auctioneer to conduct the public auction pursuant to the proposed  
9 Statewide Auction Company Consignment Agreement and Additional Terms ("Auction Contract")  
10 attached as Exhibit 1 to the Declaration of M. Val Miller filed in support of this Motion;

11 3. For an order authorizing the Receiver to pay commissions and other fees from the  
12 gross proceeds of sale in connection with the sale of the Animal House (a) to Statewide, in the  
13 amount of 10% of the gross sales price paid by the purchaser of the Animal House at the public  
14 auction in accordance with the Auction Contract; and (b) to Aramark Sports and Entertainment  
15 Services, Inc. d/b/a Lake Powell Resorts and Marinas ("Marine Broker"), any outstanding  
16 moorage fees as of the date of closing, a \$300 administrative fee together with a commission of  
17 1% of the gross sales price paid by the purchaser of the Animal House based on the exclusive  
18 concession rights granted to the Marine Broker for houseboats located on Lake Powell that entitle  
19 the Marine Broker to a commission in connection with any sale of a houseboat located at Lake  
20 Powell, as reflected in Exhibit 2 to the Declaration of M. Val Miller in support of this Motion;

21 4. For an order approving the following sale procedures, notice and publication of the  
22 sale, and terms and conditions for the conduct of the public auction of the Animal House ("Sale  
23 Procedures") and that the sale and publication procedures of 28 U.S.C. § 2001, 2002 and 2004  
24 be modified accordingly:

25 A. That the public auction of the Animal House be conducted at the offices of  
26 Statewide located at 5099 Wheeler Way, Hurricane, Utah, rather than at Wahweap Marina in Lake  
27 Powell, Arizona;

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1           B.     That the Receiver shall be authorized to sell the Animal House at public  
2 auction without reserve but subject to final approval of the sale and the highest bid by the Receiver  
3 as Seller, in his sole discretion, as set forth in the Auction Contract;

4           C.     That all bidders for the purchase of the Animal House shall pre-qualify with  
5 Statewide by providing Statewide a cashier's check in the amount of \$5,000 ("Deposit") and  
6 otherwise comply with, and must perform pursuant to, the Bidder Terms and Additional Terms  
7 (collectively "Sale Terms") attached collectively as Exhibit 3 to the Declaration of M. Val Miller  
8 in support of this Motion, including without limitation the following:

9                   (1)     that the Animal House shall be sold on an "as is, where is" basis  
10 without representations or warranties of any kind, express or implied, as set forth in the Sale  
11 Terms;

12                   (2)     that the Animal House shall be sold to the highest bidder at the  
13 auction, subject to final approval of the sale by the Receiver as Seller, in his sole discretion, for  
14 payment in cash, certified funds or other immediately available funds, with the successful bidder  
15 to close the sale and remit the balance of the purchase price above the buyer's Deposit within ten  
16 days after the auction;

17                   (3)     that Statewide may accept back-up bids for the purchase of the  
18 Animal House in the event that the successful high bidder does not complete the sale;

19                   (4)     that if the successful highest bidder fails to timely complete the  
20 purchase of the Animal House, then the successful bidder's Deposit shall be deemed forfeited and  
21 shall be immediately paid to the Receiver;

22           D.     That Statewide shall provide notice of the auction of the Animal House by  
23 publishing a written notice of the date, time and place of the auction sale at least once a week for  
24 the two weeks preceding the auction sale in the following newspapers: The Spectrum, the Salt  
25 Lake Tribune, and the Lake Powell Chronicle;

26           E.     That the sale of the Animal House in accordance with the Sale Procedures  
27 shall be deemed confirmed without further notice, hearing or order, and the notice of the filing of  
28 the Motion and publication of notice of the sale as set forth in such procedures shall be deemed

1 sufficient notice to the public and to interested parties pursuant to 28 U.S.C. sections 2001 and  
2 2004;

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

9 The Motion is made pursuant to 28 U.S.C. §§ 2001, 2002 and 2004 and Local Civil Rules  
10 66-5 and 66-10 and other applicable law and is based upon the notice of motion and motion, the  
11 accompanying memorandum of points and authorities and the Declaration of M. Val Miller filed  
12 in support thereof, this separate notice of filing of the Motion, any reply, the pleadings, records  
13 and files of this Court in this matter of which the Receiver requests the Court take judicial notice,  
14 and upon all other pleadings, documentary evidence and argument as may be presented to the  
15 Court by the Receiver.

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17 Dated: March 13, 2014

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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23 By: /s/ Gary Owen Caris  
Gary Owen Caris  
Lesley Anne Hawes

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

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