

**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 Beaver Dam, Arizona Trailer Park, Approving Sale and Overbid Procedures and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

Filed December 22, 2014

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

14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**
16

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

20 JEREMY JOHNSON, etc., et al.,

21 Defendants.
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24

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

**NOTICE OF FILING OF MOTION FOR
ORDER (1) AUTHORIZING,
APPROVING AND CONFIRMING SALE
OF BEAVER DAM, ARIZONA TRAILER
PARK, APPROVING SALE AND
OVERBID PROCEDURES AND FOR
RELATED RELIEF; AND (2)
GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS**

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26 PLEASE TAKE NOTICE that Robb Evans of Robb Evans & Associates LLC
27 (“Receiver”), the Receiver pursuant to the Court’s Preliminary Injunction Order issued February
28 10, 2011, has filed concurrently herewith his Motion for Order (1) Authorizing and Confirming

1 Sale of Beaver Dam, Arizona Trailer Park, Approving Sale and Overbid Procedures and for
2 Related Relief; and (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors
3 ("Motion"). Pursuant to the Motion, the Receiver moves the Court for the following relief:

4 1. An order approving the Receiver's proposed sale and overbid procedures for the
5 sale of the EZ Living trailer park located at 3265 East Old Pioneer Road, Beaver Dam, Arizona
6 ("Beaver Dam Trailer Park") and authorizing and confirming the sale of the Beaver Dam Trailer
7 Park on an "as is" basis more fully described in the sale contract documents by private sale either
8 (a) to Michael T. Black or his assignee/designee buyer entity, TAZ Properties, a Nevada Limited
9 Liability Company formed by Michael T. Black ("Proposed Buyer"), an arm's length buyer, at a
10 purchase price of \$145,000, less a credit to the Proposed Buyer of 50% of the outstanding balance
11 due to the Virgin River Wastewater Improvement District on account of sewer improvements
12 (referred to as "impact fees") as of the date of closing ("Buyer's Credit") pursuant to the
13 Commercial Real Estate Purchase Contract dated November 11, 2014, Addendum entitled "No
14 Representations or Warranties by Seller; Acceptance of Property; Release of Seller" ("As Is
15 Addendum") and Additional Terms attached thereto, Addendum 1 dated and accepted as of
16 November 11, 2014, and Addendum 2 dated December 15, 2014 attached collectively as Exhibit
17 2 to the Declaration of M. Val Miller in support of the Motion (collectively "Proposed Purchase
18 Agreement"), or (b) to such higher qualified overbidder who hereafter submits the highest
19 qualified overbid at a subsequent overbid session to be conducted under the terms and conditions
20 more fully set forth herein and approved by the Court, which sale the Receiver requests be
21 approved and confirmed without further notice, hearing or order. The sale and transfer of title to
22 the Beaver Dam Trailer Park to the Proposed Buyer or the successful overbidder shall be **subject**
23 **to** the first deed of trust encumbering the property in the original principal sum of \$56,267.72 in
24 favor of the Virgin River Wastewater District as beneficiary, recorded on December 28, 2006 in
25 Book 6603, Page 40 of the Official Records of Mohave County, Arizona securing the payment of
26 the impact fees ("Impact Fees Lien");

27 2. An order approving the Receiver's overbid procedures, terms and conditions
28 including the following:

1 A. The overbid session shall be conducted within 30 days of the date of entry of the
2 order granting the Motion. The overbid session will be conducted at the offices of Coldwell
3 Banker Roadrunner Realty, 190 E. Mesquite Blvd., Suite A, Mesquite NV 89027.

4 B. The Receiver will cause to be published a notice of the proposed sale of the Beaver
5 Dam Trailer Park to a qualified bidder at the overbid session to be conducted under paragraph
6 1.A. above, which notice shall state the date, time and place of the overbid session, the
7 requirement for pre-qualification by overbidders and the terms and conditions of the overbidding
8 and sale of the property, as described below (“Overbid Notice”). The Receiver will cause the
9 Overbid Notice to be published in The Desert Valley Times newspaper one time at least ten days
10 prior to the scheduled overbid session date. The Desert Valley Times is a daily newspaper of
11 general circulation that covers Beaver Dam, Arizona where the Beaver Dam Trailer Park is
12 located and is widely read there, as well as in Mesquite, Nevada. Beaver Dam, Arizona is very
13 close to the Nevada border and is approximately 11 miles from Mesquite, Nevada.

14 C. Any person wishing to overbid at the overbid session shall be required to pre-
15 qualify with the Receiver no later than 10:00 a.m. two business days preceding the overbid
16 session by delivering to the Receiver’s office located at 6037 S. Ft. Apache Road, Suite 130, Las
17 Vegas, Nevada 89148: (a) notice in writing of the prospective overbidder’s intent to overbid
18 together with (b) written verification from a financial institution demonstrating to the Receiver’s
19 satisfaction, in the Receiver’s sole opinion and judgment, the prospective overbidder’s ability to
20 complete and close a purchase of the Beaver Dam Trailer Park through sufficient funds or credit
21 facilities within 20 days of the date of the overbid session, and (c) a cashier’s check in the sum of
22 \$5,000 payable to I Works Inc. Receivership QSF, which cashier’s check shall become non-
23 refundable upon acceptance of the overbidder’s overbid at the conclusion of the overbid session.

24 D. Overbidders bidding at the overbid session will be deemed to have completed all
25 inspections of the Beaver Dam Trailer Park and will be deemed to have waived and/or removed
26 all contingencies in favor of the buyer under the Proposed Purchase Agreement, including
27 without limitation any contingency pertaining to inspection of title, and will be required to
28 complete a cash purchase of the Beaver Dam Trailer Park and close escrow for the purchase of

1 the Beaver Dam Trailer Park subject to the Impact Fees Lien within 20 days of the date of the
2 overbid session. The successful overbidder will be required to execute a purchase agreement for
3 the Beaver Dam Trailer Park substantially in the form of the Proposed Purchase Agreement
4 together with a waiver of all buyer contingencies promptly after conclusion of the overbid
5 session.

6 E. The initial overbid shall be in the amount of \$159,500.00 (an amount that is
7 \$14,500, or 10%, higher than the purchase price under the Proposed Purchase Agreement), and all
8 subsequent overbids shall be in an amount at least \$5,000 higher than the preceding bid.

9 F. Pursuant to the Proposed Purchase Agreement and the Receiver's listing
10 agreement, as amended, with Jason Griffith and Meeja McAllister of Brokers Commercial, LLC
11 dba NAI Utah Southern Region ("Listing Broker") and co-listing agreement with the co-listing
12 broker David Rall of Coldwell Banker Roadrunner Realty ("Co-Listing Broker") (the listing
13 agreement, as amended, and co-listing agreement being collectively referred to herein as the
14 "Listing Agreement"), a sales commission in the amount of 8% of the purchase price paid for the
15 Beaver Dam Trailer Park by the Proposed Buyer, or if a higher overbid is received and accepted
16 at the overbid session, by the winning overbidder, shall be paid from the proceeds of sale of the
17 Beaver Dam Trailer Park at close of escrow and shall be paid to the Broker and Co-Listing
18 Broker, as listing agents under the Listing Agreement, unless the winning overbidder is Brent
19 Peterson in which case the sales commission shall be 6% of the purchase price. If the winning
20 overbidder is represented by a cooperating broker, the commission shall be divided and paid
21 equally to the Broker and Co-Listing Broker as the listing agents, on one hand, and the buyer's
22 cooperating broker, on the other, under the terms of the Listing Agreement and Proposed
23 Purchase Agreement.

24 G. The sale of the Beaver Dam Trailer Park by private sale to the Proposed Buyer
25 under the Proposed Purchase Agreement, or to the person who submits the highest qualified
26 overbid at the overbid session to be conducted pursuant to the foregoing procedures, will be
27 deemed confirmed by Order on the Motion without further notice or hearing and without the
28 necessity of any subsequent motion for confirmation of the sale;

1 3. An order authorizing the Receiver to execute all documents and instruments
2 necessary or convenient to complete, implement, effectuate and close the sale of the Beaver Dam
3 Trailer Park to the purchaser, including but not limited to the deed conveying title to the Beaver
4 Dam Trailer Park subject to the Impact Fees Lien;

5 4. An order authorizing the Receiver to permit and/or cause to be paid from the
6 proceeds of sale all ordinary and customary closing costs, all costs and expenses required to be
7 paid under the terms of the Proposed Purchase Agreement by the seller from the proceeds of sale,
8 all commissions provided for in the Proposed Purchase Agreement and in the Receiver's Listing
9 Agreement for the property attached as Exhibit 1 to the Declaration of M. Val Miller in support of
10 the Motion, and all real property tax liens and prorated real property taxes due up to the date of
11 closing;

12 5. An order deeming notice of the Motion to be sufficient under Local Civil Rule 66-
13 5 based on the service of this notice of the filing of the Motion and the Motion on all parties and
14 service of this notice of the filing of the Motion on all known non-consumer creditors of the estate
15 and on all known taxing authorities with a potential claim in the receivership estate concurrent
16 with the filing of the Motion with the Court, but not on the tens of thousands of potential
17 consumer creditors; and

18 6. An order for such additional relief as may be necessary or appropriate to allow the
19 Receiver to effectuate the sale of the Beaver Dam Trailer Park, including but not limited to, entry
20 of an order authorizing such sale in form acceptable to the title company insuring title in
21 connection with the sale of the Beaver Dam Trailer Park.

22 The Motion is made pursuant to 28 U.S.C. § 2001 and 2002 and Local Civil Rules 66-5
23 and 66-10 and other applicable law and is based upon this Notice of Filing of the Motion, the
24 Notice of Motion and Motion, Memorandum of Points and Authorities, and the Declaration of M.
25 Val Miller filed in support thereof, any reply, on all pleadings, records and files of the Court in
26 this action of which the Receiver requests judicial notice, and upon all other evidence and
27 arguments of counsel as may be presented to the Court by the Receiver in support of the Motion.
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Dated: December 22, 2014

Respectfully submitted,

RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP
GARY OWEN CARIS
LESLEY ANNE HAWES

By: /s/ Gary Owen Caris

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**ROBB EVANS OF ROBB EVANS &
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