

**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 Cedar City Land and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors;**

Filed January 28, 2015

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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 CEDAR CITY LAND AND FOR
RELATED RELIEF; AND (2)
GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS**

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25 PLEASE TAKE NOTICE that Robb Evans of Robb Evans & Associates LLC
26 (“Receiver”), the Receiver pursuant to the Court’s Preliminary Injunction Order issued February
27 10, 2011, has filed concurrently herewith his Motion for Order (1) Authorizing, Approving and
28 Confirming Sale of Cedar City Land and for Related Relief; and (2) Granting Relief from Local

1 Rule 66-5 Pertaining to Notice to Creditors ("Motion"). Pursuant to the Motion, the Receiver
2 moves the Court for the following relief:

3 1. An order authorizing the Receiver to sell the approximate 19.68 acre parcel of
4 undeveloped land located in Cedar City, County of Iron, Utah ("Cedar City Property") pursuant
5 to the Receiver's Exclusive Listing Agreement and Agency Disclosure, including an Addendum
6 and Additional Terms with Kirch & Todd Real Estate and James Fales as agent (collectively
7 "Broker"), as extended by that certain Addendum No. 1 to Exclusive Listing Agreement and
8 Agency Disclosure dated January 16, 2015 (collectively, the "Listing Agreement"), a true and
9 correct copy of which is attached as Exhibit 1 to the Declaration of M. Val Miller in support of
10 this Motion, and to pay a sales commission to the Broker as provided for therein;

11 2. An order approving and confirming the Receiver's proposed sale of the Cedar City
12 Property to Greg Gillespie ("Proposed Buyer") by private sale for the sum of \$40,000.00 pursuant
13 to the terms of that certain Real Estate Purchase Contract for Land dated as of October 23, 2014
14 with Addendum No. 1 to Real Estate Purchase Contract and the As-Is Purchase and Additional
15 Terms (collectively the "Proposed Purchase Agreement"), attached collectively as Exhibit 2 to the
16 Declaration of M. Val Miller, and without further notice, hearing, order or overbidding based on
17 the circumstances concerning this property, including the lack of offers for the Cedar City
18 property after approximately 10 months of marketing efforts, the limited value of the property and
19 the lack of reasonable likelihood of alternative higher offers being made for the property. In
20 connection therewith, the Receiver further seeks an order:

21 (a) Authorizing the Receiver to execute all documents and instruments
22 necessary or convenient to complete, implement, effectuate and close the sale of the Cedar City
23 Property to the Proposed Buyer, including but not limited to the deed conveying title to the Cedar
24 City Property and a release and/or reconveyance of the lien of New Horizons Finance, Inc. dba
25 Horizons Finance reflected in that certain deed of trust dated June 17, 2009 and recorded as Entry
26 No. 590675 in Book 1168 at Page 9709 of the Official Records of Iron County, Utah on June 19,
27 2009, based on the Court's Order Granting Motion for Order Clarifying Preliminary Injunction
28 Order and for Further Instructions Regarding Scope of Receivership Defendants Under

1 Preliminary Injunction Order and Report of Receiver's Financial Reconstruction and Granting
2 Relief from Local Rule 66-5 Pertaining to Notice to Creditors After Hearing ("Clarifying Order")
3 (Doc. No. 897/900) entered March 25, 2013;

4 (b) Authorizing the Receiver to permit and/or cause to be paid from the
5 proceeds of sale of the Cedar City Property all ordinary and customary closing costs, all costs and
6 expenses required to be paid under the terms of the Proposed Purchase Agreement by the seller
7 from the proceeds of sale, all commissions provided for in the Proposed Purchase Agreement and
8 the Listing Agreement, and prorated real property taxes due up to date of closing; and

9 (c) Authorizing the Receiver to complete the sale of the Cedar City Property
10 without further notice, order or overbidding under the circumstances, including the absence of
11 other offers after an extended marketing period and based on the fact that the proposed sale is
12 near fair market value and is a favorable sale;

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

19 4. An order for such additional relief as may be necessary or appropriate to allow the
20 Receiver to effectuate the sale of the Cedar City Property, including but not limited to, entry of an
21 order authorizing such sale in form acceptable to the title company insuring title in connection
22 with the sale of the Cedar City Property.

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

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Dated: January 28, 2015

Respectfully submitted,

RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP
GARY OWEN CARIS
LESLIE ANNE HAWES

By: /s/ Gary Owen Caris

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