

**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) Authorizing, Approving and Confirming Sale of Beaver Dam, Arizona Trailer Park Without Further Notice, Hearing, or Order or Overbid and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

Filed February 25, 2016

1 BART K. LARSEN (Nev. SBN 008538)
2 blarsen@klnevada.com
3 SHLOMO S. SHERMAN (Nev. SBN 009688)
4 ssherman@klnevada.com
5 KOLESAR & LEATHAM, CHTD.
6 400 South Rampart Boulevard, Suite 400
7 Las Vegas, NV 89145
8 Telephone: (702) 362-7800
9 Direct: (702) 889-7752
10 Facsimile: (702) 362-9472

11 GARY OWEN CARIS
12 gary.caris@dentons.com
13 LESLEY ANNE HAWES
14 lesley.hawes@dentons.com
15 DENTONS US LLP
16 300 South Grand Avenue, 14th Floor
17 Los Angeles, California 90071, United States
18 Telephone: 213.688.1000
19 Facsimile: 213.243.6330

20 Attorneys for Receiver
21 **ROBB EVANS OF ROBB EVANS &
22 ASSOCIATES LLC**

23 **UNITED STATES DISTRICT COURT**
24 **DISTRICT OF NEVADA**

25 FEDERAL TRADE COMMISSION,

26 Plaintiff,

27 v.

28 JEREMY JOHNSON, individually, as officer
of Defendants I Works, Inc., etc., et al.,

Defendants.

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 WITHOUT FURTHER NOTICE,
HEARING, ORDER OR OVERBID AND
FOR RELATED RELIEF; AND (2)
GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS**

29 PLEASE TAKE NOTICE that Robb Evans of Robb Evans & Associates LLC
30 (“Receiver”), the Receiver pursuant to the Court’s Preliminary Injunction Order issued February
31 10, 2011, has filed his Motion for Order (1) Authorizing, Approving and Confirming Sale of

1 Beaver Dam, Arizona Trailer Park, Without Further Notice, Hearing, Order or Overbid 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 of the EZ Living trailer park
5 located at 3265 East Old Pioneer Road, Beaver Dam, Arizona ("Beaver Dam Trailer Park") and
6 authorizing and confirming the sale of the Beaver Dam Trailer Park on an "as is" basis more fully
7 described in the sale contract documents by private sale to a third party, arm's length buyer, Louis
8 Hamilton ("Proposed Buyer"), for a purchase price of \$135,000, pursuant to the Commercial Real
9 Estate Purchase Contract dated December 3, 2015 and Addendum entitled "No Representations or
10 Warranties by Seller; Acceptance of Property; Release of Seller" ("As Is Addendum") and
11 Additional Terms, and Addendum 2 dated as of February 9, 2016 attached thereto collectively as
12 Exhibit 2 to the Declaration of M. Val Miller in support of this Motion (collectively "Proposed
13 Purchase Agreement"), which sale the Receiver requests be approved and confirmed without
14 further notice, hearing or order and without overbidding. The sale and transfer of title to the
15 Beaver Dam Trailer Park to the Proposed Buyer shall be subject to the first deed of trust
16 encumbering the property in the original principal sum of \$56,267.72 in favor of the Virgin River
17 Wastewater District as beneficiary, recorded on December 28, 2006 in Book 6603, Page 40 of the
18 Official Records of Mohave County, Arizona securing the payment of the impact fees ("Impact
19 Fees Lien") and subject to the limitation that the Proposed Buyer shall be responsible for the
20 payment of the full balance due for the Impact Fees Lien in an amount not to exceed \$26,887.33,
21 which was the outstanding principal balance due under the Impact Fees Lien as of November 11,
22 2014 pursuant to the Proposed Purchase Agreement;

23 2. An order that the sale of the Beaver Dam Trailer Park by private sale to the
24 Proposed Buyer under the Proposed Purchase Agreement will be deemed approved and
25 confirmed by Order on the Motion without further overbidding, notice or hearing and without the
26 necessity of any subsequent motion for confirmation of the sale based on the facts and
27 circumstances detailed in the Motion, supporting memorandum and declaration, including (a) that
28 the Court previously approved a sale subject to overbidding for the property which the buyer

1 refused to perform under and forfeited his deposit, (b) the property has had significant exposure
2 to the market and notice and opportunity for interested buyers to purchase the property by being
3 on the market for more than two years with licensed brokers and through a prior publicly noticed
4 overbid session for which no overbidders qualified to bid, (c) the purchase price under the current
5 Proposed Purchase Agreement will yield a higher recovery for the estate than the prior Court-
6 approved sale and exceeds the standard of value for approval of a sale of real property under 28
7 U.S.C. section 2001(b);

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

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

19 5. An order deeming notice of this Motion to be sufficient under Local Civil Rule 66-
20 5 based on the service of a notice of the filing of the Motion and the Motion on all parties and
21 service of a notice of the filing of the Motion on all known non-consumer creditors of the estate
22 and on all known taxing authorities with a potential claim in the receivership estate concurrent
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24 ¹ The Receiver's Listing Agreement is the listing agreement, as amended and extended, with
25 Jason Griffith and Meeja McAllister of Brokers Commercial, LLC dba NAI Utah Southern
26 Region ("Listing Broker") and co-listing agreement with the co-listing broker David Rall of
27 Coldwell Banker Roadrunner Realty ("Co-Listing Broker") (the listing agreement, as amended
28 and extended, and co-listing agreement being collectively referred to herein as the "Listing
Agreement"), which provides for a sales commission in the amount of 8% of the purchase price
paid by the Proposed Buyer for the Beaver Dam Trailer Park.

1 with the filing of the Motion with the Court, but not on the tens of thousands of potential
2 consumer creditors; and

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

7 The Motion is made pursuant to 28 U.S.C. § 2001 and 2002 and Local Civil Rules 66-5
8 and 66-10 and other applicable law and is based upon this Notice of Filing of the Motion, the
9 Notice of Motion and Motion, Memorandum of Points and Authorities, the Declaration of M. Val
10 Miller filed in support thereof, any reply, on all pleadings, records and files of the Court in this
11 action of which the Receiver requests judicial notice, and upon all other evidence and arguments
12 of counsel as may be presented to the Court by the Receiver in support of the Motion.
13

14 DATED: February 25, 2016

BART K. LARSEN
SHLOMO S. SHERMAN
KOLESAR & LEATHAM, CHTD.

DENTONS US LLP
GARY OWEN CARIS
LESLEY ANNE HAWES

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20 By: /s/ Gary Owen Caris

Gary Owen Caris
Lesley Anne Hawes

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22 Attorneys for Receiver
23 **ROBB EVANS OF ROBB EVANS &**
24 **ASSOCIATES LLC**

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