

**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 Approving Receiver's Settlement  
with LDS Church and Limiting Notice Under Local Rule 66-5 if Applicable**

**Filed May 10, 2017**

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

6 GARY OWEN CARIS (CA SBN 088918)  
gcaris@diamondmccarthy.com  
7 LESLEY ANNE HAWES (CA SBN 117101)  
lhawes@diamondmccarthy.com  
8 DIAMOND McCARTHY LLP  
9 1999 Avenue of the Stars, Suite 1100  
Los Angeles, CA 90067  
10 Telephone: (310) 651-2997  
Facsimile: (424) 253-1101

11

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

14

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

17

18 FEDERAL TRADE COMMISSION,  
19 Plaintiff,  
20 v.  
21 JEREMY JOHNSON, individually, as officer  
of Defendants I Works, Inc., etc., et al.,  
22 Defendants.  
23

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

**NOTICE OF FILING OF MOTION FOR  
ORDER APPROVING RECEIVER'S  
SETTLEMENT WITH LDS CHURCH  
AND LIMITING NOTICE UNDER  
LOCAL RULE 66-5 IF APPLICABLE**

24

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  
27 February 10, 2011, has filed with the Court his Motion for Order Approving Receiver’s Settlement  
28 with LDS Church and Limiting Notice under Local Rule 66-5 If Applicable (“Motion”). Pursuant

1 to the Motion, the Receiver moves the Court for an order approving the Settlement Agreement and  
2 Release dated as of May 2, 2017 (“Settlement Agreement”) by and between the Receiver and the  
3 LDS Church,<sup>1</sup> a true and correct copy of which is attached as Exhibit 1 to the Declaration of Brick  
4 Kane filed in support of the Motion.

5 The Receiver contends that the Settlement Agreement should be approved as it is fair and  
6 equitable and in the best interests of the receivership estate in that (a) the Settlement Agreement  
7 resolves the Receiver’s claims and demands against the LDS Church arising out of gifts made to  
8 the LDS Church from assets of the Receivership Defendants prior to the commencement of the  
9 receivership; (b) provides for a substantial \$2,350,000 cash payment to the receivership estate in  
10 resolution of such claims within ten days of the Effective Date; and (c) fully and finally resolves  
11 all other disputes and claims regarding the receivership and receivership assets between the  
12 Receiver and the LDS Church, avoiding litigation risks, delays and expense. In connection with  
13 the approval of the Settlement Agreement, the Receiver seeks Court approval for the Receiver to  
14 take all steps necessary or convenient to implement and perform under the Settlement Agreement.

15 The Receiver further seeks an order deeming notice of the Motion to be sufficient under  
16 Local Civil Rules 7-2 and 66-5 based on the service of this notice of the filing of the Motion and  
17 the Motion on all parties and service of this notice of the filing of the Motion on all known non-  
18 consumer creditors of the estate, and on all known taxing authorities with a potential claim in the  
19 receivership estate concurrent with the filing of the Motion with the Court.

20 The Motion is made under Local Civil Rules 7-2 and 66-5 and is based on this separate  
21 notice of filing of the Motion, the Motion and supporting Memorandum of Points and Authorities  
22 and Declaration of Brick Kane in support of the Motion, the proposed order lodged concurrently  
23 herewith, and on the pleadings, records and files of the Court in this receivership proceeding of  
24 which the Receiver requests the Court take judicial notice, including without limitation the Report

---

25 <sup>1</sup> The “LDS Church” is a term used herein and in the Settlement Agreement for convenience. The  
26 settling party is identified more fully in the Settlement Agreement as the Corporation of the  
27 President of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, which  
28 conducts affairs on behalf of the ecclesiastical denomination of The Church of Jesus Christ of  
Latter-day Saints, together with its affiliates.

1 of Temporary Receiver's Activities filed February 8, 2011 (Doc. No. 127) and the Report of  
2 Receiver's Financial Reconstruction dated January 31, 2012 and four volumes of supporting  
3 Appendices filed on February 3, 2012 (Doc. Nos. 464, 465-468), the Order Granting Motion for  
4 Order Clarifying Preliminary Injunction Order and for Further Instructions Regarding Scope of  
5 Receivership Defendants under Preliminary Injunction Order and Report of Receiver's Financial  
6 Reconstruction and Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors After  
7 Hearing ("Clarifying Order") entered March 25, 2013 and upon all other pleadings and  
8 documentary evidence as may be presented to the Court by the Receiver.  
9

10 DATED: May 10, 2017

Respectfully submitted,

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

14 GARY OWEN CARIS  
15 LESLEY ANNE HAWES  
16 DIAMOND McCARTHY LLP

17 By:           /s/ Gary Owen Caris          

18 Gary Owen Caris  
19 Lesley Anne Hawes

20 Attorneys for Receiver  
21 **ROBB EVANS OF ROBB EVANS &**  
22 **ASSOCIATES LLC**  
23  
24  
25  
26  
27  
28