

**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-RLH-GWF**

**Order Re:**

**Second Omnibus Motion for Order:**

- (1) Approving and Confirming Sales of Aircraft and for Related Relief, Including Sale Free and Clear of Liens;**
- (2) Approving Compromise of Controversy with Far West Regarding EC135 Litigation; and**
- (3) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

**Filed May 10, 2012**

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

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FEDERAL TRADE COMMISSION, )  
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Plaintiff, )  
 )  
vs. )  
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JEREMY D. JOHNSON, *et al.*, )  
 )  
Defendants. )  
\_\_\_\_\_ )

Case No.: 2:10-cv-02203-RLH-GWF

**ORDER**

(Motion for Order of Sale #526)

Before the Court is the Receiver's **Second Omnibus Motion for Order (1) Approving and Confirming Sales of Aircraft and for Related Relief, Including Sale Free and Clear of Liens and (2) Approving Compromise of Controversy with Far West Regarding EC135 Litigation** (#526, filed April, 6, 2012). Johnson did not file an Opposition.

The Court previously granted this Motion but only with respect to the Receiver's proposed sale of the 1978 Beech Sierra fixed-winged aircraft. The Court has now reviewed and considered the rest of the Motion and finds that it should be granted with respect to the Receiver's proposed sale of the 1978 Cessna P210 fixed-wing aircraft and the compromise of controversy with American West Bank.

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1           The Receiver's proposed sale of that certain 1978 Cessna P210 fixed-wing aircraft,  
2 Registration/Tail No. N4827P MC Serial No. P210 00119 and all associated avionics and other  
3 related equipment ("Cessna") to an arms' length, third party buyer, Pinnacle Sales LLC ("Cessna  
4 Buyer"), for a cash payment in the sum of \$200,001 "as is, where is, with all faults" pursuant to  
5 that certain Aircraft Purchase Agreement dates as of March 12, 2012 ("Cessna Purchase  
6 Contract"), attached as Exhibit 3 to the Declaration of Kenton Johnson in support of the Motion, is  
7 approved and confirmed. In connection therewith:

- 8           (1)    The Receiver is authorized to pay at the closing of the sale of the Cessna  
9                   from the gross sales proceeds a commission of 6% of the gross sales price  
10                  (\$12,000) to Southwest Aircraft Sales in connection with the Cessna sale  
11                  pursuant to the Exclusive Agreement to Locate Buyer for Aircraft between  
12                  the Receiver and Southwest Aircraft Sales ("Broker") dated as of November  
13                  10, 2011 and the Sale Authorization Order, and any other ordinary and  
14                  customary closing costs, taxes, and/or fees for which the seller is  
15                  responsible;
- 16           (2)    The Receiver is authorized to sell and transfer the Cessna free and clear of  
17                  liens, including specifically any liens of SunFirst Bank, now in receivership  
18                  with the Federal Deposit Insurance Corporation as Receiver ("SunFirst"),  
19                  which are disputed, including without limitation the lien reflected in that  
20                  Notice of Aircraft Security Agreement and Aircraft Security Agreement  
21                  dated as of May 19, 2010 in favor of SunFirst, and recorded with the  
22                  Federal Aviation Administration ("FAA") on June 14, 2010 as Conveyance  
23                  No. CIC004339, and the UCC-1 Financing Statement filed with the Utah  
24                  Department of Commerce as File No. 380044201032, with such liens to  
25                  attach to the proceeds of sale in the same amount, and with the same  
26                  validity, extent and priority as said liens had against the Cessna, and subject

1 to further order of the Court determining the amount, validity, extent, and  
2 priority of such liens:

3 (3) The Receiver is authorized to complete the sale of the Cessna without  
4 further notice, hearing, order, or overbidding under the circumstances, and

5 (4) The Receiver is authorized to execute all documents and instruments  
6 necessary or convenient to complete, implement, and effectuate the sale of  
7 the Beech, including without limitation any documents necessary or  
8 convenient to transfer title thereto.

9 The Receiver is further authorized to enter into a compromise of controversy with  
10 American West Bank, Inc., formerly known as Far West Bank (“Far West”), as reflected in the  
11 Agreement dated as of March 6, 2012 (“Far West Settlement”) between the Receiver and Far  
12 West, attached as Exhibit 4 to the Declaration of Kenton Johnson filed in support of the Motion,  
13 and the Far West Settlement is hereby approved. In connection therewith, the Receiver is  
14 authorized to execute all documents and instruments necessary or convenient to complete,  
15 implement, and effectuate the Far West Settlement, including without limitation any documents  
16 necessary or convenient to transfer title thereto.

17 Finally, the Court holds that notice of the Motion is sufficient under Local Civil  
18 Rule 66-5 based on the Receiver’s service of the notice of the filing of the Motion and the Motion  
19 on all parties and service of the notice of the filing of the Motion on all known non-consumer  
20 creditors of the estate and parties in interest asserting liens on the Aircraft, and on all known taxing  
21 authorities with a potential claim in the receivership estate concurrent with the filing of the Motion  
22 with the Court.

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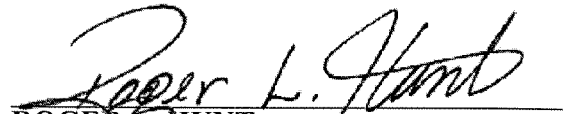
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Accordingly, and for good cause appearing,

IT IS HEREBY ORDERED that the Receiver's Motion for Order of Sale (#526) is GRANTED in its entirety, as outlined above.

Dated: May 10, 2012

  
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ROGER L. HUNT  
United States District Judge