

**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:**

- (1) Authorizing, Approving and Confirming Sale of Property Located at 620 E. Main Street, Rockville, Utah and Related Water Rights Free and Clear of Liens, Claims, and Encumbrances and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors**

**Filed August 20, 2013**

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11 **ROBB EVANS OF ROBB EVANS & ASSOCIATES  
LLC**

12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

14 FEDERAL TRADE COMMISSION,

15 Plaintiff,

16 v.

17 JEREMY JOHNSON, etc., et al.,

18 Defendants.

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

**~~PROPOSED~~ ORDER (1)  
AUTHORIZING, APPROVING AND  
CONFIRMING SALE OF PROPERTY  
LOCATED AT 620 E. MAIN STREET,  
ROCKVILLE, UTAH AND RELATED  
WATER RIGHTS FREE AND CLEAR  
OF LIENS, CLAIMS, AND  
ENCUMBRANCES AND FOR RELATED  
RELIEF; AND (2) GRANTING RELIEF  
FROM LOCAL RULE 66-5  
PERTAINING TO NOTICE TO  
CREDITORS**

19 The Motion for Order: (1) Authorizing, Approving and Confirming Sale of Property  
20 Located at 620 E. Main Street, Rockville, Utah and Related Water Rights Free and Clear of  
21 Liens, Claims and Encumbrances and For Related Relief; and (2) Granting Relief from Local  
22 Rule 66-5 Pertaining to Notice to Creditors (“Motion”) filed by Robb Evans of Robb Evans &  
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1 Associates LLC (“Receiver”), came on before the Court for determination. The Court having  
2 reviewed and considered the Motion and all pleadings and papers filed in support thereof, and  
3 having reviewed and considered any opposition or response to the Motion, and good cause  
4 appearing therefor,

5 IT IS ORDERED that:

6 1. The Motion and the relief sought therein is granted in its entirety;

7 2. Without limiting the generality of the foregoing:

8 A. The Receiver is hereby authorized to engage Kirch & Todd Real Estate LLC, local  
9 real estate brokers experienced in the sale of residential real estate in the local market as broker  
10 (“Broker”) to sell the real property located at 620 E. Main Street, Rockville, Utah 84763  
11 (“Rockville Real Property”) and all of the receivership estate’s right, title and interest, through  
12 Kombi Capital, LP, to the culinary water rights represented by Certificate No. 548 (representing  
13 one share) in the Rockville Pipeline Company and irrigation water rights represented by  
14 Certificate No. 499 (representing three and one-half shares) in the Rockville Town Ditch  
15 Company (collectively, the “Water Rights”) (with the Rockville Real Property and the Water  
16 Rights referred to collectively herein as the “Rockville Property”), and is hereby authorized to  
17 enter into an exclusive right to sell listing agreement and agency disclosure (“Rockville Listing  
18 Agreement”) with Kirch & Todd Real Estate LLC, as Broker, a true and correct copy of which is  
19 attached as Exhibit 1 to the Declaration of Kenton Johnson in support of the Motion;

20 B. The Receiver’s proposed sale of the Rockville Property to Scott A. Campbell and  
21 Barbara L. Campbell (“Rockville Buyers”) by private sale for the sum of \$175,000.00 all cash  
22 pursuant to the terms of that certain Real Estate Purchase Contract For Land dated as of May 30,  
23 2013 with Addendum Nos. 1 through 2 to Real Estate Purchase Contract for Land, Additional  
24 Terms, and "As-Is" Purchase addendum (collectively the “Rockville Purchase Agreement”),  
25 attached collectively as Exhibit 2 to the Declaration of Kenton Johnson filed in support of the  
26 Motion, is hereby approved and confirmed;

27 C. The Receiver is hereby authorized to execute all documents and instruments  
28 necessary or convenient to complete, implement, effectuate and close the sale of the Rockville

1 Property to the Rockville Buyers pursuant to the terms and conditions of the Rockville Purchase  
2 Agreement, including but not limited to the deed conveying title to the Rockville Real Property;

3 D. The Receiver is hereby authorized to sell and transfer the Rockville Property free  
4 and clear of the following liens, claims and encumbrances: (1) a first deed of trust with  
5 assignment of rents dated August 24, 2010 and recorded as Entry No. 20100028544 on August  
6 27, 2010, in favor Kombi Capital, LP; (2) federal tax lien of the United States recorded February  
7 4, 2011 as Entry No. 20110003822; (3) warrant for delinquent taxes of the State of Utah filed  
8 February 27, 2012 as Warrant No. 126500771 in the Fifth Judicial District Court Clerk's Office;  
9 and (4) lien of Rockville/Springdale Fire Protection District recorded May 8, 2013 as Entry No.  
10 20130017623, with such liens, claims and encumbrances to attach to the proceeds of the sale of  
11 the Rockville Property in the same amount, and with the same validity, extent and priority as said  
12 liens, claims and encumbrances had against the Rockville Property, and subject to further order of  
13 the Court determining the amount, validity, extent and priority of such liens;

14 E. The Receiver is hereby authorized to permit and/or cause to be paid from the  
15 proceeds of sale of the Rockville Property all ordinary and customary closing costs, all costs and  
16 expenses required to be paid under the terms of the Rockville Purchase Agreement by the seller  
17 from the proceeds of sale, all commissions provided for in the Rockville Purchase Agreement and  
18 the Rockville Listing Agreement attached as Exhibits 1 and 2 to the Declaration of Kenton  
19 Johnson in support of the Motion, and all real property taxes due up to date of closing;

20 F. The Receiver is hereby authorized to complete the sale of the Rockville Property  
21 without further notice, hearing, order or overbidding;

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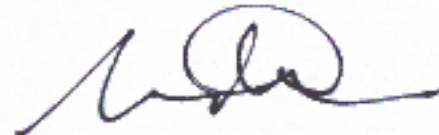
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1 G. Notice of the Motion is deemed to be sufficient under Local Civil Rule 66-5 based  
2 on the service of the notice of the filing of the Motion and the Motion on all parties and affected  
3 lienholders, and service of the notice of the filing of the Motion on all known non-consumer  
4 creditors of the estate, and on all known taxing authorities with a potential claim in the  
5 receivership estate concurrent with the filing of the Motion with the Court.

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Dated: August 19, 2013

  
MIRANDA M. DU  
United States District Judge