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*pro se*

ORIGINAL

FILED  
FIFTH DISTRICT COURT  
2011 OCT 14 AM 10:52  
WASHINGTON COUNTY

BY af

IN THE FIFTH JUDICIAL DISTRICT WASHINGTON COUNTY STATE OF UTAH	
JEREMY JOHNSON, an individual Plaintiff  v.  ROBB EVANS AND ASSOCIATES LLC, a California Corporation; and STATEWIDE AUCTION COMPANY, a Utah Corporation Defendants	COMPLAINT  Case No.: 110503138  Judge: Ludlow

Comes now Jeremy Johnson pro-se and seeks relief before this Court for causes of action herein.

### PARTIES

1. Jeremy Johnson ("Johnson") is a resident of Washington County, State of Utah with an address of 529 South Woods View Circle.
2. Robb Evans and Associates ("Evans") is a California Corporation with an address of 11450 Sheldon Street, Sun Valley, California 91352-1121.
3. Statewide Auction Company ("Statewide") is a Utah Corporation with an address of 5099 Wheeler Way, Hurrigan, Washington County, State of Utah. The registered agent is Statewide liquidators LLC with an address of 155 North, 1000 West, Salt Lake City, Salt Lake County, State of Utah.

## **JURISDICTION AND VENUE**

4. Jurisdiction is proper in this court pursuant to UCA 78A-5-102.
5. Venue is proper in this court pursuant to UCA 78B-3-307.

## **FACTS**

6. Evans was appointed receiver of Johnson personal and real property. See Exhibit 1, Court Order appointing Evans as Receiver.
7. Evans was charged with the duty of “Conserve, hold, and manage all assets of the Receivership defendants and perform all acts necessary or advisable to preserve the value of those assets in order to prevent any irreparable loss, damage, or injury to consumers or creditors of the Receivership Defendants.” (See Exhibit 2 Preliminary Injunction Order Document 130 Page 25 line 14-17)
8. Evans has breached his duty.
9. The Johnson estate consisted of but was not limited to the following real and personal property:
  10. Hanger at old St. George Airport worth approximately \$36000.00
  11. 1986 Piper Cheyenne worth approximately \$1.8 Million.
  12. Badcustomer.com is a registered domain name worth approximately \$25,000.00.
  13. 1957 Chevy Bel-Air Convertible worth approximately \$100,000.00.
  14. Evans allowed the Badcustomer.com registration to lapse.
  15. Evans had a duty to register and maintain Badcustomer.com
  16. The 1986 Piper Cheyenne worth approximately \$1.8 Million was housed inside the hanger.

17. Evans allowed the 1986 Piper Cheyenne worth approximately \$1.8 Million to sit outside the hanger.

18. Evans had a duty to keep the 1986 Piper Cheyenne worth approximately \$1.8 Million inside the hanger.

19. The actions of Evans caused weather damaged to plane and engine.

20. The plane has suffered significant damage as a result of the weather damage.

21. Evans contracted with Weststates to auction off the 1957 Chevy Bel-Air Convertible worth approximately \$100,000.00.

22. Weststates has duty to achieve the highest reasonable sale price of items entrusted to them.

23. Waststates breached their duty by allowing the 1957 Chevy Bel-Air Convertible worth approximately \$100,000.00 to be sold for approximately \$48,000.00.

**CAUSE OF ACTION**  
**Breach Of Fiduciary Duty**

24. Johnson incorporates herein all of the preceding paragraphs.

25. At all times Evans had a duty to Johnson to preserve the value of the assets of the estate.

26. Evans breached his duty by not maintaining the registration of Badcustomer.com worth approximately \$25000.00.

27. Evans caused damage to the Johnson estate when he did not maintain the registration of Badcustomer.com.

28. Evans breached his duty by not preventing damage to the 1986 Piper Cheyenne worth approximately \$1.8 Million.

29. Evans caused damage to the Johnson estate when he did not prevent weather damage to the 1986 Piper Cheyenne worth approximately \$1.8 Million.

30. Evans breached his duty to the Johnson estate when he allowed Statewide to auction the 1957 Chevy Bel-Air Convertible with approximately \$100,000.00.

31. Evans caused damage to the Johnson estate when he did not prevent the sale for approximately \$48,000.00 of the 1957 Chevy Bel-Air Convertible with approximately \$100,000.00

32. Statewide at all times had a duty to the Johnson estate.

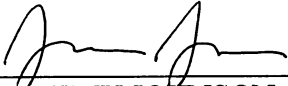
33. Statewide breached their duty to the Johnson estate when they allowed the 1957 Chevy Bel-Air Convertible with approximately \$100,000.00 to be sold for approximately \$48,000.00.

**PRAYER FOR RELIEF**

Johnson asks this court to award him:

Monetary damages in an amount to be proven at trial.

Dated this 14 Day of October 2011

  
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JEREMY JOHNSON  
PRO SE.