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2011 NOV 22 PM 6:14

5TH DISTRICT COURT
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IN THE FIFTH JUDICIAL DISTRICT
WASHINGTON COUNTY STATE OF UTAH

JEREMY JOHNSON, an individual; SHARLA JOHNSON, an individual; KERRY JOHNSON an individual; DUANE FIELDING, an individual,
Plaintiffs

v.

ROBB EVANS AND ASSOCIATES LLC, a California Corporation; and STATEWIDE AUCTION COMPANY, a Utah Corporation, WEST DESERT SECURITY, INC, a Utah Corporation,
Defendants

FIRST AMENDED COMPLAINT

Case No.: 11050313

Judge: LUDLOW

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Comes now Jeremy Johnson, pro-se, Sharla Johnson, pro-se, Kerry Johnson, pro-se, Duane Fielding, pro-se, and together seek relief before this Court for causes of action herein.

PARTIES

1. Jeremy Johnson (“Jeremy Johnson”) is a resident of Washington County, State of Utah with an address of 529 South Woods View Circle.
2. Sharla Johnson (“Sharla Johnson”) is a resident of Washington County, State of Utah with an address of 529 South Woods View Circle.
3. Kerry Johnson (“Kerry Johnson”) is a resident of Washington County, State of Utah, with an address of 2489 River Front Drive, Santa Clara, UT 84765
4. Duane Fielding (“Fielding”) is a resident of Washington County, State of Utah, with an address of 3023 old Farm Road, Washington UT 84780.
5. Kerry Johnson (“Kerry Johnson”) is a resident of Washington County, State of Utah..
6. Robb Evans and Associates (“Evans”) is a California Corporation with an address of 11450 Sheldon Street, Sun Valley, California 91352-1121.
7. Statewide Auction Company (“Statewide”) is a Utah Corporation with an address of 5099 Wheeler Way, Hurricane, 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.
8. West Desert Security, Inc. (“West Desert”), is a Utah Corporation with an address of 473 S. River Road #1175, St. George, UT 84790

JURISDICTION AND VENUE

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

FACTS

11. On or around December 22, 2010 a civil lawsuit was filed against Plaintiff Jeremy Johnson by the Federal Trade Commission (FTC).

12. On or about December 28, 2010 Defendant Rob Evans of Rob Evans and Associates, LLC (“Evans”) was appointed, under a Temporary Restraining Order, as a Receiver by the United States District Court for the District of Nevada (Federal Court). Under this Receivership, Defendant Evans had the authority to take custody and control of some of Plaintiff Jeremy Johnson’s assets for the purpose of conserving, holding and managing all the Receivership assets and to perform all acts necessary or advisable to preserve the value of these assets in order to prevent irreparable loss, damage, or injury to consumers or creditors.

13. Defendant Evans seized a number of Plaintiff Jeremy Johnson’s assets. However, Defendant Evans had a fiduciary duty to Plaintiff and breached this fiduciary duty by not properly maintaining the seized assets of the estate, and seized or sold property which he was not authorized to seize under the Preliminary Injunction Order.

14. Defendant Evans was not appointed the receiver for some of the assets of Jeremy Johnson (collectively known as the “Jeremy Johnson Estate”). See Exhibit 1, PreliminaryInjunctionOrder Doc. No.: 130(the “Order”) appointing Evans as Receiver and his duties on Page 23-28.

15. Defendant Evans was not appointed the receiver for assets belonging to Sharla Johnson (collectively known as the “Sharla Johnson Estate”). (See Exhibit 1, Court Order appointing Evans as Receiver)

16. Defendant Evans was not appointed the receiver of assets belonging to Fielding (collectively known as the “Fielding Estate”). (See Exhibit 1, Court Order appointing Evans as Receiver)

17. Defendant Evans was not appointed the receiver of assets belonging to Kerry Johnson (collectively known as the “Kerry Johnson Estate”). (See Exhibit 1, Court Order appointing Evans as Receiver)

18. Defendant Evans was charged with the duty to “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 1: Preliminary Injunction Order Page 25 line 14-17) Prevent the inequitable distribution of assets and determine, adjust, and protect the interests of consumers and creditors who have transacted business with the Receivership Defendants. See Exhibit 1. Preliminary Injunction Order Page 25 Line 22.

19. Defendant Evans was specifically ordered not to take possession of certain assets “the Receiver shall not, without further order of this Court: (1) take physical possession of or sell Individual Defendant Jeremy Johnson’s residence located at 529 Woods View Circle, St. George, UT 84770, personal property located at such residence, or vehicles registered in Johnson’s name” (See Exhibit 1: Preliminary Injunction Order Page 25 line 14-17)

20. Defendant Evans was charged with the duty to “Prevent the destruction or erasure of any web page or website registered to or operated, in whole or in part, by Receivership Defendants;” (See Exhibit: 1: Preliminary Injunction Order Page 26 Line 4-5)

21. Defendant Evans was charged with the duty to “Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order.”(See Exhibit: 1: Preliminary Injunction Order Page 26 Line 14-16).

22. Defendant Evans was charged with the duty to “Prevent the inequitable distribution of assets and determine, adjust, and protect the interests of consumers and creditors who have transacted business with the Receivership Defendants;” (See Exhibit: 1: Preliminary Injunction Order Page 25 Line 22-24)

23. Defendant Evans has breached his duty.

24. Defendant Evans has seized, damaged, or otherwise committed waste on assets which are not a part of the Preliminary Injunction Order.

The Jeremy and SharlaJohnson Estate

25. The Jeremy and SharlaJohnson Estate consisted of but was not limited to the following real and personal property:

- a. Approximately \$26,561 in cash taken at the time of the arrest of Jeremy Johnson (See Exhibit 2: List of seized assets).
- b. Precious metals, and coins;
- c. I Works is owned by Jeremy Johnson.
- d. Interneteconomy.com is a registered Internet name worth over \$100,000.00 owned by IWorks which is wholly owned by Jeremy Johnson. (See Exhibit 3 Proof of Ownership).
- e. Other domain names owned by I Works which is wholly owned by Jeremy Johnson worth a total of approximately \$5 Million (See Exhibit 4: List of domains).
- f. Personal Property such as precious metals owned jointly by Jeremy and Sharla Johnson worth approximately \$650,000. (See Exhibit 5: Email list of safe contents).

- g. 1985 Piper Cheyenne (the “Cheyenne”) owned by Zibby Flight Service which is jointly owned by Jeremy and Sharla Johnson worth approximately \$1.8 Million. (See Exhibit 6: FAA Registration)
- h. 2009 Malibu Aircraft (“Malibu”) owned by Zibby Flight Service which is jointly owned by Jeremy and Sharla Johnson worth approximately \$1 Million. (See Exhibit 7: FAA Registration)
- i. 1978 Cessna P210 (“P210”) owned by Zibby Flight Service which is jointly owned by Jeremy and Sharla Johnson worth approximately \$300,000. (See Exhibit 8: FAA Registration)
- j. 1978 Beechcraft Sierra C24R (“Sierra”) owned by Zibby Flight Service which is jointly owned by Jeremy and Sharla Johnson worth approximately \$65,000. (See Exhibit 9: FAA Registration)
- k. 1959 Cessna C210 (“C210”) owned by Zibby Flight Service which is jointly owned by Jeremy and Sharla Johnson worth approximately \$60,000. (See Exhibit 10: FAA Registration)
- l. 1968 Piper Navajo PA31 (“Navajo”) owned by Zibby Flight Service which is jointly owned by Jeremy and Sharla Johnson worth approximately \$300,000. (See Exhibit 11: FAA Registration)
- m. 2005 Robinson R44 (“R44”) owned by Zibby Flight Service which is jointly owned by Jeremy and Sharla Johnson worth approximately \$330,000. (See Exhibit 12: FAA Registration)

n. Sparkle and Shine Car wash located on 302 West Hilton Drive owned by Zibby LLC which is jointly owned by Jeremy and Sharla Johnson worth approximately \$1.3 Million. (See Exhibit 13)

o. Tabernacle Towers Office Building on 249 East Tabernacle owned by Zibby LLC which is jointly owned by Jeremy and Sharla Johnson worth approximately \$3.5Million. (See Exhibit 14)

InternetEconomy.com

26. Interneteconomy.com. is a registered domain name belonging to Jeremy Johnson.

27. Interneteconomy.com is a valuable domain name worth approximately \$100,000.00.

28. Interneteconomy.com was allowed to expire along with hundreds of other valuable domain names. See Exhibit 3.

BadCustomer.com

29. Badcustomer is a registered domain name belonging to Jeremy Johnson.

30. Badcustomer.com was an active domain and website at the time Evans took control of it.

31. Badcustomer.com had over 800 registered companies as users of the service.

BadCustomer.com is a tool to allow internet retailers to check potential customers against a database, which tracks and links fraudulent transactions with the originating individual.

32. Badcustomer.com had a millions of dollars invested into intellectual property, programming and marketing.

33. Evans allowed Badcustomer.com domain registration to expire by failing to renew the domain registration.

1986 Piper Cheyenne

34. The 1985 Piper Cheyenne was in perfect condition when Evans took control of it.

35. The 1985 Piper Cheyenne is owned by Zibby Flight Service LLC.
36. No provision of the Preliminary Injunction Order allows Evans to Seize assets owned by Zibby Flight Service LLC.
37. Evans had a duty to protect, preserve, and maintain the Cheyenne.
38. The Cheyenne needed to be kept in a hanger.
39. Evans allowed the Cheyenne worth approximately \$1.8 Million to sit outside the hanger, exposed to dry heat, abrasive dirt and dust and other weather elements.
40. Evans had a duty to keep the 1986 Piper Cheyenne worth approximately \$1.8 Million inside the hanger in order to preserve its value.
41. The actions of Evans caused weather damage to plane and engine.
42. The plane has suffered significant damage as a result of the weather damage
43. Evans decided they did not have an interest in the aircraft and allowed the bank to repossess it after significant damage was done to the aircraft.
44. Rather than sell the 1986 Piper Cheyenne for an amount above the lien amount at an early stage of receivership, Evans allowed the Cheyenne to become weather damaged then let the bank repossess the aircraft when the value was significantly lower.
45. The engines had to be removed from the plane and sent back to the manufacture for repair.
46. The lien holder is now actively pursuing litigation against the receiver and thus the Jeremy Johnson Estate will be liable for damages to the 1986 Piper Cheyenne.

2009 Malibu Aircraft

47. The 2009 Malibu Aircraft (“Malibu”) was in perfect condition when Evans took control of it.

48. The 2009 Malibu is owned by Zibby Flight Service LLC
49. No provision of the Preliminary Injunction Order allows Evans to Seize assets owned by Zibby Flight Service LLC.
50. Evans had a duty to Protect, Preserve, and Maintain the Malibu.
51. Defendant Evans had a duty to keep the Malibu worth approximately \$1 Million inside the hanger.
52. Defendant Evans allowed the Malibu worth approximately \$1 Million to sit outside the hanger.
53. Defendant Evans contracted with West Desert Security to protect the Malibu.
54. West Desert Security had a duty to protect the Malibu from vandalism.
55. The actions of Evans caused weather damaged and vandalism to the airplane.
56. The plane has suffered significant damage as a result of the weather damage and vandalism. See Exhibit 16.

1978 Cessna P210

57. The 1978 Cessna P210 Aircraft (“P210”) was in perfect condition when Defendant Evans took control of it.
58. The P210 is owned by Zibby Flight Service
59. No provision of the Preliminary Injunction Order allows Defendant Evans to Seize assets owned by Zibby Flight Service LLC.
60. Evans had a duty to protect, preserve, and maintain the P210.
61. The P210 needed to be kept in a hanger.
62. Evans allowed the P210 worth approximately \$300,000 to sit outside the hanger exposed to dry heat, abrasive dirt and dust and other weather elements.

63. Evans had a duty to keep the 1978 Cessna P210 worth approximately \$300,000 inside the hanger in order to preserve its value.

64. The actions of Evans caused weather related damage to plane.

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

66. The lien holder has asserted his intent to pursue litigation against the receiver and the Jeremy Johnson Estate for the damages to the 1978 Cessna P210.

1978 Beechcraft Sierra C24R

67. The 1978 Beechcraft Sierra C24R (“Sierra”) was in good condition when Evans took control of it.

68. The Sierra is owned by Zibby Flight Service.

69. No provision of the Preliminary Injunction Order allows Evans to Seize assets owned by Zibby Flight Service LLC.

70. Evans had a duty to protect, preserve, and maintain the Sierra.

71. The Sierra needed to be kept in a hanger.

72. Defendant Evans allowed the Sierra worth approximately \$65,000 to sit outside the hanger exposed to dry heat, abrasive dirt and dust and other weather elements.

73. Evans had a duty to keep the 1978 Beechcraft Sierra worth approximately \$65,000 inside the hanger in order to preserve its value.

74. The actions of Evans caused weather related damage to plane.

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

1960 Cessna C210

76. The 1960 Cessna C210 (“C210”) belonged to the Jeremy Johnson estate when Evans took control of it.

77. The C210 is owned by Zibby Flight Service.
78. No provision of the Preliminary Injunction Order allows Evans to seize assets owned by Zibby Flight Service LLC.
79. Evans had a duty to Protect, Preserve, and Maintain the C210.
80. Evans gave the C210 to a third party for no consideration.
81. Evans had a duty to preserve the 1960 Cessna C210 worth approximately \$60,000 as a part of the Jeremy Johnson estate.
82. The actions by Evans allowed the C210 to be transferred to another party.
83. The plane is no longer a part of the Jeremy Johnson estate because of the actions of Evans.

1968 Piper Navajo PA31

84. The 1968 Piper Navajo PA31 (“Navajo”) was in perfect condition when Evans took control of it.
85. The Navajo is owned by Zibby Flight Service LLC.
86. No provision of the Preliminary Injunction Order allows Evans to Seize assets owned by Zibby Flight Service LLC.
87. Evans had a duty to Protect, Preserve, and Maintain the Navajo.
88. The Navajo needed to be kept in a hanger.
89. Evans allowed the Navajo worth approximately \$300,000 to sit outside the hangerexposed to dry heat, abrasive dirt and dust and other weather elements.
90. Evans had a duty to keep the 1968 Piper Navajo worth approximately \$300,000 inside the hanger in order to preserve its value.
91. The actions of Evans caused weather related damages to plane.

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

2005 Robinson R44 Helicopter

93. The 2005 Robinson R44 (“R44”) was in excellent condition when Evans took control of it.

94. The R44 is owned by Zibby Flight Service.

95. No provision of the Preliminary Injunction Order allows Evans to Seize assets owned by Zibby Flight Service LLC.

96. Evans had a duty to Protect, Preserve, and Maintain the R44.

97. The R44 needs certain components to be overhauled after a certain amount of use.

98. Evans allowed the R44 to be leased and used extensively by Upper Limit Aviation.

99. Evans allowed the R44 worth approximately \$330,000 to be used by Upper Limit Aviation to be used until it was not safe to fly it anymore.

100. The R44 needed to be overhauled to be kept in its same flying condition.

101. Evans collected money from Upper Limit Aviation and others associated with the use of the R44.

102. Evans has failed to distribute any money to owners of the R44.

103. Evans had a duty to keep the 2005 Robinson R44 worth \$330,000 in an airworthy condition.

104. Evans had a duty to protect the creditors of the R44.

105. The actions of Evans caused the value to the R44 to be significantly degraded.

Sparkle and Shine Car Wash

106. The Sparkle and Shine Car Wash is owned by Zibby LLC.

107. No provision of the Preliminary Injunction Order allows Evans to Seize assets owned by Zibby LLC.

108. The Sparkle and Shine Car Wash was current on all payments owed to creditors at the time Evans took over.

109. The sparkle and shine car was in excellent condition and an operating business when Evans took it over.

110. The Sparkle and Shine Car Wash is owned by Zibby LLC which is owned jointly by Jeremy and Sharla Johnson.

111. Evans had a duty to make payments and preserve the value of the car wash.

112. Evans neglected the car wash and allowed the car wash to fall into disrepair.

113. Evans collected monies from the car wash business.

114. Evans has not distributed any money to creditors of the car wash.

115. Evans did not service the loan on the car wash.

Tabernacle Towers Office Building

116. The Tabernacle Towers Office Building on 249 East Tabernacle owned by Zibby LLC which is jointly owned by Jeremy and Sharla Johnson worth approximately \$3.5M.

117. No provision of the Preliminary Injunction Order allows Evans to Seize assets owned by Zibby LLC.

118. Evans had a duty to Protect, Preserve, and maintain the office building.

119. Evans failed to make the payments to creditors of the Tabernacle Towers Office building.

120. Evans allowed the Tabernacle Towers Office building to go into foreclosure.

121. There was significant equity in the Tabernacle Towers Office building and the Jeremy and Sharla Johnson Estates have suffered significant financial losses.

Personal Property

122. Jeremy Johnson and Sharla Johnson are the owners of various amounts of precious metals, coins, and jewelry located at Their personal residence in a safe.

123. Evan has taken personal property belonging to Johnson that was located at the Personal Residence of Johnson located at 529 Woods View Circle, St. George, UT 84770. The items included:

1. Two (2) watches one gold Louis Vuitton and one gold IWC;
2. Two (2) gold nuggets 1.5oz. and 5+oz.;
3. Forty Six (46) 1 oz. palladium bars;
4. Three Thousand Five Hundred Eighty (3580) Canadian 1oz. Silver Maple;
5. One Thousand Fifty Seven (1057) oz Comdex silver bar;
6. One Thousand (1000) silver .50 coins;
7. Thirty Two Thousand (32,000) silver quarters;
8. Ten Thousand (10,000) silver dimes;
9. Twenty (20) gold coins;
10. One Hundred Sixty (160) lbs of miscellaneous rare coins.

124. Evans did not have the authority to seize the personal assets of Jeremy Johnson.

125. Evans instructed Val Miller, an employee of Evans, to inform Jeremy Johnson that it was required of Jeremy Johnson to turn over the various amounts of precious metals to Evans. See Exhibit5, email statements regarding the requirement of Jeremy Johnson to turn over the various amounts of precious metals.

126. Evans has taken the various amounts of precious metals, coins, jewelry, etc, when no court order existed for the confiscation of the various amounts of precious metals, coins, and jewelry.

127. Jeremy Johnson relied on the statements of Val Miller and Johnson surrendered various amounts of precious metals, to Evans.

128. Evans took control of the various amounts of precious metals, coins, jewelry, etc with the purpose of depriving Jeremy Johnson and Sharla Johnson of the property.

The Fielding Estate

129. The Fielding Estate consisted of but was not limited to the following real and personal property:

- a. NetworkAgenda.com. was a registered domain name belonging to Anthon Holdings of which Fielding is the 100% owner.
- b. 1957 Chevy Bel-Air Convertible worth approximately \$100,000.00.
- c. 1972 Chevrolet Nova Worth approximately \$80,000. See Exhibit 17
- d. 1990 Honda Pilot worth approximately \$8500.
- e. 2007 Robinson R44 Helicopter R44 worth approximately \$380,000 which is owned by Trigger LLC.
- f. Trigger LLC is jointly owned by Duane Fielding and Jeremy Johnson
- g. Mendon Trailer Park.
- h. The Mendon Trailer Park was jointly owned by Duane Fielding and Jeremy Johnson

NetworkAgenda.com

130. NetworkAgenda.com. was, at the time Evans took over, a registered domain name belonging to Anthon Holdings.

131. Networkagenda was an online small office scheduling tool.

132. NetworkAgenda had revenue of over \$25 Million dollars between 2006 and the time the receiver took over. At the time that the receiver took over NetworkAgenda, there were roughly 7

thousand paying customers. There were millions of dollars of development and marketing invested into NetworkAgenda.

133. Evans allowed Networkagenda.com to expire by failing to renew the registration.
134. The Networkagenda.com domain name had significant value.
135. Without the Networkagenda.com domain name, all of the intellectual property, customers and marketing efforts for Networkagenda.com are now useless.

1957 Chevy Bel-Air Convertible

136. The 1957 Chevy Bel-Air Convertible was being stored in Johnson's hangar but belonged to Fielding and should not have been seized by Evans.
137. The 1957 Chevy Bel-Air Convertible (the "Bel-Air") was worth approximately \$100,000.00.
138. Evans contracted with Statewide to auction off the Bel-Air.
139. Statewide conducted an illegal sale of the 1957 Chevy Bel-Air
140. Even if the sale of the Bel-Air was somehow legal, Statewide has duty to achieve the highest reasonable sale price of items entrusted to them.
141. Even if the sale of the Bel-Air was somehow legal, Evans would have breached their duty by allowing the 1957 Chevy Bel-Air Convertible worth approximately \$100,000.00 to be sold for approximately \$48,000.00.
142. Evans breached his duty when they allowed Statewide to auction the Bel-Air at an unreasonably low price.

1972 Chevrolet Nova

143. The 1972 Chevy Nova ("Nova") was personal property belonging to Fielding.
144. The Nova was stored in Johnson's hangar.

145. Evans seized the Nova.

146. The 1972 Chevy Nova was worth approximately \$79,000.00.

147. Evans contracted with Statewide to auction off the 1972 Chevy Nova.

148. A Statewide Auction partner is quoted in the newspaper, "Aaron Shelton, a partner in the auction company, said the Nova with its supercharged motor built for racing is the highlight of automobile sale. He estimated its value at \$79,000." See Exhibit 17(News article quoting AaronShelton). Also available at <http://www.deseretnews.com/article/705391300/Judge-puts-St-George-millionaires-planes-boat-classic-cars-up-for-sale.html>

149. Statewide has duty to achieve the highest reasonable sale price of items entrusted to them.

150. Statewide breached their duty by allowing the 1972 Chevy Nova worth \$80,000.00 to be sold for approximately \$18,000.00.

151. Evans breached his duty when they allowed Statewide to sell the Nova.

1990 Honda Pilot

152. The 1990 Honda Pilot ("Honda") was personal property of Fielding.

153. The Honda was stored in the hanger owned by Johnson.

154. The 1990 Honda Pilot was worth approximately \$8,500.

155. Evans took control of the Honda.

156. Evans contracted with Statewide to auction the Honda.

157. Statewide illegally sold the Honda.

158. Statewide has duty to achieve the highest reasonable sale price of items entrusted to them.

159. Statewide breached their duty by allowing the Honda to be sold at an unreasonably low sale price of \$3700.00.

160. Evans breached their duty when they allowed Statewide to auction the Honda.

Mendon Property

161. Mendon properties is the owner of a trailer park in Mendon Ut

162. No provision of the Preliminary Injunction Order allows Evans to sieze assets owned by Mendon properties LLC. See Exhibit 1 Preliminary Injunction Order.

163. Evans demanded to take over management of the trailer park and since he has taken over, the occupancy has deteriorated, and the property and business has deteriorated in an unreasonable fashion.

164. Evans demanded the balance of the checking account for Mendon Properties.

165. Evans had a duty to Protect, Preserve, and maintain the trailer park.

2007 Robinson R44

166. The 2007 Robinson R44 N41286 (“Helicopter 286”) was owned by Trigger LLC. Fielding is the owner of Trigger LLC. See Exhibit 19 Registration of the Helicopter 286.

167. The Helicopter 286 was in excellent condition when Evans demanded control of it.

168. No provision of the Preliminary Injunction Order allows Evans to Seize assets owned by Trigger LLC.

169. Evans had a duty to Protect, Preserve, and Maintain the Helicopter.

170. Evans breached his duty by allowing the Helicopter 286 to be exposed to the elements. Evans allowed the Helicopter 286 to deteriorate when he did not store it in a hanger as it is supposed to be stored in order to preserve the value of the Helicopter. Evans has provided no accounting for the Helicopter.

The Kerry Johnson Estate

171. The Kerry Johnson Estate consisted of but was not limited to the following personal property:
172. Precious metals worth approximately \$400,000. See Exhibit 18.
173. No provision of the Preliminary Injunction order allows Evans to take property belonging to Kerry Johnson.
174. Evans breached his duty by seizing Kerry Johnson's precious metals.
175. The agent who seized the precious metals for Evans testified they knew the metals belonged to Kerry Johnson.
176. Evans breached his duty by seizing precious metals belonging to Kerry Johnson.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
THEFT BY DECEPTION

177. Plaintiffs incorporate all proceeding paragraphs as incorporated herein.
178. A person commits theft if he obtains or exercises control over property of another by deception and with a purpose to deprive him thereof. Utah Code Ann. § 76-6-405
179. “Property” means anything of value, including real estate, tangible and intangible personal property...Utah Code Ann. § 76-6-401.
180. “Obtain” means, in relation to property, to bring about a transfer of possession or of some other legally recognized interest in property...Utah Code Ann. § 76-6-401.
181. “Purpose to deprive” means to have the conscious object: (a) To withhold property permanently or for so extended a period or to use under such circumstances that a substantial portion of its economic value, or of the use and benefit thereof, would be lost; or (b) To restore the property only upon payment of a reward or other compensation; or (c) To dispose of the

property under circumstances that make it unlikely that the owner will recover it. (4) “Obtain or exercise unauthorized control” means, but is not necessarily limited to, conduct heretofore defined or known as common-law larceny by trespassory taking, larceny by conversion, larceny by bailee, and embezzlement. Utah Code Ann. § 76-6-401.

182. “Deception” occurs when a person intentionally: (a) Creates or confirms by words or conduct an impression of law or fact that is false and that the actor does not believe to be true and that is likely to affect the judgment of another in the transaction; or (b) Fails to correct a false impression of law or fact that the actor previously created or confirmed by words or conduct that is likely to affect the judgment of another and that the actor does not now believe to be true; or (c) Prevents another from acquiring information likely to affect his judgment in the transaction; or (d) Sells or otherwise transfers or encumbers property without disclosing a lien, security interest, adverse claim, or other legal impediment to the enjoyment of the property, whether the lien, security interest, claim, or impediment is or is not valid or is or is not a matter of official record...Utah Code Ann. § 76-6-401.

183. Evans took control of the personal assets of Jeremy and Sharla Johnson which consisted of:

1. Two (2) watches one gold Louis Vuitton and one gold IWC;
2. Two (2) gold nuggets 1.5oz. and 5+oz.;
3. Forty Six (46) 1 oz. palladium bars;
4. Three Thousand Five Hundred Eighty (3580) Canadian 1oz. Silver Maple;
5. One Thousand Fifty Seven (1057) oz Comdex silver bar;
6. One Thousand (1000) silver .50 coins;
7. Thirty Two Thousand (32,000) silver quarters;
8. Ten Thousand (10,000) silver dimes;
9. Twenty (20) gold coins;
10. One Hundred Sixty (160) lbs of miscellaneous rare coins.

184. Evans used deception to take control of the personal assets of Jeremy and Sharla Johnson which consisted of:

1. Two (2) watches one gold Louis ViMon and one gold IWC;
2. Two (2) gold nuggets 1.5oz. and 5+oz.;
3. Forty Six (46) 1 oz. palladium bars;
4. Three Thousand Five Hundred Eighty (3580) Canadian 1oz. Silver Maple;
5. One Thousand Fifty Seven (1057) oz Comdex silver bar;
6. One Thousand (1000) silver .50 coins;
7. Thirty Two Thousand (32,000) silver quarters;
8. Ten Thousand (10,000) silver dimes;
9. Twenty (20) gold coins;
10. One Hundred Sixty (160) lbs of miscellaneous rare coins.

185. With the intent and purpose to deprive Jeremy and Sharla Johnson of their personal assets

Evans took control of the personal assets of Jeremy and Sharla Johnson which consisted of:

1. Two (2) watches one gold Louis ViMon and one gold IWC;
2. Two (2) gold nuggets 1.5oz. and 5+oz.;
3. Forty Six (46) 1 oz. palladium bars;
4. Three Thousand Five Hundred Eighty (3580) Canadian 1oz. Silver Maple;
5. One Thousand Fifty Seven (1057) oz Comdex silver bar;
6. One Thousand (1000) silver .50 coins;
7. Thirty Two Thousand (32,000) silver quarters;
8. Ten Thousand (10,000) silver dimes;
9. Twenty (20) gold coins;
10. One Hundred Sixty (160) lbs of miscellaneous rare coins.

186. Evans took control of the personal assets of Jeremy and Sharla Johnson which consisted of: the Cheyenne, the Malibu, the P210, the Sierra, the C210, the Navajo, the R44.

187. Evans used deception to take control of the personal assets of Jeremy and Sharla Johnson which consisted of: the Cheyenne, the Malibu, the P210, the Sierra, the C210, the Navajo, the R44.

188. Evans took control of the personal assets of Jeremy and Sharla Johnson which consisted of: the Cheyenne, the Malibu, the P210, the Sierra, the C210, the Navajo, the R44 with the intent and purpose to deprive them of these assets.

189. Evans took control of the personal assets of Jeremy and Sharla Johnson which consisted of: Sparkle and Shine Car Wash, and Tabernacle Towers.

190. Evans used deception to take control of the personal assets of Jeremy and Sharla Johnson which consisted of: Sparkle and Shine Car Wash, and Tabernacle Towers.

191. Evans took control of the personal assets of Jeremy and Sharla Johnson which consisted of: Sparkle and Shine Car Wash, and Tabernacle Towers with the intent and purpose to deprive Jeremy and Sharla Johnson of the assets.

192. Evans took control of the personal assets of Duane Fielding which consisted of: the Nova, the Bel-Air, the Honda Pilot, the Mendon Property, and the Helicopter 286.

193. Evans used deception to take control of the personal assets of Duane Fielding which consisted of: the Nova, the Bel-Air, the Honda Pilot, the Mendon Property, and the Helicopter 286.

194. Evan took control of the personal assets of Duane Fielding which consisted of: the Nova, the Bel-Air, the Honda Pilot, the Mendon Property, and the Helicopter 286 with the intent and purpose to deprive Fielding of his assets.

195. Evans took control of the personal assets of Kerry Johnson which consisted of: Precious metals worth approximately \$400,000.

196. Evans used deception to take control of the personal assets of Kerry Johnson which consisted of: Precious metals worth approximately \$400,000.

197. Evans took control of the personal assets of Kerry Johnson which consisted of: Precious metals worth approximately \$400,000 with the purpose and intent to deprive Kerry Johnson of his personal assets.

SECOND CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY

198. Plaintiffs incorporate herein all of the preceding paragraphs.

199. Evans did not have authority to take possession of only certain assets of the Plaintiffs.

200. At all times Evans had a duty to Plaintiffs to preserve the value of the assets which Evans took control of.

201. Evans breached his duty by not maintaining the registration of Badcustomer.com worth approximately \$25,000.00.

202. Evans caused damage to the Johnson estate when he did not maintain the registration of Badcustomer.com and let Badcustomer.com expire.

203. Evans breached his duty of care by not maintaining the personal assets of Jeremy and Sharla Johnson which consisted of: the Cheyenne, the Malibu, the P210, the Sierra, the C210, the Navajo, and the R44.

204. Evans caused harm to the Jeremy and SharlaJohnson estate when he did not prevent damage to the personal assets of Jeremy and Sharla Johnson which consisted of: the Cheyenne, the Malibu, the P210, the Sierra, the C210, the Navajo, and the R44.

205. Evans breached his duty of care by not maintainingthe personal assets of Jeremy and Sharla Johnson which consisted of: Sparkle and Shine Car Wash, and Tabernacle Towers with the intent and purpose to deprive Jeremy and Sharla Johnson of the assets.

206. Evans caused harm to the personal assets of Jeremy and Sharla Johnson which consisted of: Sparkle and Shine Car Wash, and Tabernacle Towers by not maintaining these personal assets of Jeremy and Sharla Johnson.

207. Evans breached his duty of care by not maintaining the personal assets of Duane Fielding which consisted of: the Nova, the Bel-Air, the Honda Pilot, the Mendon Property, and the Helicopter 286..

208. Evans caused harm to the personal assets of Duane Fielding which consisted of: the Nova, the Bel-Air, the Honda Pilot, the Mendon Property, and the Helicopter 286 by not maintaining these personal assets of Fielding.

209. Statewide at all times had a duty to the Fielding Estate.

210. Statewide breached their duty to the Fielding Estate when they allowed the Nova, the Bel-Air, and the Pilot to be sold for less than a reasonable market value.

211. Evans breached his duty of care by not maintaining the personal assets of Kerry Johnson which consisted of: Precious metals worth approximately \$400,000.

212. Evans caused harm to the personal assets of Kerry Johnson which consisted of: Precious metals worth approximately \$400,000 by not maintaining the personal assets of Kerry Johnson.

213. West Desert Security had a duty to protect the Malibu from vandalism.

214. West Desert Breached their duty when they allowed the Malibu to be damaged.

215. West Desert caused harm when the breached their duty to and allowed the Malibu to be vandalized.

THIRD CAUSE OF ACTION
CONVERSION

216. Plaintiffs incorporate all proceeding paragraphs as incorporated herein.

217. Conversion is an unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, resulting in the alteration of their condition or the exclusion of the owner's rights.

218. Evans has deprived Jeremy Johnson of Approximately \$26,561 in cash when Evans has excluded Johnson of his rights to the funds.

219. Evans excluded Johnson of his rights to his personal assets consisting of:

1. Two (2) watches one gold Louis Vuitton and one gold IWC;
2. Two (2) gold nuggets 1.5oz. and 5+oz.;
3. Forty Six (46) 1 oz. palladium bars;
4. Three Thousand Five Hundred Eighty (3580) Canadian 1oz. Silver Maple;
5. One Thousand Fifty Seven (1057) oz Comdex silver bar;
6. One Thousand (1000) silver .50 coins;
7. Thirty Two Thousand (32,000) silver quarters;
8. Ten Thousand (10,000) silver dimes;
9. Twenty (20) gold coins;
10. One Hundred Sixty (160) lbs of miscellaneous rare coins.

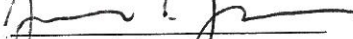
220. Evans has deprived Kerry Johnson of Precious metals worth approximately \$400,000

when Evans has excluded Kerry Johnson of his rights to the personal assets.

PRAYER FOR RELIEF

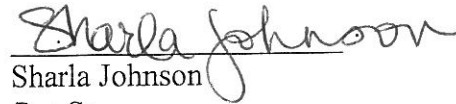
Plaintiffs ask this court to award them actual, special, punitive damages and any other damages this court deems just.

Dated this 22nd Day of November, 2011



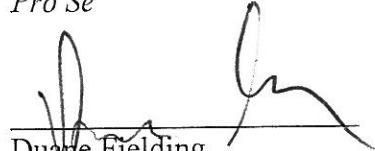
Jeremy Johnson

Pro se



Sharla Johnson

Pro Se



Duane Fielding

Pro Se



Kerry Johnson

Pro Se