

1 JEREMY JOHNSON
2 529 South Woods View Circle
3 St. George, UT 84770
4 Phone: (435) 817-8299
5 Email: ftcdocuments@gmail.com
6 *pro se*

7 UNITED STATES DISTRICT COURT
8 DISTRICT OF NEVADA

9 FEDERAL TRADE COMMISSION

10 Plaintiff

11 v.

12 JEREMY JOHNSON Etc., Et Al.,

13 Defendants

**OBJECTION TO RECEIVERS EMERGENCY
MOTION FOR ORDER COMPELLING JEREMY
JOHNSONS COMPLIANCE WITH
PRELIMINARY INJUNCTION ORDER. DOC
NO.: 377**

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

14
15 Defendant, JEREMY JOHNSON, pro se, respectfully submits this Memorandum of Points
16 and Authorities in Opposition to the Emergency Motion for and Order Compelling Compliance
17 (“Motion”) Doc No.: 377, brought by Robb Evans of Robb Evans & Associates LLC (“Evans”) in
18 his capacity as a court appointed receiver.
19

20 **INTRODUCTION**

21 This dispute arises from Evans’s seizure of personal property exempted from this Court’s
22 Preliminary Injunction, the sale of Jeremy Johnson’s assets at auction for substantially less than
23 their value, and for Evans’s failure to maintain property as alleged in the Complaint.
24

25 Jeremy Johnson’s complaint against Receiver cannot be dismissed because: (a) pursuant to
26 28 U.S.C. § 959, the lawsuit may be filed against the receiver without leave of court, and (b) the
27 claims against the receiver are not under the exclusive jurisdiction of this court.
28

1 Evans misconstrues the law regarding 28 U.S.C. § 959, failing to recognize that a federal
2 receiver can be found liable in an official capacity for torts resulting from his executive
3 management of day-to-day operation of an agency as such misconduct is outside the scope of any
4 judicial function. Second, Jeremy Johnson did not have to request permission from the appointing
5 court to sue the Receiver as his actions were executive in nature and outside the scope of his
6 judicial authority.

7
8 **STATEMENT OF FACTS**

- 9 1. Evans has seized personal property belonging to Jeremy Johnson that was located at
10 Johnsons Personal Residence 529 Woods View Circle, St. George UT 84770. See Exhibit
11 1, Affidavit of Jeremy Johnson.
12 2. Evans has allowed Evans has allowed domain names to expire. See Exhibit 2, Domain
13 Status Report.
14 3. Evans has seized assets of other individuals who are not corporate defendants. See Exhibit
15 3, Affidavit of Kerry Johnson
16

17 **LEGAL ANALYSIS**

18 **I. THE PRELIMINARY INJUNCTION AND APPLICABLE RECEIVERSHIP LAW**
19 **DO NOT REQUIRE DISMISSAL OF LAW SUIT.**

20 **A. Defendants Have Not Acted In A Manner Contrary To The Preliminary Injunction**
21 **Or Applicable Receivership Law And Therefore This Court Cannot Order The Lawsuit Dismissed.**

22 The preliminary Injunctive Order withheld certain Property from the reach of Evans. The
23 receiver was not to: “[T]ake physical possession of or sell Individual Defendant Jeremy Johnson’s
24 residence located at 529 Woods View Circle, St. George, UT 84770, personal property located at
25 such residence, or vehicles registered in Johnson’s name.” Doc No.: 130 page 24. Below is a
26 sampling of the assets and intellectual property that Evans has seized outside of the Preliminary
27 Injunctive Order and or has breached his duty of care by allowing the assets or intellectual
28

1 property to depreciate.

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

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

16 Evans has also taken personal property belonging to Jeremy Johnson's father, who is not a
17 corporate defendant. The personal property seized by Evans was not included in the Preliminary
18 Injunctive Order as property allowed to be seized by Evans. Johnson Father was the legal owner
19 of silver coins worth approximately Four Hundred Thousand Dollars. Evans seized the coins in
20 violation of the Preliminary Injunctive Order.

21 Evans seized among other personal assets belonging to Duane Fielding, a 1972 Chevy
22 Nova ("Nova"). The Nova was stored in Johnson's hangar. The 1972 Chevy Nova was worth
23 approximately \$79,000.00. See Exhibit 4, Declaration of Duane Fielding. A Statewide Auction
24 partner is quoted in a newspaper article "Aaron Shelton, a partner in the auction company, said the
25 Nova with its supercharged motor built for racing is the highlight of automobile sale. He estimated
26 its value at \$79,000."

27 Evans seized among other aircraft a 1986 Piper Cheyenne owned by Zibby Flight Service
28 LLC. Zibby is not listed as a corporate defendant in the Preliminary Injunctive Order. The 1986
Piper Cheyenne was in perfect condition when Evans took control of it. No provision of the

1 Preliminary Injunction Order allows Evans to Seize assets owned by Zibby Flight Service LLC.
2 Even if Evans had the authority to seize the Cheyenne then Evans had a duty to protect, preserve,
3 and maintain the Cheyenne. The Cheyenne needed to be kept in a hanger. Evans allowed the
4 Cheyenne worth approximately \$1.8 Million to sit outside the hanger, exposed to dry heat,
5 abrasive dirt and dust and other weather elements commonly known to damage aircraft. Evans had
6 a duty to keep the 1986 Piper Cheyenne worth approximately \$1.8 Million inside the hanger in
7 order to preserve its value. The actions of Evans caused weather damages to plane and engine.
8 The plane has suffered significant damage as a result of the weather damage. Evans decided they
9 did not have an interest in the aircraft and allowed the bank to repossess it. Rather than sell the
10 1986 Piper Cheyenne for an amount above the lien amount at an earlier stage of receivership,
11 Evans allowed the Cheyenne to become weather damaged then let the bank repossess the aircraft
12 when the value was significantly lower.
13
14 The engines had to be removed from the plane and sent back to the manufacture for repair. The
15 lien holder is currently suing Evans for his breach of duty to maintain assets.

17 The receiver was also charged with the duty to: “Conserve, hold, and manage all assets of
18 the Receivership Defendants, and perform all acts necessary or advisable to preserve the value of
19 those assets in order to prevent any irreparable loss, damage, or injury to consumers or creditors of
20 the Receivership Defendants, including, but not limited to, obtaining an accounting of the assets
21 and preventing the unauthorized transfer, withdrawal, or misapplication of assets. Doc No.: 130
22 page 25.

24 Interneteconomy.com. is a registered domain name belonging to Jeremy Johnson and/or I
25 Works. Interneteconomy.com is a valuable domain name worth approximately \$100,000.00.
26 Evans has allowed this domain name to lapse by not maintaining the registration.

27 Network Adgenda.com was a registered domain name. Networkagenda was an online
28

1 small office scheduling tool. NetworkAgenda had revenue of over \$25 Million dollars between
2 2006 and the time Evans took over. At the time that the receiver took over NetworkAgenda, there
3 were roughly seven thousand paying customers. There were millions of dollars of development
4 and marketing invested into NetworkAgenda. Evans has allowed this domain name to lapse by not
5 maintaining the registration.

6 Badcustomer.com was an active domain and website at the time Evans took control of it.
7 Badcustomer.com had over 800 registered companies as users of the service. BadCustomer.com is
8 a tool to allow Internet retailers to check potential customers against a database, which tracks and
9 links fraudulent transactions with the originating individual. Badcustomer.com had millions of
10 dollars invested into intellectual property, programming and marketing. Evans allowed
11 Badcustomer.com domain registration to expire.
12

13 B. The preliminary injunction has been followed by Defendant Jeremy Johnson and all
14 other Defendants.
15

16 Defendant Jeremy Johnson and all other defendants have not interfered with the duties of
17 the receiver Robb Evans and Associates as Receiver attempts to convince this court.

18 Evans points to the fact that Johnson has filed an action against Evans. Evens claims that
19 the legal action is inhibiting his duties as a receiver of the court, and thus Evans wants the court to
20 believe that this action is inhibiting the receiver's ability to carry out his duties. However, Evans
21 fails to bring to the courts attention that the action filed in State Court to which the receiver is
22 referring to is specifically to recover assets that the receiver has wrongfully taken and or disposed
23 of, and for damages for breach of duties as a Receiver.
24

25 According to 28 USC § 959 "(a) Trustees, receivers or managers of any property, including
26 debtors in possession, may be sued, without leave of the court appointing them, with respect to any
27 of their acts or transactions in carrying on business connected with such property. Such actions
28

1 shall be subject to the general equity power of such court so far as the same may be necessary to
2 the ends of justice, but this shall not deprive a litigant of his right to trial by jury. 28 U.S.C.A. §
3 959. According to statute Evan may be sued without leave of the court.

4 C. The Claims Against Receiver Are Not Under The Exclusive Jurisdiction Of The
5 Court.

6 For over a hundred years, 28 U.S.C. § 959(a)-(b) has established the right to sue a federally
7 appointed receiver, in either federal or state court. Enacted in 1887, 28 U.S.C. §959 clearly
8 provides that a federal receiver may be sued for violations of state law “with respect to any of their
9 [official] acts or transactions in carrying on business connected with such property.” 28 U.S.C.
10 §959(a). In Evans’s Motion, he cites to the *McNulta* decision, which states that, “actions against
11 the receiver are in law actions against the receivership or the funds in the hands of the receiver,
12 and his contracts, misfeasances, negligences, and liabilities are official, and not personal, and
13 judgments against him as receiver are payable only from the funds in his hands.” *McNulta*
14 *v. Lochridge*, 141 U.S. 372, 332 (1891). Since a successful litigant is paid from the assets of the
15 receivership, Evans claims that this suit cannot be brought in State Court when the assets are under
16 the exclusive jurisdiction of the receivership estate. However, Evans misapplies the *McNulta*
17 decision as this language was not intended to limit in which court a suit may be brought against a
18 receiver, but rather to emphasize that §959 does not hold the receiver personally liable, but rather,
19 “with respect to the question of liability [the receiver] stands in place of the corporation.” *Id.*
20 Accordingly, a § 959 cause of action is a claim for damages to be paid as an operation liability of
21 the receivership, much like a business assumes the liability costs of its employees tortiously acting
22 within the scope of their employment.
23
24
25

26 The jurisdictional reach of § 959 was designed to balance the need to protect federal
27 receivers from liability while acting as judicial officers against a state’s right to enforce laws
28

1 against a state's right to enforce laws against a judicial officer who assumes the non-judicial
2 responsibility of running a private or public enterprise.¹ Thus, § 959 was created as a limited
3 exception to the judicial immunity doctrine; limited in the sense that a party may acquire
4 compensation only from the assets of the receivership for harm resulting from a receiver's official
5 mishandling of the previous owners/debtors business. (See *Melvin v. Klein*, 266 N.Y.S.2d 533, 537
6 (1965) (state supreme court holding § 959 "was designed to facilitate the continued operation of
7 enterprises during the period of management [by the receiver]" and ensure the receiver is "required
8 to exercise as much regard for the rights and safety of third persons as the owners are.")²
9

10 Evans was granted the authority in the Preliminary Injunction to "manage and administer
11 the business of the Receivership Defendants..." which broad authority forms the basis for the
12 application of §959. The assignment of responsibility over the businesses and its assets to the
13 Receiver places the Receiver in the position of the business. Thus, the Receiver is expected to use
14 his authority in conformity with state law pursuant to § 959. The Receiver possesses the power to
15 hire or dismiss employees, independent contractors, or agents, sell, manage, and preserve company
16 assets, and basically any aspect of managing a business is now under the control of the Receiver.
17 Clearly, in exercising his power, the Receiver engages in non-judicial conduct that falls within the
18

19
20 ¹ Section 959 originated due to objections raised in the late 19th century against perceived abuses
21 of federal railroad receivers arising while operating the seized businesses. Congress, responding to
22 these concerns, adopted a provision expressly subjecting federal receivers to state law when the
23 receiver assumes the ordinary business responsibilities of the dispossessed property owner and/or
24 debtor. See 18 Cong. Rec. 2542-2543 (1887). Section 959(b) echoes the congressional record in
25 mandating: "a trustee, receiver or manager appointed in any cause pending in any court of the
26 United States, including a debtor in possession, shall manage and operate the property in his
27 possession as such trustee, receiver or manager according to the requirements of the valid laws of
28 the State in which such property is situated, in the same manner that the owner or possessor thereof
would be bound to do if in possession thereof." Section 959 (b)

² See also 65 Am. Jur. 2d Receivers § 290 (noting "[a] receiver operating a business generally is
liable officially, but not personally, for his or her torts or negligence in such operation or for the
torts and negligence of agents and employees in such operation, such liability on his or her part
existing under the same circumstances and to the same extent that it would exist if he or she were
the corporation or person whose business is in receivership . . .")

1 ambit of Section 959(a). Given that § 959 was intended to preserve the rights of a state to enforce
2 its laws against receivers who strayed from the traditional functions of the judiciary, the degree to
3 which Evans violated Utah State Law begs for the protective application of § 959. See *Melvin*,
4 266 N.Y.S.2d at 537 (holding § 959 was meant "to see that receivers, trustees and managers were
5 not exempt from the operation of state laws during the time of their appointment.")

6 In this capacity as the surrogate manager of the business estate, Receiver must be held
7 responsible for his violations of Utah State law in a Utah State court. Evans interpretation of the
8 federal doctrine of exclusive jurisdiction would eviscerate that application of § 959 as intended by
9 Congress, and improperly place himself and the Receivership above the law.

11 **II PURSUANT TO 28 U.S.C. § 959 THE LAWSUIT MAY BE FILED AGAINST THE**
12 **RECEIVER WITHOUT LEAVE OF COURT**

13 Receiver, relying on *Barton v. Barbour*, 104 U.S. 126 (1881), contends that this court lacks
14 subject matter jurisdiction over Jeremy Johnson's claims because Jeremy did not seek permission
15 from the administering court prior to filing this case. However, 28 U.S.C. § 959 expressly
16 eliminates the necessity of acquiring consent of the appointing court in order to sue a federal
17 receiver in any court other than the appointing court: "Trustees, receivers or managers of any
18 property, including debtors in possession, may be sued without leave of the court appointing them,
19 with respect to any of their acts or transactions in carrying on business connected with such
20 property." 28 U.S.C. 959(a). Wright's Federal Practice & Procedure notes the following, "The sole
21 purpose of [Section 959(a)] (and of its predecessor, Section 175 of the same title) was to make
22 receivers appointed by federal courts amenable to suit without the need to secure the permission of
23 the appointing court; that is, to place receivers on the same plane as owners of property." 12
24 Charles Alan Wright et al., *Federal Practice & Procedure* § 2984 (2007); see also *Barber v.*
25 *Powell*, 135 F.2d 728, 730 (4th Cir. 1943) (citing to Moore's Federal Practice Guide and holding
26
27
28

1 "[t]he sole purpose of [Section 959] is to make federal receivers amenable to suit without
2 permission of the appointing court"); *Gableman v. Peoria, D & E. Ry. Co.*, 179 U.S. 335, 338
3 (1900) (holding "[Section 959] abrogated the [*Barton*] rule that a receiver could not be sued
4 without leave of the court appointing him."). The Ninth Circuit has held:

5 “our cases analyzing the interplay between the Barton rule and § 959(a) have
6 most often involved bankruptcy trustees, and the policies underlying the Barton
7 doctrine apply with greater force to bankruptcy proceedings than to other
8 proceedings involving receivers. Moreover, many of these cases have dealt with a
9 liquidating trustee, a circumstance in which the Barton majority [. . .] agreed that
10 the Barton rule should apply.”

11
12 *Medical Dev. Int'l v. Cal. Dep't of Corr. & Rehab.*, 585 F.3d 1211, 1217 (9th Cir. Cal. 2009).

13
14 Evans was not appointed to liquidate the estate, but rather to maintain the estate and the
15 businesses of the Defendants. Accordingly, Jeremy Johnson's complaint contains § 959 causes of
16 action that constitute exceptions to the *Barton* rule, and Jeremy Johnson's was not required to gain
17 the consent of the Court previous to filing the Complaint.

18 Section 959 will not apply when the causes of action at issue contest the receiver's general
19 management and control of the receivership and thus interfere with the receiver's mandate to
20 realize his judicial directive. See, e.g. *Carter v. Rodgers*, 220 F.3d 1249, 1254 (8th Cir. 2000).
21 Here, Jeremy Johnson's claims do not influence or alter the Receiver's operation of the
22 receivership, but are confined to claims for compensatory damages resulting from his violations of
23 state law. Jeremy Johnson is not seeking to contest Receiver's general management and control of
24 the estate and is not interfering with the Receiver's judicial mandate. Jeremy Johnson is solely
25 attempting to recover damages pursuant to Evans's breach of fiduciary duties and actions outside
26 of his receivership mandates as expressly stated in the Preliminary Injunction.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Additionally the amended complaint filed against the receiver includes plaintiffs who are not parties to the case this case and have suffered significant harm as a result of the actions of Evans. See Exhibit 5, Amended Complaint. Therefore even if Jeremy Johnson withdraws the lawsuit will still survive and Evans will have to answer the complaint in the Utah court.

CONCLUSION

Based on the foregoing, Evans’s Motion must be denied.

DATED this 22nd day of November, 2011.

Respectfully submitted by:

/s/ Jeremy Johnson
Jeremy Johnson, *pro se*

Certificate of Service

1 I certify that on the 22nd day of November, 2011 a true and correct copy of the foregoing OBJECTION TO
2 RECEIVERS EMERGENCY MOTION FOR ORDER COMPELLING JEREMY JOHNSONS COMPLIANCE
3 WITH PRELIMINARY INJUNCTION ORDER. DOC NO.: 377 was served on the following individuals via ECF.

4 Gary Owen Caris
5 McKenna Long & Aldridge LLP
6 300 South Grand Avenue
7 14th Floor
8 Los Angeles, CA 90071-2901
9 gcaris@mckennalong.com
10 Assigned: 01/27/2011
11 LEAD ATTORNEY
12 PRO HAC VICE
13 ATTORNEY TO BE NOTICED

14 Teresa Chen
15 Federal Trade Commission
16 600 Pennsylvania Avenue
17 Washington, DC 20580
18 202-326-3216
19 tchen@ftc.gov
20 Assigned: 12/21/2010
21 ATTORNEY TO BE NOTICED

22 Brett D. Ekins
23 In Association With Jones Waldo Holbrook & McDonough PC
24 41 North Arrowhead
25 Suite A-1
26 Mesquite, NV 89027
27 (702) 791-0308
28 (702) 791-1912 (fax)
29 bekins@joneswaldo.com
30 Assigned: 01/24/2011
31 ATTORNEY TO BE NOTICED

32 Nathan K. Fisher
33 Dixon, Truman, Fisher & Clifford, P.C.
34 20 North Main Street
35 St. George, UT 84770
36 435-652-8000
37 435-652-0770 (fax)
38 nathanf@dixontruman.com
39 Assigned: 06/23/2011
40 ATTORNEY TO BE NOTICED

41 Jared Green
42 8337 W. Sunset Rd., Suite 350
43 Las Vegas, NV 89113
44 702-949-1100
45 702-949-1101 (fax)
46 jared.green@mccormickbarstow.com
47 Assigned: 03/24/2011
48 LEAD ATTORNEY
49 ATTORNEY TO BE NOTICED

1 Collot Guerard
2 .
3 600 Pennsylvania Avenue NW
4 Washington, DC 20580
5 202-326-3338
6 202-326-3395 (fax)
7 cguerard@ftc.gov
8 Assigned: 12/20/2010
9 LEAD ATTORNEY
10 ATTORNEY TO BE NOTICED

11 Lesley Anne Hawes
12 McKenna Long & Aldridge LLP
13 300 South Grand Avenue
14 14th Floor
15 Los Angeles, CA 90071-2901
16 213-688-1000
17 213-243-6330 (fax)
18 lhawes@mckennalong.com
19 Assigned: 01/27/2011
20 LEAD ATTORNEY
21 PRO HAC VICE
22 ATTORNEY TO BE NOTICED

23 Randolph L. Howard
24 Kolesar & Leatham
25 400 South Rampart Boulevard
26 Suite 400
27 Las Vegas, NV 89145
28 (702) 362-7800
(702) 362-9472 (fax)
rhoward@klnevada.com
Assigned: 01/26/2011
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Janice Kopec
600 Pennsylvania Avenue, NW
Washington, DC 20001
202-326-2550
jkopec@ftc.gov
Assigned: 04/07/2011
ATTORNEY TO BE NOTICED

Tanya N. Lewis
Richards Brandt Miller Nelson
299 South Main Street
Suite 1500
Salt Lake City, UT 84111
801-531-2000
801-532-5506 (fax)
tanya-lewis@rbmn.com
Assigned: 03/11/2011

Michael C. O'Brien
Van Cott, Bagley, Cornwall & McCarthy
36 South State Street

1 Salt Lake City, UT 84111
801-237-0243
mobrien@vancott.com
2 Assigned: 02/07/2011
LEAD ATTORNEY
3 PRO HAC VICE
ATTORNEY TO BE NOTICED

4 Michael R Shaw
5 301 North 200 East
Suite B-1
6 St. George, Ut 84770
435-628-1627
7 mshaw@joneswaldo.com
Assigned: 01/26/2011
8 LEAD ATTORNEY
ATTORNEY TO BE NOTICED

9 Reza Sina
10 Sina Law Group
801 S. Figueroa St.
11 Los Angeles, CA 90017
213-417-3661
12 877-341-5578 (fax)
reza@sinalawgroup.com
13 Assigned: 02/04/2011
ATTORNEY TO BE NOTICED

14 Michael P. Studebaker
15 Studebaker Law Office, L.L.C.
2550 Washington Blvd.
16 Ogden, UT 84401
801-791-0860
801-627-9100 (fax)
17 mike@studebakerlaw.com
Assigned: 03/24/2011
18 LEAD ATTORNEY
PRO HAC VICE
19 ATTORNEY TO BE NOTICED

20 Michael F. Thomson
21 Durham Jones & Pinegar
111 East Broadway, 9th Floor
22 PO Box 4050
Salt Lake City, UT 84110
801-415-3000
23 801-415-3500 (fax)
mftnotice@djplaw.com
24 Assigned: 05/18/2011
ATTORNEY TO BE NOTICED

25 Dotan Weinman
26 600 Pennsylvania Avenue, NW
Washington, DC 20580
27 202-326-3049
dweinman@ftc.gov
28 Assigned: 05/24/2011

ATTORNEY TO BE NOTICED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Loren E. Weiss
Ray Quinney & Nebeker P.C.
36 South State Street
Suite 1400
Salt Lake City, UT 84111
801-532-1500
801-532-7543 (fax)
lweiss@rqn.com

Assigned: 02/04/2011
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Blaine T Welsh
U.S. Attorney's Office
333 Las Vegas Blvd So
Suite 5000
Las Vegas, NV 89101-
Blaine.Welsh@usdoj.gov
Assigned: 12/21/2010

ATTORNEY TO BE NOTICED

Alan D. Boyack
205 Eats Tabernacle
St. George, Ut 84770
435-628-2676
435-628-7844 (fax)
alandboyack@yahoo.com

Assigned: 03/28/2011
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Edward D Boyack
Boyack & Beck
401 N. Buffalo Drive
Suite #202
Las Vegas, NV 89145
702-562-3415
702-562-3570 (fax)
sherri@edblaw.net

Assigned: 03/28/2011
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

FEDERAL TRADE COMMISSION

Plaintiff

v.

JEREMY JOHNSON Etc., Et Al.,

Defendants

**AFFIDAVIT OF JEREMY JOHNSON IN
SUPPORT OF OBJECTION TO RECEIVERS
EMERGENCY MOTION FOR ORDER
COMPELLING JEREMY JOHNSONS
COMPLIANCE WITH PRELIMINARY
INJUNCTION ORDER. DOC NO.: 377**

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

JEREMY JOHNSON, being first duly sworn, deposes and states:

That the facts herein are based on my personal knowledge and observations.

I am of adult years and competent to make this Affidavit. All the statements hereinafter set forth in this Affidavit are made by me on the basis of my personal and direct knowledge of the matter to which said statements pertain. If called as a witness by a Court of competent jurisdiction, I am able and shall testify as to each and all of said matters in the manner hereinafter set forth in this Affidavit.


I am a citizen of the United States and a resident of Washington County, State of Utah, and I am over the age of 18 years.

The following is a list of personal assets jointly owned by myself and my wife, Sharla Johnson, that receiver, Robb Evans took from my home on January 26, 2011:

1. Safe;
2. Two (2) watches one gold Louis ViMon and one gold IWC;

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

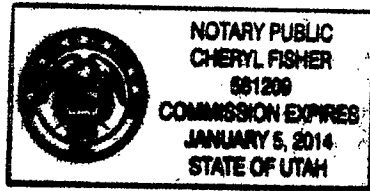
Dated this 24th day of November, 2011.



 JEREMY JOHNSON

STATE OF UTAH)
 : ss.
 COUNTY OF WASHINGTON)

On this 21st day of November, 2011, JEREMY JOHNSON personally appeared before me as the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.





 NOTARY PUBLIC

Iworks Domain Status Report as of October 6, 2011

Registered Domains (Partial List) List Generated on 6/9/2011	504
Expired Domains Expired between 6/9/11 and 10/6/11	408
Report Period (days) 6/9/11 - 10/6/11	119
Receivership Average Domain Loss/day 6/9/11 - 10/6/11	3.43
Receivership Period (days) 1/13/11 - 10/6/11	274
Total Estimated Domain Loss since TRO 274 days at 3.43 domains lost per day	940

Domain Name	Expiration Date	Status as of 10/6/11	Projected Status 10/14/11
loverybodshop.com	6/9/11	Expired	Expired
luvmybod.com	6/9/11	Expired	Expired
rebatemillions.com	6/10/11	Expired	Expired
rumorsearch.com	6/10/11	Expired	Expired
trypoundslost.com	6/10/11	Expired	Expired
fastgovgrants.net	6/11/11	Expired	Expired
fastgrantscd.com	6/11/11	Expired	Expired
Altfundng.com	6/12/11	Expired	Expired
Altfundngonline.com	6/12/11	Expired	Expired
Cashsvnowstore.com	6/12/11	Expired	Expired
Clickmoneyfast.com	6/12/11	Expired	Expired
Clickmoneyshop.com	6/12/11	Expired	Expired
Fastgovgrantstore.com	6/12/11	Expired	Expired
Fstgovgrants.com	6/12/11	Expired	Expired
empromotion.com	6/14/11	Expired	Expired
empromotion.net	6/14/11	Expired	Expired
myrebayter.com	6/17/11	Expired	Expired
rebayter.com	6/17/11	Expired	Expired
rebayteronline.com	6/17/11	Expired	Expired
cashattwitter.com	6/18/11	Expired	Expired
wecanshowyouhow.com	6/18/11	Expired	Expired
twittercashmembers.com	6/19/11	Expired	Expired
501c3cd.com	6/20/11	Expired	Expired
501ccd.com	6/20/11	Expired	Expired
auctionprofessor.com	6/20/11	Expired	Expired
freelifesurvey.com	6/22/11	Expired	Expired
36hourfunding.com	6/23/11	Expired	Expired

fastsbaloan.com	6/23/11 Expired	Expired
sbanow.com	6/23/11 Expired	Expired
ggl4profit.com	6/24/11 Expired	Expired
mytwitter4cash.com	6/26/11 Expired	Expired
trytwitter.com	6/26/11 Expired	Expired
trytwitter4cash.com	6/26/11 Expired	Expired
trytwittercash.com	6/26/11 Expired	Expired
livelifelean.net	6/27/11 Expired	Expired
accessyourproduct.com	6/29/11 Expired	Expired
yourproductdeliver.com	6/29/11 Expired	Expired
bestclickcash.com	7/6/11 Expired	Expired
clickfastmoney.com	7/6/11 Expired	Expired
clickinternetmoney.com	7/6/11 Expired	Expired
myclickmoneystore.com	7/6/11 Expired	Expired
tryearn.com	7/6/11 Expired	Expired
ads4profits.com	7/7/11 Expired	Expired
advertising4money.com	7/7/11 Expired	Expired
costsmashers.com	7/7/11 Expired	Expired
easysearch4cash.com	7/7/11 Expired	Expired
money4advertising.com	7/7/11 Expired	Expired
netsaveclub.com	7/7/11 Expired	Expired
placingadsnow.com	7/7/11 Expired	Expired
rollbacksnow.com	7/7/11 Expired	Expired
webcosavings.com	7/7/11 Expired	Expired
advertisingperks.com	7/8/11 Expired	Expired
myadbonus.com	7/8/11 Expired	Expired
placeyouradnow.com	7/8/11 Expired	Expired
thebigmoneysearch.com	7/8/11 Expired	Expired
capitalcushionpro.com	7/10/11 Expired	Expired
moneyfinder4you.com	7/10/11 Expired	Expired
padmywallet.com	7/10/11 Expired	Expired
click4moneyurway.com	7/13/11 Expired	Expired
clickmoneyforyou.com	7/13/11 Expired	Expired
costsavingsforyou.com	7/13/11 Expired	Expired
drillcampfit.com	7/13/11 Expired	Expired
fitbod4life.com	7/13/11 Expired	Expired
getgovernmentdollars.com	7/13/11 Expired	Expired
grantseeker.biz	7/13/11 Expired	Expired
moneyhandforyou.com	7/13/11 Expired	Expired
moneyhelp4younow.com	7/13/11 Expired	Expired
movenfit.com	7/13/11 Expired	Expired
mycostfree.com	7/13/11 Expired	Expired
mycostmyway.com	7/13/11 Expired	Expired

shapeyourbody4life.com	7/13/11	Expired	Expired
tryclickingformoney.com	7/13/11	Expired	Expired
warpingcosts.com	7/13/11	Expired	Expired
grantsofcash.com	7/15/11	Expired	Expired
searchbizcash.com	7/15/11	Expired	Expired
dasautoresponder.com	7/19/11	Expired	Expired
dasautosponder.com	7/19/11	Expired	Expired
responderauto.net	7/19/11	Expired	Expired
theautoresponder.net	7/19/11	Expired	Expired
theautosponder.com	7/19/11	Expired	Expired
thesponderauto.com	7/19/11	Expired	Expired
movenshape.com	7/21/11	Expired	Expired
mygrant123.com	7/21/11	Expired	Expired
fastgrantsuccess.com	7/22/11	Expired	Expired
leavittmusgrove.com	7/28/11	Expired	Expired
ask4grants.com	7/31/11	Expired	Expired
fitfac.com	7/31/11	Expired	Expired
grantendeavor.com	7/31/11	Expired	Expired
grantquery.com	7/31/11	Expired	Expired
hunt4grants.com	7/31/11	Expired	Expired
rebatemil.com	7/31/11	Expired	Expired
rebayternow.com	7/31/11	Expired	Expired
websaveclub.com	8/1/11	Expired	Expired
websavers.info	8/1/11	Expired	Expired
sbaftundingexpress.com	8/5/11	Expired	Expired
auctionprofessor.info	8/8/11	Expired	Expired
THEGRANTTREASURY.com	8/10/11	Expired	Expired
TRACKITDAILYSTORE.com	8/10/11	Expired	Expired
bastisch.com	8/11/11	Expired	Expired
jeemail.net	8/11/11	Expired	Expired
myalternativefunding.com	8/11/11	Expired	Expired
myalternativefunds.com	8/11/11	Expired	Expired
myaltfunding.com	8/11/11	Expired	Expired
premiumgrantreturns.com	8/11/11	Expired	Expired
yellowsnowcone.com	8/11/11	Expired	Expired
gglprofit.com	8/12/11	Expired	Expired
alternativefundsforyou.com	8/14/11	Expired	Expired
altfundingforyou.com	8/14/11	Expired	Expired
altfunds4you.com	8/14/11	Expired	Expired
tryalternativefunding.com	8/14/11	Expired	Expired
tryaltfunding.com	8/14/11	Expired	Expired
easygrant.biz	8/17/11	Expired	Expired
easytrackitdaily.com	8/17/11	Expired	Expired

googlecash.biz	8/17/11	Expired	Expired
lcapycondo.com	8/17/11	Expired	Expired
mytrackitdaily.com	8/17/11	Expired	Expired
smarttrackitdaily.com	8/17/11	Expired	Expired
trytrackitdaily.com	8/17/11	Expired	Expired
bsnsfundng.com	8/18/11	Expired	Expired
evrydaylegl.com	8/18/11	Expired	Expired
fit-fctory.com	8/18/11	Expired	Expired
fndgsucces.com	8/18/11	Expired	Expired
fund-accel.com	8/18/11	Expired	Expired
gov-fundng.com	8/18/11	Expired	Expired
grnt-a-day.com	8/18/11	Expired	Expired
grnt-mastr.com	8/18/11	Expired	Expired
grnt-writr.com	8/18/11	Expired	Expired
grntacadmy.com	8/18/11	Expired	Expired
grntcreatr.com	8/18/11	Expired	Expired
grntsearch.com	8/18/11	Expired	Expired
grntsucess.com	8/18/11	Expired	Expired
lcapy-jpcondo.com	8/18/11	Expired	Expired
livliflean.com	8/18/11	Expired	Expired
livnglean.com	8/18/11	Expired	Expired
pwr-seller.com	8/18/11	Expired	Expired
qwkgrntpro.com	8/18/11	Expired	Expired
reb-mill.com	8/18/11	Expired	Expired
myauction-pro.com	8/20/11	Expired	Expired
bigjproperties.com	8/21/11	Expired	Expired
auctn-prof.com	8/22/11	Expired	Expired
easyinternetsystem.com	8/22/11	Expired	Expired
citywestplaza.com	8/23/11	Expired	Expired
freewayplaza.com	8/23/11	Expired	Expired
leanlivng.com	8/25/11	Expired	Expired
acceleratedgrants.com	8/31/11	Expired	Expired
acheivegrantcash.com	8/31/11	Expired	Expired
bodywellness4you.com	8/31/11	Expired	Expired
clickingpayday.com	8/31/11	Expired	Expired
costfreedom4you.com	8/31/11	Expired	Expired
coststorm.com	8/31/11	Expired	Expired
costsweep.com	8/31/11	Expired	Expired
dashing4cash.com	8/31/11	Expired	Expired
drinkfromourfitnesswell.com	8/31/11	Expired	Expired
fastactivegrants.com	8/31/11	Expired	Expired
fastgrantbucks.com	8/31/11	Expired	Expired
fastgrantcash4you.com	8/31/11	Expired	Expired

fastgrantfunds.com	8/31/11 Expired	Expired
findurgrantdollars.com	8/31/11 Expired	Expired
getinmotionfitness.com	8/31/11 Expired	Expired
getmovingfit.com	8/31/11 Expired	Expired
gettrimmoves.com	8/31/11 Expired	Expired
getwell4yourlife.com	8/31/11 Expired	Expired
googlefortunemembers.com	8/31/11 Expired	Expired
grantfundsquick.com	8/31/11 Expired	Expired
granthelp4you.com	8/31/11 Expired	Expired
grantinasnap.com	8/31/11 Expired	Expired
grantsinasnap.com	8/31/11 Expired	Expired
healthfitnessmovers.com	8/31/11 Expired	Expired
hunt4costraves.com	8/31/11 Expired	Expired
lookfitmover.com	8/31/11 Expired	Expired
movingfitnessadvantage.com	8/31/11 Expired	Expired
myclickingmoney.com	8/31/11 Expired	Expired
myclickingpayday.com	8/31/11 Expired	Expired
mycostrfreedom.com	8/31/11 Expired	Expired
mycostraver.com	8/31/11 Expired	Expired
pro-actionfitnessshop.com	8/31/11 Expired	Expired
pro-healthfitness.com	8/31/11 Expired	Expired
pro-shopmovement.com	8/31/11 Expired	Expired
proshopfit.com	8/31/11 Expired	Expired
rapidgranthelp.com	8/31/11 Expired	Expired
rewardsforclicking.com	8/31/11 Expired	Expired
search4profitsmembers.com	8/31/11 Expired	Expired
speedygrant.com	8/31/11 Expired	Expired
speedygrantdollars.com	8/31/11 Expired	Expired
swiftgrantmoney.com	8/31/11 Expired	Expired
treasureyourgrant.com	8/31/11 Expired	Expired
trimfitnessshop.com	8/31/11 Expired	Expired
tryclickingforcash.com	8/31/11 Expired	Expired
turnprofitfitness.com	8/31/11 Expired	Expired
wellfitnessforlife.com	8/31/11 Expired	Expired
wellhealthhub.com	8/31/11 Expired	Expired
yourgrantbills.com	8/31/11 Expired	Expired
yourgrantbucks.com	8/31/11 Expired	Expired
yourhealthyhub.com	8/31/11 Expired	Expired
yourrapidmoney.com	8/31/11 Expired	Expired
easygrantlocator.com	9/2/11 Expired	Expired
rnddept.com	9/2/11 Expired	Expired
fastsbaloans.com	9/7/11 Expired	Expired
cost-smash.com	9/8/11 Expired	Expired

cost-smasher.com	9/8/11	Expired	Expired
mysrchcash.com	9/8/11	Expired	Expired
grantsrch.com	9/9/11	Expired	Expired
cornerstoneinvestmentguide.com	9/10/11	Expired	Expired
grantdesk.com	9/14/11	Expired	Expired
johnbecksrealestatesystem.com	9/15/11	Expired	Expired
yourfreecd.net	9/15/11	Expired	Expired
myfastgrantfunds.com	9/16/11	Expired	Expired
mygrantfundsquick.com	9/16/11	Expired	Expired
championmarketinggroup.com	9/17/11	Expired	Expired
gotyourlead.com	9/17/11	Expired	Expired
gotyourleads.com	9/17/11	Expired	Expired
grantresourcecenter.net	9/17/11	Expired	Expired
thegrantresourcecenter.com	9/17/11	Expired	Expired
rebatemillionaire.com	9/19/11	Expired	Expired
americanvendingnetwork.com	9/22/11	Expired	Expired
dexaslim.com	9/24/11	Expired	Expired
dexislim.com	9/24/11	Expired	Expired
maxatrim.com	9/24/11	Expired	Expired
mylegallibrary.com	9/24/11	Expired	Expired
fortuneontheinternet.com	9/25/11	Expired	Expired
hcgpure.com	9/29/11	Expired	Expired
purehcg.com	9/29/11	Expired	Expired
auctntutor.com	9/30/11	Expired	Expired
day-grants.com	9/30/11	Expired	Expired
grant-gnrtr.com	9/30/11	Expired	Expired
leanlife-cs.info	9/30/11	Expired	Expired
selfhelp-cs.com	10/1/11	Expired	Expired
mylegallibrarynow.com	10/2/11	Expired	Expired
mylegallibraryonline.com	10/2/11	Expired	Expired
yourlegallibrary.com	10/2/11	Expired	Expired
badconsumer.com	10/3/11	Expired	Expired
cherryoffers.com	10/3/11	Expired	Expired
fedsecretgrants.com	10/3/11	Expired	Expired
secretfedgrants.com	10/3/11	Expired	Expired
secretgovgrants.com	10/3/11	Expired	Expired
grantsearchassistantchat.com	10/4/11	Expired	Expired
carvemyfitnesscurves.com	10/6/11	Expired	Expired
carveyourfitnesscurves.com	10/6/11	Expired	Expired
cashforyoubyclicking.com	10/6/11	Expired	Expired
cashfromclick.com	10/6/11	Expired	Expired
changemyfitnessnow.com	10/6/11	Expired	Expired
changeyourfitnessnow.com	10/6/11	Expired	Expired

clickedrich.com	10/6/11 Expired	Expired
clicks4income.com	10/6/11 Expired	Expired
clicks4profits.com	10/6/11 Expired	Expired
clicksforincome.com	10/6/11 Expired	Expired
clickstomoney.com	10/6/11 Expired	Expired
easycashbyclicking.com	10/6/11 Expired	Expired
fastcashwithclickmoney.com	10/6/11 Expired	Expired
findfortunebyclicking.com	10/6/11 Expired	Expired
findwealthbyclicking.com	10/6/11 Expired	Expired
fitness-shapeforlife.com	10/6/11 Expired	Expired
fitness-shapeupnow.com	10/6/11 Expired	Expired
fitness4yourbody.com	10/6/11 Expired	Expired
fitnessadvantage4yourlife.com	10/6/11 Expired	Expired
fitnesscurvesforlife.com	10/6/11 Expired	Expired
fitnesscurvesforlifenow.com	10/6/11 Expired	Expired
fitnesscurvesforme.com	10/6/11 Expired	Expired
fitnesscurvesforyou.com	10/6/11 Expired	Expired
fitnesscurveshelpnow.com	10/6/11 Expired	Expired
fitnessforurlife.com	10/6/11 Expired	Expired
fitnesshelp4lifenow.com	10/6/11 Expired	Expired
fitnesshelp4me.com	10/6/11 Expired	Expired
fitnesshelp4you.com	10/6/11 Expired	Expired
fitnesshelpforlife.com	10/6/11 Expired	Expired
fitnessinmotion-now.com	10/6/11 Expired	Expired
fitnessinmotion4life.com	10/6/11 Expired	Expired
fitnessinmotion4lifenow.com	10/6/11 Expired	Expired
fitnesstosculptmybody.com	10/6/11 Expired	Expired
fitnesstosculptyourbody.com	10/6/11 Expired	Expired
gainfromclicks.com	10/6/11 Expired	Expired
getfitnessmoving.com	10/6/11 Expired	Expired
getfitnessmovingnow.com	10/6/11 Expired	Expired
homeclickcash.com	10/6/11 Expired	Expired
homeclickmoney.com	10/6/11 Expired	Expired
lifepriorityfitness.com	10/6/11 Expired	Expired
lifepriorityfitnessnow.com	10/6/11 Expired	Expired
liferesultsfitness.com	10/6/11 Expired	Expired
liferesultsfitness4me.com	10/6/11 Expired	Expired
liferesultsfitness4you.com	10/6/11 Expired	Expired
liferesultsfitnessnow.com	10/6/11 Expired	Expired
money4clickers.com	10/6/11 Expired	Expired
money4linking.com	10/6/11 Expired	Expired
moneyforyoubyclicking.com	10/6/11 Expired	Expired
moneyfromclick.com	10/6/11 Expired	Expired

mycashforclicking.com	10/6/11	Expired	Expired
mycashfromclick.com	10/6/11	Expired	Expired
myclicks4income.com	10/6/11	Expired	Expired
myclicks4profits.com	10/6/11	Expired	Expired
myclicksforincome.com	10/6/11	Expired	Expired
myclicksformoney.com	10/6/11	Expired	Expired
myfastresultsfitness.com	10/6/11	Expired	Expired
myfitness-shape.com	10/6/11	Expired	Expired
myfitness-shapeup.com	10/6/11	Expired	Expired
myfitnessadvantagenow.com	10/6/11	Expired	Expired
myfitnesscurvesnow.com	10/6/11	Expired	Expired
myfitnessinmotionnow.com	10/6/11	Expired	Expired
myfortunebyclicking.com	10/6/11	Expired	Expired
myfortuneusingclickmoney.com	10/6/11	Expired	Expired
mygainfromclicks.com	10/6/11	Expired	Expired
myhomeclickcash.com	10/6/11	Expired	Expired
myhomeclickmoney.com	10/6/11	Expired	Expired
mylifepriorityfitness.com	10/6/11	Expired	Expired
myliferesultsfitness.com	10/6/11	Expired	Expired
mymoney4clickers.com	10/6/11	Expired	Expired
mymoneyforclicking.com	10/6/11	Expired	Expired
mymoneyfromclick.com	10/6/11	Expired	Expired
mynetclickmoney.com	10/6/11	Expired	Expired
mynetsearchprofitforclicking.com	10/6/11	Expired	Expired
mynewfitbody.com	10/6/11	Expired	Expired
mynewfitlife.com	10/6/11	Expired	Expired
mynewfitness-shape.com	10/6/11	Expired	Expired
mynewfitnessform.com	10/6/11	Expired	Expired
mynewfitnessnow.com	10/6/11	Expired	Expired
myordercheckoutnow.com	10/6/11	Expired	Expired
myordercheckoutsite.com	10/6/11	Expired	Expired
mypowershapefitness.com	10/6/11	Expired	Expired
myprofitforclicking.com	10/6/11	Expired	Expired
myprofitfromclicks.com	10/6/11	Expired	Expired
myproshopfitness.com	10/6/11	Expired	Expired
myproshopfitnessnow.com	10/6/11	Expired	Expired
myrewardfitness.com	10/6/11	Expired	Expired
myrewardfitnessnow.com	10/6/11	Expired	Expired
myrewardsforclicking.com	10/6/11	Expired	Expired
myrewardsusingclickmoney.com	10/6/11	Expired	Expired
mysearchlink4cashforclicking.com	10/6/11	Expired	Expired
mysearchlinks4money.com	10/6/11	Expired	Expired
mysearchlinkscashforclicking.com	10/6/11	Expired	Expired

mysearchlinksmoney.com	10/6/11 Expired	Expired
mysecuredcheckoutsite.com	10/6/11 Expired	Expired
mysecuredordersite.com	10/6/11 Expired	Expired
mysilkyshapefitness.com	10/6/11 Expired	Expired
mysleekbodyfitness.com	10/6/11 Expired	Expired
mysleekshapefitness.com	10/6/11 Expired	Expired
mysmoothcurvesfitness.com	10/6/11 Expired	Expired
mywealthbyclicking.com	10/6/11 Expired	Expired
mywealthfromclicks.com	10/6/11 Expired	Expired
mywealthusingclickmoney.com	10/6/11 Expired	Expired
mywealthyclicks.com	10/6/11 Expired	Expired
mywebfindprofitforclicking.com	10/6/11 Expired	Expired
myweblinkincomebyclicking.com	10/6/11 Expired	Expired
myweblinkprofitbyclicking.com	10/6/11 Expired	Expired
mywebsearchgainforclicking.com	10/6/11 Expired	Expired
mywebsearchprofitforclicking.com	10/6/11 Expired	Expired
netclickcash.com	10/6/11 Expired	Expired
netclickmoney.com	10/6/11 Expired	Expired
netsearchprofitbyclicking.com	10/6/11 Expired	Expired
netsurfmoneybyclicking.com	10/6/11 Expired	Expired
newfitnesscurvesnow.com	10/6/11 Expired	Expired
newlifepriorityfitness.com	10/6/11 Expired	Expired
powerfitness4yourlife.com	10/6/11 Expired	Expired
powershapefitness.com	10/6/11 Expired	Expired
powershapefitness4life.com	10/6/11 Expired	Expired
powershapefitnessnow.com	10/6/11 Expired	Expired
profitfromclicks.com	10/6/11 Expired	Expired
proshopfitness4life.com	10/6/11 Expired	Expired
proshopfitnessnow.com	10/6/11 Expired	Expired
qqn00b.com	10/6/11 Expired	Expired
rewardfitnessforlife.com	10/6/11 Expired	Expired
rewardfitnessnow.com	10/6/11 Expired	Expired
savemybodyfitness.com	10/6/11 Expired	Expired
saveyourbodyfitness.com	10/6/11 Expired	Expired
searchlinks4cashbyclicking.com	10/6/11 Expired	Expired
searchlinks4money.com	10/6/11 Expired	Expired
searchlinkscashbyclicking.com	10/6/11 Expired	Expired
searchlinksmoney.com	10/6/11 Expired	Expired
securedcheckoutsite.com	10/6/11 Expired	Expired
silkyshapefitness.com	10/6/11 Expired	Expired
silkyshapefitness4you.com	10/6/11 Expired	Expired
silkyshapefitnessforyounow.com	10/6/11 Expired	Expired
sleek-shapefitness.com	10/6/11 Expired	Expired

sleekbodyfitness.com	10/6/11 Expired	Expired
sleekbodyfitnessnow.com	10/6/11 Expired	Expired
sleekfitnessforlife.com	10/6/11 Expired	Expired
smoothcurvesfitness4life.com	10/6/11 Expired	Expired
smoothcurvesfitnessforyou.com	10/6/11 Expired	Expired
smoothcurvesfitnessnow.com	10/6/11 Expired	Expired
takeshapefitnessnow.com	10/6/11 Expired	Expired
thefitness-shapeup.com	10/6/11 Expired	Expired
thefitnessadvantagenow.com	10/6/11 Expired	Expired
thefitnessreward.com	10/6/11 Expired	Expired
wealthfromclicks.com	10/6/11 Expired	Expired
webfindprofitbyclicking.com	10/6/11 Expired	Expired
weblinkincomebyclicking.com	10/6/11 Expired	Expired
weblinkprofitbyclicking.com	10/6/11 Expired	Expired
websearchgainbyclicking.com	10/6/11 Expired	Expired
websearchprofitbyclicking.com	10/6/11 Expired	Expired
websurfmoneybyclicking.com	10/6/11 Expired	Expired
yourfastresultsfitness.com	10/6/11 Expired	Expired
yourfitness-shape.com	10/6/11 Expired	Expired
yourfitness-shapeup.com	10/6/11 Expired	Expired
yourfitnessadvantagenow.com	10/6/11 Expired	Expired
yourfitnesscurvesnow.com	10/6/11 Expired	Expired
yourfitnessforlifesite.com	10/6/11 Expired	Expired
yourfitnessinmotionnow.com	10/6/11 Expired	Expired
yourliferesultsfitness.com	10/6/11 Expired	Expired
yournewfitnessnow.com	10/6/11 Expired	Expired
yourordercheckout.com	10/6/11 Expired	Expired
yourordercheckoutsite.com	10/6/11 Expired	Expired
yourpowershapefitness.com	10/6/11 Expired	Expired
yourproshopfitness.com	10/6/11 Expired	Expired
yourproshopfitnessnow.com	10/6/11 Expired	Expired
yourrewardfitness.com	10/6/11 Expired	Expired
yourrewardfitnessnow.com	10/6/11 Expired	Expired
yoursecuredcheckoutsite.com	10/6/11 Expired	Expired
yoursleekbodyfitness.com	10/6/11 Expired	Expired
yoursleekshapefitness.com	10/6/11 Expired	Expired
yoursmoothcurvesfitness.com	10/6/11 Expired	Expired
grantsearchmembers.com	10/7/11 Active	Expired
50kfundingmadeeasy.com	10/8/11 Active	Expired
50kfundingnow.com	10/8/11 Active	Expired
50kfunfs.com	10/8/11 Active	Expired
50kfundsnow.com	10/8/11 Active	Expired
easy50kfunfs.com	10/8/11 Active	Expired

farewell-01.com	10/8/11	Active	Expired
my50kfundings.com	10/8/11	Active	Expired
my50kfundingsmadeeasy.com	10/8/11	Active	Expired
my50kfundings.com	10/8/11	Active	Expired
try50kfundings.com	10/8/11	Active	Expired
try50kfundingsnow.com	10/8/11	Active	Expired
try50kfundingstoday.com	10/8/11	Active	Expired
your50kfundings.com	10/8/11	Active	Expired
your50kfundingsmadeeasy.com	10/8/11	Active	Expired
your50kfundings.com	10/8/11	Active	Expired
yourrapidgrantmoney.com	10/8/11	Active	Expired
dashing4grantcash.com	10/9/11	Active	Expired
fstgrantsforu.com	10/9/11	Active	Expired
mywealthfromclickmoney.com	10/12/11	Active	Expired
securedorderingsite.com	10/12/11	Active	Expired
yourspeedygranthelp.com	10/12/11	Active	Expired
grant-gold.com	10/13/11	Active	Expired
optimummediainc.com	10/13/11	Active	Expired
ezauctionsolutions.com	10/14/11	Active	Expired
grantmemberssite.com	10/15/11	Active	Active
commencehere.com	10/17/11	Active	Active
expressbizfund.com	10/17/11	Active	Active
reachdream.com	10/17/11	Active	Active
shiningbeginnings.com	10/17/11	Active	Active
shinybeginnings.com	10/17/11	Active	Active
thebrightbeginnings.com	10/17/11	Active	Active
theopportunityknocking.com	10/17/11	Active	Active
websaveclub.net	10/17/11	Active	Active
yourdreamalive.com	10/17/11	Active	Active
yourdreamsliving.com	10/17/11	Active	Active
yourturninline.com	10/17/11	Active	Active
netsuccessnow.com	10/18/11	Active	Active
mycheckoutcart.com	10/19/11	Active	Active
iworksrealestate.net	10/20/11	Active	Active
lynxmediasolutions.com	10/22/11	Active	Active
acaidietforyou.com	10/26/11	Active	Active
anewleanbody.com	10/26/11	Active	Active
mycheckoutcartnow.com	10/26/11	Active	Active
mygrantcashfast.com	10/26/11	Active	Active
myshoppingcartcheckout.com	10/26/11	Active	Active
quicksbafunding.com	10/26/11	Active	Active
rebayeronlinenow.com	10/26/11	Active	Active
yourfundingaccelerator.com	10/26/11	Active	Active

farewell-02.com	10/27/11	Active	Active
fedgrntconn.com	10/27/11	Active	Active
monysecrets.com	10/27/11	Active	Active
mysecuredshoppingcart.com	10/27/11	Active	Active
quickgrantsnow.com	10/27/11	Active	Active
us-cashhelp.com	10/27/11	Active	Active
yourgrantfunds.com	10/27/11	Active	Active
myshoppingcheckoutnow.com	10/29/11	Active	Active
grantmembersite.com	10/30/11	Active	Active
member-grants.com	11/5/11	Active	Active
membersgrant.com	11/5/11	Active	Active
mygrantsite.net	11/5/11	Active	Active
searchmarketingmembersite.com	11/5/11	Active	Active
searchmarketingmemberssite.com	11/5/11	Active	Active
seedymcfeedy.com	11/6/11	Active	Active
thecheckoutcart.com	11/9/11	Active	Active
theexpresscheckout.com	11/9/11	Active	Active
yoursecuredcheckout.com	11/9/11	Active	Active
checkoutcartnow.com	11/12/11	Active	Active
checkoutcarttoday.com	11/12/11	Active	Active
myshoppingcartnow.com	11/12/11	Active	Active
yourshopingcartnow.com	11/12/11	Active	Active
myexpresscheckoutcart.com	11/23/11	Active	Active
myexpresscheckoutcartnow.com	11/23/11	Active	Active
mysecurecheckoutcartnow.com	11/23/11	Active	Active
theexpresscheckoutcart.com	11/23/11	Active	Active
youexpresscheckout.com	11/23/11	Active	Active
youexpresscheckoutcart.com	11/23/11	Active	Active
yoursecurecheckoutcart.com	11/23/11	Active	Active
myfundingaccelerator.com	11/25/11	Active	Active
i-worksonline.com	11/29/11	Active	Active
be-a-rebatemillionaire.com	12/1/11	Active	Active
rebatemillionairenow.com	12/1/11	Active	Active
discoveryourgrant.com	12/5/11	Active	Active
findyourgrantonline.com	12/5/11	Active	Active
grantlook.com	12/5/11	Active	Active
checkingoutnow.com	12/11/11	Active	Active
checkingoutquickly.com	12/11/11	Active	Active
iworkservers.com	12/18/11	Active	Active
webmtrends.com	12/23/11	Active	Active
iworksrnd.com	1/23/12	Active	Active
iworksmarketing.com	5/11/12	Active	Active
letsgetyouonline.com	8/14/12	Active	Active

secureordersites.com	5/13/13 Active	Active
newhorizonsfinance.com	11/4/13 Active	Active
iworks-inc.com	11/29/13 Active	Active
auctionuniversity.net	3/30/14 Active	Active
iworks.com	3/3/18 Active	Active

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

FEDERAL TRADE COMMISSION

Plaintiff

v.

JEREMY JOHNSON Etc., Et Al.,

Defendants

**AFFIDAVIT OF KERRY JOHNSON IN SUPPORT
OF OBJECTION TO RECEIVERS EMERGENCY
MOTION FOR ORDER COMPELLING JEREMY
JOHNSONS COMPLIANCE WITH
PRELIMINARY INJUNCTION ORDER. DOC
NO.: 377**

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

KERRY JOHNSON, being first duly sworn, deposes and states:

That the facts herein, are based on my personal knowledge and observations.

I am of adult years and competent to make this Affidavit. All the statements hereinafter set forth in this Affidavit are made by me on the basis of my personal and direct knowledge of the matter to which said statements pertain. If called as a witness by a Court of competent jurisdiction, I am able and shall testify as to each and all of said matters in the manner hereinafter set forth in this Affidavit.

I am a citizen of the United States and a resident of Washington County, State of Utah, and I am over the age of 18 years.

On or about July, 2010, Jamie Hipwell an IRS agent seized:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

FEDERAL TRADE COMMISSION

Plaintiff

v.

JEREMY JOHNSON Etc., Et Al.,

Defendants

**AFFIDAVIT OF DUANE FIELDING IN SUPPORT
OF OBJECTION TO RECEIVERS EMERGENCY
MOTION FOR ORDER COMPELLING JEREMY
JOHNSONS COMPLIANCE WITH
PRELIMINARY INJUNCTION ORDER. DOC
NO.: 377**

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

DUANE FIELDING, being first duly sworn, deposes and states:

That the facts herein, are based on my personal knowledge and observations.

I am of adult years and competent to make this Affidavit. All the statements hereinafter set forth in this Affidavit are made by me on the basis of my personal and direct knowledge of the matter to which said statements pertain. If called as a witness by a Court of competent jurisdiction, I am able and shall testify as to each and all of said matters in the manner hereinafter set forth in this Affidavit.

I am a citizen of the United States and a resident of Washington County, State of Utah, and I am over the age of 18 years.

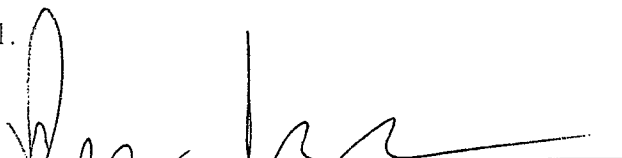
1 On or about October, 2008, I purchase a 1972 Chevrolet Nova. Subsequently I built the car
2 for racing. The current market value is approximately \$79,000. At no time was the car registered
3 or owned by Jeremy Johnson or any corporate defendant. The car was my personal asset.

4 On or about October, 2008, I purchase a 1956 Chevrolet Belaire. The current market value
5 is approximately \$100,000. At no time was the car registered or owned by Jeremy Johnson or any
6 corporate defendant. The car was my personal asset.

7 On or about December 8, 2006, I purchase a 1989 Honda Pilot from Allen Knox for
8 \$5,000.00. The current market value is approximately \$6,500.00. At no time was this ATV
9 registered or owned by Jeremy Johnson or any corporate defendant. The ATV was my personal
10 asset.
11

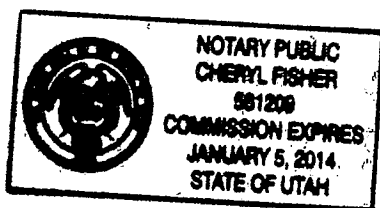
12 Robb Evans and Associates seized the car and other personal assets belonging to me, from
13 its storage facility at the St. George Airport.
14


15 Dated this 22 day of November, 2011.

16
17
18 
DUANE FIELDING

19
20 STATE OF UTAH)
21 : ss.
22 COUNTY OF WASHINGTON)

23 On this 22 day of November, 2011, DUANE FIELDING personally appeared before
24 me as the signer of the foregoing instrument, who duly acknowledged to me that he executed the
25 same.




NOTARY PUBLIC

FILED

2011 NOV 22 PM 6:14

5TH DISTRICT COURT
ST. GEORGE

JEREMY JOHNSON
529 South Woods View Circle
St. George, UT 84770
Phone: (435) 817-8299
Email: ftcdocuments@gmail.com
pro se

SHARLA JOHNSON
529 South Woods View Circle
St. George, UT 84770
Phone: (435)-632-9575
Email: jsajohnson@mac.com
pro se

DUANE FIELDING
3023 old Farm Road
Washington UT 84780
Phone: (435) 862-5074
Email: duanefielding@gmail.com
pro se

KERRY JOHNSON
2489 River Front Drive
Santa Clara, UT 84765
Phone: (435) 668-2957
Email: kerryjohnson@yahoo.com
pro se

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

FILE COPY

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 hangar exposed 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.

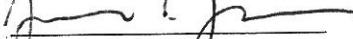
220. Evans has deprived Kerry Johnson of Precious metals worth approximately \$400,000

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

PRAYER FOR RELIEF

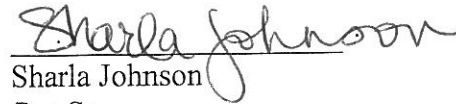
Plaintiffs ask this court to award them actual, special, punitive damages and any other damages this court deems just.

Dated this 22nd Day of November, 2011



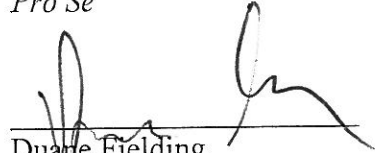
Jeremy Johnson

Pro se



Sharla Johnson

Pro Se



Duane Fielding

Pro Se



Kerry Johnson

Pro Se