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10 Attorneys for Joshua Teeple, Temporary Receiver

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 12 **UNITED STATES DISTRICT COURT**
 13 **DISTRICT OF NEVADA, SOUTHERN DIVISION**
 14

15 FEDERAL TRADE COMMISSION,
 16 Plaintiff,
 17 v.
 18 REVMOUNTAIN, LLC, a Nevada
 limited liability company, et al.,
 19 Defendants.
 20

Case No. 17-CV-02000-APG-GWF
**STIPULATION AND ORDER
 AUTHORIZING JOSHUA TEEPLE,
 TEMPORARY RECEIVER, TO:**
 1. **EMPLOY AUCTIONEER TO
 SELL PERSONAL
 PROPERTY; AND**
 2. **VACATE HENDERSON,
 NEVADA PREMISES**

DATE:
 TIME: [No Hearing Scheduled]
 CTRM:

The Hon. Andrew P. Gordon

24 IT IS HEREBY STIPULATED between Joshua Teeple, Temporary Receiver
 25 (“Receiver”), plaintiff Federal Trade Commission (“FTC”), the Entity Defendants,
 26 and defendants Blair McNea, Jennifer Johnson, and Danielle Foss (collectively
 27 “Defendants”), as follows:
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RECITALS

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2 A. WHEREAS, Joshua Teeple is the appointed, qualified and acting
3 Temporary Receiver of RevMountain, LLC; RoadRunner B2C, LLC, d/b/a RevGo;
4 Wave Rock, LLC; Juniper Solutions, LLC; Jasper Woods, LLC; Wheeler Peak
5 Marketing, LLC; ROIRunner, LLC; Cherry Blitz, LLC; Flat Iron Avenue, LLC;
6 Absolutely Working, LLC; Three Lakes, LLC; Bridge Ford, LLC; How and Why,
7 LLC; Spruce River, LLC; TrimXT, LLC; Elation White, LLC; IvoryPro, LLC;
8 Doing What’s Possible, LLC; RevGuard, LLC; RevLive!, LLC; Blue Rocket
9 Brands, LLC; Convertis, LLC; Convertis Marketing, LLC; Turtle Mountains, LLC;
10 Boulder Black Diamond, LLC; Mint House, LLC; Thunder Avenue, LLC;
11 University & Folsom, LLC; Boulder Creek Internet Solutions, Inc.; Walnut Street
12 Marketing, Inc.; Snow Sale, LLC; Brand Force, LLC; Wild Farms, LLC; Salamonie
13 River, LLC; Indigo Systems, LLC; Night Watch Group, LLC; Newport Crossing,
14 LLC; Greenville Creek, LLC; Brookville Lane, LLC; Anasazi Management
15 Partners, LLC; Honey Lake, LLC; Condor Canyon, LLC; Brass Triangle, LLC;
16 Solid Ice, LLC; Sandstone Beach, LLC; Desert Gecko, LLC; Blizzardwhite, LLC;
17 Action Pro White, LLC; First Class Whitening, LLC; Spark Whitening, LLC;
18 Titanwhite, LLC; Dental Pro At Home, LLC; Smile Pro Direct, LLC; Circle of
19 Youth Skincare, LLC; DermaGlam, LLC; Sedona Beauty Secrets, LLC; Bella at
20 Home, LLC; SkinnyIQ, LLC; Body Tropical, LLC; and each of their subsidiaries,
21 affiliates, successors, and assigns (“Receivership Entities”) pursuant to the Court’s
22 July 25, 2017 order.

23 B. WHEREAS, the Receivership Entities conducted some of their
24 business operations at 7350 Eastgate Road, Suite 140, Henderson, Nevada 89011
25 (“Premises”).

26 C. WHEREAS, the Receiver immediately assumed possession and control
27 of the Premises following his appointment on July 25, 2017, and remains in
28 possession and control of the Premises.

1 D. WHEREAS, the Premises contains inventory, furniture, equipment,
2 software, computers, and other items of personal property of the Receivership
3 Entities (“Personal Property”).

4 E. WHEREAS, the Receiver has concluded that is in the best interests of
5 the receivership estate and all interested parties to vacate the Premises.

6 F. WHEREAS, the Receiver believes that the Personal Property possesses
7 value which can be sold at public auction for the benefit of all creditors of the
8 receivership estate.

9 G. WHEREAS, the Receiver proposes to employ R.L. Spear Co.
10 (“Spear”), a licensed auctioneer, to conduct a public auction and sell the Personal
11 Property at the Premises or online in order to liquidate the assets in the most
12 expeditious and cost effective manner, and to generate funds for the receivership
13 estate.

14 H. WHEREAS, the Receiver proposes to compensate Spear ten per cent
15 (10%) of the gross auction proceeds plus reimbursement of expenses.

16 I. WHEREAS, the Receiver intends to abandon the Premises following
17 the sale and removal of the Personal Property from the Premises.

18 J. WHEREAS, the Receiver intends to and will store and preserve any
19 and all business records, including electronically stored information, found at the
20 Premises or on computers or other equipment found at the Premises pending the
21 outcome of this action.

22 NOW, THEREFORE, in consideration of the foregoing, the parties agree as
23 follows:

24 1. IT IS HEREBY STIPULATED that the Receiver is authorized to
25 employ Spear as an auctioneer to sell the Personal Property of the Receivership
26 Entities located at the Premises.

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1 2. IT IS FURTHER STIPULATED that the Receiver is authorized to sell
2 the Personal Property of the Receivership Entities located at the Premises at public
3 auction.

4 3. IT IS FURTHER STIPULATED that the Receiver is authorized to
5 compensate Spear ten per cent (10%) of the gross auction proceeds plus
6 reimbursement of expenses.

7 4. IT IS FURTHER STIPULATED that the net auction proceeds shall be
8 deposited by the Receiver in a receivership estate trust account to be administered in
9 accordance with the orders of this Court.

10 5. IT IS FURTHER STIPULATED that following the sale and removal of
11 the Personal Property from the Premises the Receiver is authorized to abandon the
12 Premises.

13 6. IT IS FURTHER STIPULATED that, by executing below, the Entity
14 Defendants, and defendants McNea, Johnson and Foss do not waive or concede, nor
15 do they intend to waive or concede, any legal or equitable rights, remedies or
16 defenses they may have.

17 DATED: August 23, 2017

ERVIN COHEN & JESSUP LLP

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By: /s/ Byron Z. Moldo

20

BYRON Z. MOLDO

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Attorneys for Joshua Teeple,

22

Temporary Receiver

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24

DATED: August 23, 2017

By: /s/ Sarah Waldrop

25

SARAH WALDROP

26

MICHELLE SCHAEFER

27

Attorneys for Plaintiff Federal Trade
Commission

28

1 DATED: August 23, 2017

GREENBERG TRAURIG, LLP

2

3

By: /s/ Eric W. Swanis

4

ERIC W. SWANIS

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Attorneys for Entity Defendants and
Blair McNea

6

7 DATED: August 23, 2017

RANDAZZA LEGAL GROUP, PLLC

8

9

By: /s/ Ronald D. Green

10

RONALD D. GREEN

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Attorneys for Defendant Danielle Foss

12 DATED: August 23, 2017

HINCH NEWMAN LLP

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By: /s/ Richard Newman

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RICHARD NEWMAN

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Attorneys for Defendant Jennifer Johnson

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ORDER

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Based on the Stipulation Authorizing Joshua Teeple, Temporary Receiver,

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To: 1. Employ Auctioneer to Sell Personal Property; and 2. Vacate Henderson,

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Nevada Premises (“Stipulation”), and good cause appearing therefor,

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1. IT IS HEREBY ORDERED that the Stipulation is approved.

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2. IT IS FURTHER ORDERED that the Receiver is authorized to employ

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R.L. Spear Co. (“Spear”) as an auctioneer to sell inventory, furniture, equipment,

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software, computers and other items of personal property of the Receivership

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1 Entities (as defined in the Stipulation) (“Personal Property”) located at 7350
2 Eastgate Road, Suite 140, Henderson, Nevada 89011 (“Premises”).

3 3. IT IS FURTHER ORDERED that the Receiver is authorized to sell the
4 Personal Property of the Receivership Entities located at the Premises at public
5 auction.


6 4. IT IS FURTHER ORDERED that the Receiver is authorized to
7 compensate Spear ten per cent (10%) of the gross auction proceeds plus
8 reimbursement of expenses.

9 5. IT IS FURTHER ORDERED that the net auction proceeds shall be
10 deposited by the Receiver in a receivership estate trust account to be administered in
11 accordance with the orders of this Court.

12 6. IT IS FURTHER ORDERED that following the sale and removal of
13 the Personal Property from the Premises the Receiver is authorized to abandon the
14 Premises.

15 7. IT IS FURTHER ORDERED that by executing the Stipulation the
16 Entity Defendants, and defendants McNea, Johnson and Foss do not waive or
17 concede, nor do they intend to waive or concede, any legal or equitable rights,
18 remedies or defenses they may have.

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THE HONORABLE ANDREW P. GORDON
UNITED STATES DISTRICT JUDGE

DATED: 8/24/2017