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ERVIN COHEN & JESSUP LLP

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA, SOUTHERN DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

REVMOUNTAIN, LLC, a Nevada limited liability company, et al.,

Defendants.

Case No. 17-CV-02000-APG-GWF

STIPULATION AND ORDER AUTHORIZING JOSHUA TEEPLE, PERMANENT RECEIVER, TO:
1. VACATE LOUISVILLE, COLORADO PREMISES; AND
2. REJECT LEASE

DATE:
TIME: [No Hearing Scheduled]
CTRM:

The Hon. Andrew P. Gordon

IT IS HEREBY STIPULATED between Joshua Teeple, Permanent Receiver ("Receiver"), plaintiff Federal Trade Commission ("FTC"), defendants Blair McNea and Jennifer Johnson (collectively "Defendants"), as follows:

RECITALS

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

B. WHEREAS, on September 1, 2017, this Court entered a preliminary injunction and appointed Joshua Teeple as the Permanent Receiver of the Receivership Entities.

C. WHEREAS, the Receivership Entities conducted some of their business operations at 2011 Cherry Street, Suites 110 and 202, Louisville, Colorado ("Louisville Premises").

D. WHEREAS, the Receivership Entities also conducted some of their business operations at 6260 Lookout Road, Boulder, Colorado ("Boulder Premises").

E. WHEREAS, the Receiver immediately assumed possession and control of the Louisville Premises following his appointment on July 25, 2017, and remains in possession and control of the Louisville Premises.

F. WHEREAS, the Receivership Entities occupied the Louisville Premises pursuant to a written lease agreement, dated May 8, 2014, that commenced no later than July 1, 2014, with a term of five (5) years, two (2) months ("Lease").

G. WHEREAS, the business operations and certain related furniture and equipment of the Louisville Premises have been relocated by the Receiver to the Boulder Premises.

H. WHEREAS, the Receiver has concluded that is in the best interests of the receivership estate and all interested parties to immediately vacate the Louisville Premises, abandon in place the remaining furniture and equipment which the Receiver is informed has little inherent value, and reject the Lease.

I. WHEREAS, the Receiver intends to immediately abandon the Louisville Premises and reject the Lease.

J. WHEREAS, the Receiver intends to and will remove, store and preserve any and all business records, including electronically stored information, found at the Louisville Premises prior to vacating the Louisville Premises.

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

1. IT IS HEREBY STIPULATED that the Receiver is authorized to immediately vacate the Louisville Premises.

2. IT IS FURTHER STIPULATED that the Lease is rejected as of the date of entry of the Court's order based on this stipulation.

3. IT IS FURTHER STIPULATED that the Receiver is directed to remove, store and preserve any and all business records, including electronically stored information, found at the Louisville Premises prior to vacating the Louisville Premises.

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

DATED: September 7, 2017

ERVIN COHEN & JESSUP LLP

By:/s/ Byron Z. Moldo
BYRON Z. MOLDO
Attorneys for Joshua Teeple, Permanent Receiver

DATED: September 7, 2017

By:/s/ Sarah Waldrop
SARAH WALDROP
MICHELLE SCHAEFER
Attorneys for Plaintiff Federal Trade Commission

DATED: September 7, 2017

BERG HILL GREENLEAF RUSCITTI LLP

By:/s/ Giovanni Ruscitti
GIOVANNI RUSCITTI
Attorneys for Entity Defendants and Blair McNea

ERVIN COHEN & JESSUP LLP

DATED: September 7, 2017 RANDAZZA LEGAL GROUP, PLLC

By:/s/ Ronald D. Green
RONALD D. GREEN
Attorneys for Defendant Danielle Foss

DATED: September 7, 2017 HINCH NEWMAN LLP

By:/s/ Richard Newman
RICHARD NEWMAN
Attorneys for Defendant Jennifer Johnson

ORDER

Based on the Stipulation Authorizing Joshua Teeple, Permanent Receiver, To: 1. Vacate Louisville, Colorado Premises; and 2. Reject Lease ("Stipulation"), and good cause appearing therefor,

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

2. IT IS FURTHER ORDERED that the Receiver is authorized to immediately vacate the business premises located at 2011 Cherry Street, Suite 110 and 202, Louisville, Colorado ("Louisville Premises").

3. IT IS FURTHER ORDERED that the written lease agreement, dated May 8, 2014, that commenced no later than July 1, 2014, with a term of five (5) years, two (2) months ("Lease"), pursuant to which the Receivership Entities occupied the Louisville Premises, is rejected as of the date of entry of this order.

4. IT IS FURTHER ORDERED that the Receiver is directed to remove, store and preserve any and all business records, including electronically

stored information, found at the Louisville Premises prior to vacating the Louisville Premises.

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

DATED: September 8, 2017

ANDREW P. GORDON
United States District Judge

ERVIN COHEN & JESSUP LLP

ERVIN COHEN & JESSUP LLP

CERTIFICATE OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 9401 Wilshire Boulevard, Ninth Floor, Beverly Hills, CA 90212-2974.

On September 7, 2017, I served true copies of the following document(s) described as **STIPULATION AND ORDER AUTHORIZING JOSHUA TEEPLE, PERMANENT RECEIVER, TO: 1. VACATE LOUISVILLE, COLORADO PREMISES; AND 2. REJECT LEASE** on the interested parties in this action as follows:

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BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on September 7, 2017, at Beverly Hills, California.

/s/ Lore Pekrul
Lore Pekrul