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*Attorneys for Court-Appointed Receiver R. Wayne Klein*

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION**

<p>R. WAYNE KLEIN, as Receiver,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>LaVON H. LIVINGSTON, LYNN LIVINGSTON and JOHN DOES 1-5,</p> <p style="text-align: center;">Defendant.</p>	<p><b>COMPLAINT</b></p> <p><b>(Ancillary to Case No. 2:12-cv-00591)</b></p> <p>Civil No. _____</p>
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R. Wayne Klein, the Court-Appointed Receiver (the “Receiver” or “Plaintiff”) of National Note of Utah, LC (“National Note”), its subsidiaries and affiliates (collectively, unless otherwise stated, National Note and all subsidiaries and affiliated entities are referred to herein as “NNU”), and the assets of Wayne LaMar Palmer (“Palmer”), in the case styled as *Securities and Exchange Commission v. National Note of Utah, LC et al.*, Case No. 2:12-cv-00591 (D. Utah) (Jenkins, J.) (the “SEC Civil Enforcement Case”), hereby files this Complaint against LaVon H. Livingston (“LaVon”), Lynn Livingston (“Lynn”), and John Does 1-5 (“Defendant Does” and together with LaVon and Lynn, “Defendant”), and states, alleges and avers as follows:

### **STATEMENT OF THE CASE**

1. NNU was operated as an enterprise with all of the characteristics of a Ponzi scheme through which money was solicited from investors.<sup>1</sup> Upon information and belief, Defendant was an NNU investor who received monies from NNU, and the Receiver seeks to avoid the transfers and/or recover the value of the transfers from Defendant for the benefit of the receivership estate established in the SEC Civil Enforcement Case discussed in greater detail below. Additionally, the Receiver seeks a declaration that Defendant has no valid interest in real property of the Receivership Estate.

### **PARTIES**

2. Pursuant to an Order Appointing Receiver and Staying Litigation entered on June 25, 2012 in the SEC Civil Enforcement Case (the “Receivership Order”),<sup>2</sup> Plaintiff is the duly-appointed Receiver for National Note and Palmer “together with any and all subsidiaries and affiliated entities of National Note and Palmer. . . .”<sup>3</sup>

3. Upon information and belief, Defendant LaVon is a resident of or is domiciled in in the State of Utah.

4. Upon information and belief, Defendant Lynn is a resident of or is domiciled in in the State of Utah.

5. Upon information and belief, Defendant Does are currently unknown parties who

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<sup>1</sup> See SEC Civil Enforcement Case, Docket No. 1 (Complaint).

<sup>2</sup> SEC Civil Enforcement Case, Docket No. 9.

<sup>3</sup> *Id.* (Receivership Order, pp. 1-2).

have received monies or property from NNU, or are persons to whom LaVon or Lynn has transferred monies or property received from NNU.

### **JURISDICTION AND VENUE**

6. Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §1367.
7. The Court has personal jurisdiction over Defendant.
8. Venue is proper in this Court pursuant to 28 U.S.C. § 754.

### **FACTS**

#### **The Ponzi Scheme**

9. Since at least 1994 until the commencement of the SEC Civil Enforcement Case, NNU raised capital by soliciting investors to purchase promissory notes, which typically promised to pay interest at a rate of interest above market rates.

10. Upon information and belief, investors understood that they were investing in an enterprise that, among other things, bought and sold mortgage notes, underwrote and made loans, or bought and sold real estate assets through National Note, or one of many affiliated entities subject to the Receivership Order, all of which are referred to herein collectively as “NNU.”

11. Typically, investment funds were deposited in a commingled bank account controlled by NNU. NNU would then transfer such investor funds to another bank account (the “Investor Account”).

12. Monies on deposit in the Investor Account were commingled, and transfers to investors by NNU were made from the commingled funds on deposit in that Investor Account.

13. At all times relevant hereto, NNU was insolvent.

**Defendant's Investment and the Transfers**

14. On or about 2007, Defendant commenced investing with NNU. A history of Defendant's investment(s) is attached hereto as Exhibit A.

15. Defendant paid NNU cash in the total amount of \$100,000.00 on or about 2007 (the "Principal Cash Investment").

16. As set forth on Exhibit A, NNU transferred a total of \$106,199.83 in cash to Defendant (the "Total Transfers").

17. Of the Total Transfers, \$6,199.83 is an amount that is over and above Defendant's Principal Cash Investment (the "False Profit Transfers") (collectively, the Total Transfers and the False Profit Transfers are the "Transfers").<sup>4</sup>

**National Note's Investment Scheme**

18. National Note represented to investors that their investment in National Note would be secured by real property. National Note did not own real property sufficient to secure these investments. Accordingly, National Note devised a scheme pursuant to which National Note would purport to grant security to investors, when in truth, National Note would take investors' money and give them no security in return. National Note's scheme was as follows.

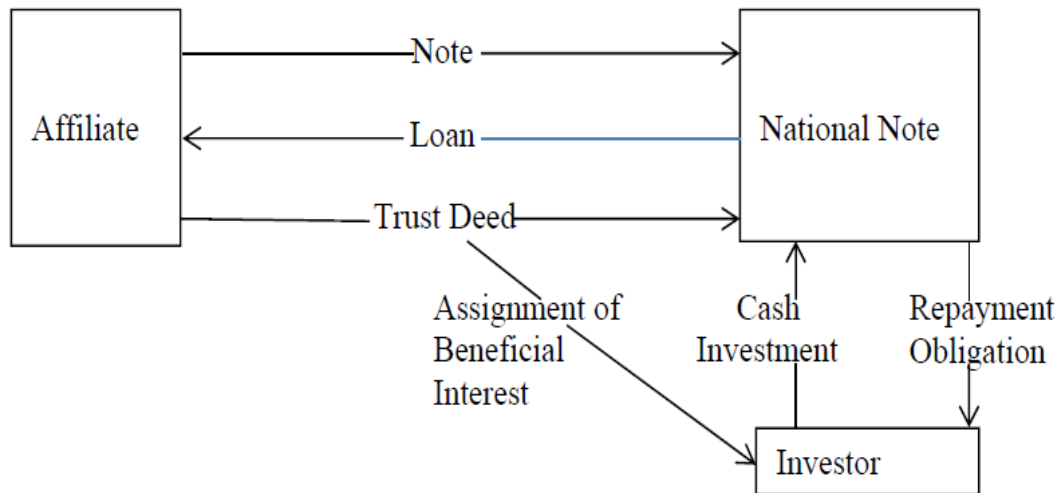
19. First, National Note would lend money to an affiliated entity (the "Affiliate"). The Affiliate would execute a promissory note, pursuant to which it agreed to repay the loan to National Note (the "Affiliate Note"). The Affiliate Note would then be secured by a Trust Deed executed by the Affiliate in favor of National Note (the "Affiliate Trust Deed").

20. National Note then solicited money from investors by promising that their

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<sup>4</sup> See Exh. A.

investment would be secured by Assignments of Beneficial Interest in Trust Deed (the “ABIs”). The ABIs purported to assign National Note’s “right, title and interest” in the Affiliate Trust Deed. National Note did not assign its interest in the Affiliate Note to the investors. The following diagram shows National Note’s scheme:



21. The investors purportedly received an assignment of National Note’s secured interest in real property. This secured interest gave National Note the right to foreclose on the underlying real property if the Affiliate defaulted on the Affiliate Note. If, however, the Affiliate never defaulted and the Affiliate Note was paid, the Affiliate Trust Deed was cancelled and the secured interest disappeared.

22. The Affiliate was not a party to any of the ABIs and there was no privity of contract between the Affiliate and the investors. Accordingly, there was no contract pursuant to which the Affiliate was obligated to pay the Affiliate Note payments to the investors instead of National Note. Moreover, the ABI did not assign National Note’s rights under the Affiliate Note

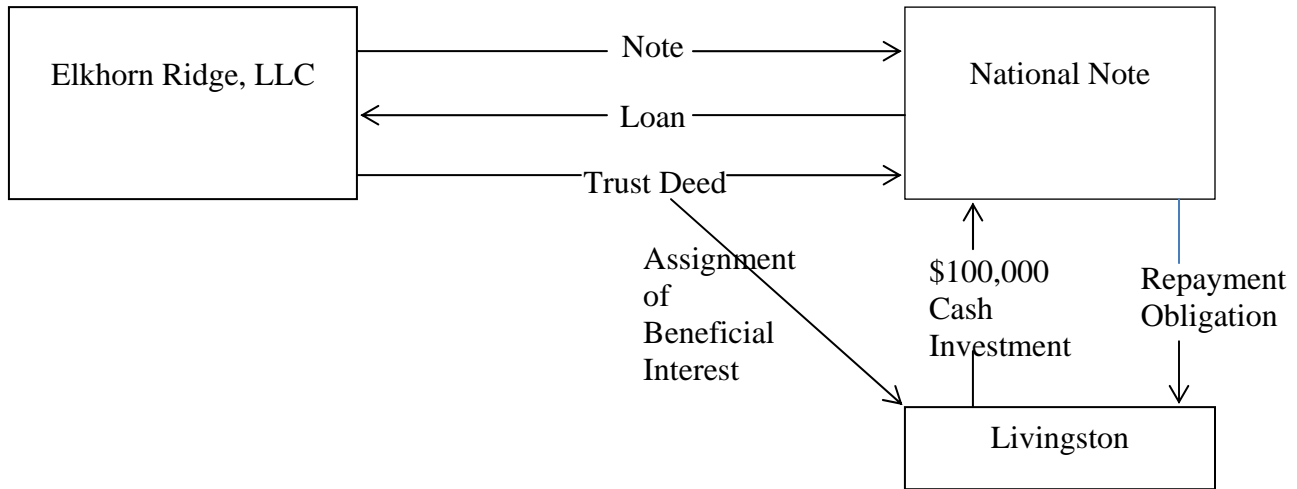
to the investors. Accordingly, the ABI did not give the Investor the right to demand payment under the Affiliate Note.

23. The end result of this scheme was that the investors received no security at all. If National Note breached its agreement with the investor, the investor had no foreclosure rights as a result of the assignment of National Note's interest in the Affiliate Deed of Trust, because the Affiliate Deed of Trust was security for the Affiliate Note, not the agreement between National Note and the investors.

**Defendant Invests \$100,000 with National Note**

24. Defendant invested \$100,000.00 with National Note. This agreement was documented in a Promissory Note, dated February 26, 2007 (the "Livingston Note").

25. Consistent with the financing scheme outlined above, the Livingston Note was not secured by a deed of trust. Instead, on March 13, 2007, National Note executed an Assignment of Beneficial Interest in Trust Deed in favor of LaVon and Lynn (the "Livingston ABI"). The Livingston ABI purported to assign National Note's interest in a Trust Deed for real property located at Expressway Business Park and Discount Mall, 1227 East Expressway Lane, Spanish Fork, Utah 84062 - specifically parcel numbers 38:377:0205, 38:377:0208, 38:377:0213 through 38:377:0222 and 38:400:0301 through 38:400:326 plus metes and bounds area ("Expressway"). This Trust Deed was executed by Expressway Business Park, LLC in favor of National Note (the "Expressway Trust Deed"). The Expressway Trust Deed was security for a \$3,977,000.00 loan between National Note and Expressway Business Park, LLC (the "Expressway Note"). National Note did not assign its beneficial interest in the Expressway Note to Defendant. The following diagram illustrates the transactions:



27. National Note did not execute a trust deed for Expressway in favor of Defendant. Moreover, Expressway Business Park, LLC is not a party to the Livingston ABI. Indeed, there is no privity of contract between Expressway Business Park, LLC and Defendant. Finally, the Livingston ABI did not assign National Note’s rights under the Expressway Note to Defendant. Accordingly, the Livingston ABI did not give Defendant the right to demand payment under the Expressway Note.

28. All that Defendant purported to receive through the Livingston ABI was an assignment of National Note’s security interest in the Expressway Trust Deed. National Note’s security interest merely gave National Note the right to foreclose on Expressway if Expressway Business Park, LLC defaulted on the Expressway Note. If, however, Expressway Business Park, LLC never defaulted and the Expressway Note was paid, the Expressway Trust Deed was

cancelled and the secured interest disappeared, regardless of whether National Note honored the Livingston Note.

29. Conversely, the Livingston ABI gave Defendant no right to foreclose on Expressway, had National Note defaulted on the Livingston Note. This is because the Expressway Trust Deed did not secure the Livingston Note. Accordingly, as a matter of law and fact, the Livingston ABI gave no security to Defendant. The Livingston Note was nothing more than an unsecured note.

### **The SEC Civil Case and the Receiver's Appointment**

30. On June 25, 2012, the SEC Civil Enforcement Case was filed, alleging that NNU is a Ponzi scheme, and seeking, among other things, orders (a) restraining and enjoining NNU and Palmer from continuing to violate federal securities laws, (b) freezing assets and prohibiting NNU from transferring, changing, wasting, dissipating, converting, concealing, or otherwise disposing of assets, (c) prohibiting NNU from destroying, mutilating, concealing, transferring, altering, or otherwise disposing of NNU's books and records, (d) imposing civil money penalties against NNU and Palmer, and (e) requiring the disgorgement by NNU and Palmer of all ill-gotten gains received by them pursuant to the scheme.<sup>5</sup>

31. Also on June 25, 2012, as a result of the filing of the SEC Civil Enforcement Action, the Court entered a Temporary Restraining Order and Order to Show Cause against the defendants<sup>6</sup> and the Receivership Order appointing the Receiver.<sup>7</sup> Since that time, both National

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<sup>5</sup> SEC Civil Enforcement Case, Docket No. 1 (Complaint).

<sup>6</sup> *Id.*, Docket No. 7.

<sup>7</sup> *Id.*, Docket No. 9.



Note and Palmer have stipulated to a Preliminary Injunction Order that prohibits National Note and Palmer from committing any further acts in furtherance of the Ponzi scheme and that prohibits National Note and Palmer from withdrawing, transferring, selling, buying, pledging, encumbering, assigning, dissipating, concealing, or otherwise disposing of any of their assets.<sup>8</sup>

32. On or about May 21, 2013, the Court entered an Order authorizing the Receiver to commence legal proceedings for the benefit of and on behalf of the receivership estate.<sup>9</sup>

**FIRST CLAIM FOR RELIEF**

*(Avoidance of Fraudulent Transfers Under Utah Code Ann. §§ 25-6-5(1)(a) and 25-6-8)*

33. The Receiver re-alleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

34. NNU was engaged in an enterprise with all of the characteristics of a Ponzi scheme.

35. NNU made the Transfers to Defendant in furtherance of the Ponzi scheme.

36. At all relevant times hereto, NNU had at least one creditor.

37. The Transfers were made and any obligations to Defendant incurred with actual intent to hinder, delay or defraud a creditor of NNU.

38. Pursuant to Utah Code Ann. §§ 25-6-5(1)(a) and 25-6-8, the Receiver may avoid and recover the Transfers to Defendant.

39. Alternatively, to the extent that Defendant took in good faith and for a reasonably equivalent value, the Receiver may avoid and recover the False Profit Transfers from Defendant.

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<sup>8</sup> *Id.*, Docket Nos. 45 and 46.

<sup>9</sup> *Id.*, Docket No. 315.

**SECOND CLAIM FOR RELIEF**

*(Avoidance of Fraudulent Transfers Under Utah Code Ann. §§ 25-6-5(1)(b) and 25-6-8)*

40. The Receiver re-alleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

41. NNU was engaged in an enterprise that has all of the characteristics of a Ponzi scheme.

42. NNU made the Transfers to Defendant in furtherance of the Ponzi scheme.

43. At all relevant times hereto, NNU had at least one creditor.

44. The Transfers were made or the obligations to Defendant were incurred by NNU without receiving a reasonably equivalent value in exchange for the Transfers or obligations.

45. At the time the Transfers were made, NNU (a) was engaged or was about to be engaged in a business or transaction for which the remaining assets of NNU were unreasonably small in relation to the business or transaction; or (b) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as such debts became due.

46. Pursuant to Utah Code Ann. §§ 25-6-5(1)(b) and 25-6-8, the Receiver may avoid and recover the Transfers to Defendant.

47. Alternatively, to the extent that Defendant took in good faith and for a reasonably equivalent value, the Receiver may avoid and recover the False Profit Transfers from Defendant.

**THIRD CLAIM FOR RELIEF**

*(Avoidance of Fraudulent Transfers Under Utah Code Ann. §§ 25-6-6(1) and 25-6-8)*

48. The Receiver re-alleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

49. NNU was engaged in a Ponzi scheme.

50. NNU made the Transfers to Defendant in furtherance of the Ponzi scheme

51. NNU had at least one creditor at the time that the Transfers were made or the obligation to Defendant was incurred.

52. The Transfers were made or the obligation to Defendant was incurred by NNU without NNU receiving a reasonably equivalent value in exchange for the Transfer or obligation.

53. NNU was insolvent at the time the Transfers were made or the obligation was incurred, or became insolvent as a result of the Transfers or the obligation incurred.

54. Pursuant to Utah Code Ann. §§ 25-6-6(1) and 25-6-8, the Receiver may avoid and recover the Transfers to Defendant.

55. Alternatively, to the extent that Defendant took in good faith and for a reasonably equivalent value, the Receiver may avoid and recover the False Profit Transfers from Defendant.

**FOURTH CLAIM FOR RELIEF**  
*(Constructive Trust)*

56. The Receiver re-alleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

57. The Transfers to Defendant were comprised of property of NNU and were made by NNU in furtherance of the Ponzi scheme.

58. Allowing Defendant to retain the Transfers would unjustly enrich Defendant and would be inequitable.

59. The Transfers can be traced to wrongful behavior.

60. An injustice would result if Defendant was allowed to keep the Transfers.

61. A constructive trust for the benefit of the receivership estate must be imposed for the benefit of the receivership estate in the amount of the Transfers made by NNU to Defendant, or in the alternative if Defendant acted in good faith, for the False Profit Transfers.

**FIFTH CLAIM FOR RELIEF**  
*(Unjust Enrichment)*

62. The Receiver re-alleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

63. The Transfers to Defendant were comprised of property of NNU and were made by NNU in furtherance of the Ponzi scheme.

64. The Transfers conferred a benefit upon Defendant.

65. The Defendant knowingly benefitted from the Transfers.

66. Allowing Defendant to retain the Transfers would unjustly enrich Defendant and would be inequitable.

67. Absent return of the Transfers, the receivership estate will be damaged by Defendant's unjust enrichment and may have no adequate remedy at law.

68. Defendant must disgorge the amount of the Transfers, or if Defendant acted in good faith, the False Profit Transfers, for the benefit of the receivership estate.

**SIXTH CLAIM FOR RELIEF**  
*(Disgorgement)*

69. The Receiver re-alleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

70. The Transfers were made as part of and in furtherance of a Ponzi scheme.

71. The Transfers were ill-gotten by Defendant.

72. Defendant has no claim to the Transfers made by NNU, or derivatively, from NNU's investors.

73. All Transfers made to Defendant, or if Defendant acted in good faith, the False Profit Transfers, should be disgorged to the Receiver for the benefit of the receivership estate.

**SEVENTH CLAIM FOR RELIEF**  
*(Declaratory Judgment)*

74. The Receiver incorporates by reference herein all previous paragraphs of this Complaint.

75. An actual controversy has arisen between the Receiver and Defendant regarding the enforceability of the Livingston ABI.

76. The Receiver is entitled to a declaratory judgment that:

- a. The Livingston ABI is invalid and never gave Defendant any security for its \$100,000.00 investment with National Note.

77. A judicial declaration is necessary and appropriate at this time under the circumstances in order that the respective rights and duties of the parties may be determined.

**PRAYER FOR RELIEF**

WHEREFORE, the Receiver prays for Judgment against Defendant as follows:

A. Pursuant to the Receiver's First Claim for Relief, judgment against Defendant avoiding the Transfers under Utah Code Ann. §§ 25-6-5(a)(1) and 25-6-8, and permitting Plaintiff's recovery of the value of the Transfers in the total amount of \$106,199.83, or alternatively, the amount of the False Profit Transfers, in the total amount of \$6,199.83.

B. Pursuant to the Receiver's Second Claim for Relief, judgment against Defendant

avoiding the Transfers under Utah Code Ann. §§ 25-6-5(a)(2) and 25-6-8, and permitting Plaintiff's recovery of the value of the Transfers in the total amount of \$106,199.83, or alternatively, the amount of the False Profit Transfers, in the total amount of \$6,199.83.

C. Pursuant to the Receiver's Third Claim for Relief, judgment against Defendant avoiding the Transfers under Utah Code Ann. §§ 25-6-6(1) and 25-6-8, and permitting Plaintiff's recovery of the value of the Transfers in the total amount of \$106,199.83, or alternatively, the amount of the False Profit Transfers, in the total amount of \$6,199.83.

D. Pursuant to the Receiver's Fourth Claim for Relief, judgment against Defendant imposing a constructive trust for the benefit of the receivership estate on any and all Transfers, or alternatively, all False Profit Transfers.

E. Pursuant to the Receiver's Fifth Claim for Relief, judgment against Defendant for unjust enrichment, and requiring Defendant to disgorge the Transfers in the total amount of \$106,199.83, or alternatively, the amount of the False Profit Transfers, in the total amount of \$6,199.83.

F. Pursuant to the Receiver's Sixth Claim for Relief, entry of an Order requiring Defendant to disgorge the Transfers in the total amount of \$106,199.83, or alternatively, the amount of the False Profit Transfers, in the total amount of \$6,199.83.

G. Pursuant to the Receiver's Seventh Claim for Relief, entry of an Order and Judgment declaring that:

- a. The Livingston ABI is invalid and never gave Livingston any security for its \$100,000.00 loan to National Note.

H. Judgment for pre-judgment interest, costs, and fees, including reasonable attorney's fees, as may be allowed by law.

I. For such other and further relief as the Court deems just and proper.

DATED this 18<sup>th</sup> day of June, 2013.

**DORSEY & WHITNEY LLP**

*/s/ Peggy Hunt*

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Peggy Hunt

Chris Martinez

Jeffrey M. Armington

*Attorneys for Receiver*

# EXHIBIT A



**National Note of Utah, LC**  
 1549 West 7800 South  
 West Jordan, UT 84088  
 801-566-7337 Julie@nationalnote.com

**Investment Pay History**

Reference

Livingston LL07-0226-PY NNU  
 Printed 02/12/13 Period of 01/01/90 - 12/31/12

Internal report: Do not mail to this address!

Livingston, LaVon H.  
 759 North Catherine Street  
 Salt Lake City, UT 84116

Additional information

LaVon Livingston # 513  
 Lynn Livingston

Regular pmt:	500.00	Int rate:	12.000	12.000	Acct closed:	09/01/07	Orig bal:	0.00
Escrow pmt:	0.00	Int calc:		Fixed			Orig date:	02/26/07
Service fee:	0.00	Pmt type:	1099 T USRule	365 M			Maturity:	03/01/12
Total pmt:	500.00	NSF fee:		25.00				
		Reminder:		03/01/12				
MATURITY DATE								

Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	Payment/Balance		
							Escrow	Late	Svc
02/26/07		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02/26/07	P	-100000.00	-100000.00	0.00	0.00	100000.00	0.00	0.00	0.00
			3881						
04/01/07	04/01/07 R	500.00	0.00	500.00	0.00	100000.00	0.00	0.00	0.00
			22016	617.81 AI					
04/01/07	P	617.81	0.00	617.81	0.00	100000.00	0.00	0.00	0.00
			22017						
04/01/07	P	-617.81	-617.81	0.00	0.00	100617.81	0.00	0.00	0.00
			ADD2PRIN						
05/01/07	05/01/07 R	500.00	0.00	500.00	0.00	100617.81	0.00	0.00	0.00
			22485	506.18 AI					
05/01/07	P	506.18	0.00	506.18	0.00	100617.81	0.00	0.00	0.00
			22486						
05/01/07	P	-506.18	-506.18	0.00	0.00	101123.99	0.00	0.00	0.00
			ADD2PRIN						
06/01/07	06/01/07 R	500.00	0.00	500.00	0.00	101123.99	0.00	0.00	0.00
			22957	511.24 AI					
06/01/07	P	511.24	0.00	511.24	0.00	101123.99	0.00	0.00	0.00
			ADD2PRIN						
06/01/07	P	-511.24	-511.24	0.00	0.00	101635.23	0.00	0.00	0.00
			ADD2PRIN						
07/01/07	07/01/07 R	500.00	0.00	500.00	0.00	101635.23	0.00	0.00	0.00
			23431	516.35 AI					
07/01/07	P	516.35	0.00	516.35	0.00	101635.23	0.00	0.00	0.00
			23432						
07/01/07	P	-516.35	-516.35	0.00	0.00	102151.58	0.00	0.00	0.00
			ADD2PRIN						
08/01/07	08/01/07 R	500.00	0.00	500.00	0.00	102151.58	0.00	0.00	0.00
			23912	521.52 AI					
08/01/07	P	521.52	0.00	521.52	0.00	102151.58	0.00	0.00	0.00
			23913						
08/01/07	P	-521.52	-521.52	0.00	0.00	102673.10	0.00	0.00	0.00
			ADD2PRIN						
09/01/07	09/01/07 R	1026.73	0.00	500.00	0.00	102673.10	0.00	0.00	0.00
			24395	526.73 AI					

**National Note of Utah, LC**  
 1549 West 7800 South  
 West Jordan, UT 84088  
 801-566-7337 Julie@nationalnote.com

**Investment Pay History**

Reference

Livingston LL07-0226-PY NNU Page 2  
 Printed 02/12/13 Period of 01/01/90 - 12/31/12

Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	Payment/Balance		
							Escrow	Late	Svc
09/01/07	P	0.00	0.00 24395	526.73	0.00	102673.10	0.00	0.00	0.00
09/01/07	P	-1026.73	-1026.73 ADD2PRIN	0.00	0.00	103699.83	0.00	0.00	0.00
09/01/07	P	34566.61	34566.61 2LYNN	0.00	0.00	69133.22	0.00	0.00	0.00
09/01/07	P	34566.61	34566.61 2SHARON	0.00	0.00	34566.61	0.00	0.00	0.00
09/01/07	Y	34566.61	34566.61 2SHARON	0.00	0.00	0.00	0.00	0.00	0.00
<b>Annual Total:</b>		<b>109899.66</b>	<b>0.00</b>	<b>6199.83</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Escrow Paid Out:</b>							<b>0.00</b>		
<b>Report Total:</b>		<b>109899.66</b>	<b>0.00</b>	<b>6199.83</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Escrow Paid Out:</b>							<b>0.00</b>		
<b>Balances:</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Taxable: 6199.83

# EXHIBIT B

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b> R. Wayne Klein, as Receiver</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Salt Lake</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Peggy Hunt Dorsey &amp; Whitney, LLP 136 South Main Street #1000, SLC, UT 84101; 801-933-7360</p>	<p><b>DEFENDANTS</b> LaVon H. Livingston, Lynn Livingston and John Does 1-5,</p> <p>County of Residence of First Listed Defendant <u>Salt Lake</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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**II. BASIS OF JURISDICTION** *(Place an "X" in One Box Only)*

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i>
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>

**III. CITIZENSHIP OF PRINCIPAL PARTIES** *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** *(Place an "X" in One Box Only)*

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District <i>(specify)</i>	<input type="checkbox"/> 6 Multidistrict Litigation
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**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:  
28 U.S.C. § 754

Brief description of cause:  
Recovery of the value of transfers from Defendant for the benefit of the receivership estate.

**VII. REQUESTED IN COMPLAINT:**

<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.	<b>DEMAND \$</b> 106,199.83	<b>CHECK YES only if demanded in complaint:</b> <b>JURY DEMAND:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**VIII. RELATED CASE(S) IF ANY** *(See instructions):* JUDGE Jenkins DOCKET NUMBER 2:12-cv-00591

DATE 06/17/13 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
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