

Peggy Hunt (Utah State Bar No. 6060)
Chris Martinez (Utah State Bar No. 11152)
Jeffrey M. Armington (Utah State Bar No. 14050)
DORSEY & WHITNEY LLP
136 South Main Street, Suite 1000
Salt Lake City, UT 84101-1685
Telephone: (801) 933-7360
Facsimile: (801) 933-7373
Email: hunt.peggy@dorsey.com
martinez.chris@dorsey.com
armington.jeff@dorsey.com

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>106th SOUTHTOWNE HOTEL MANAGEMENT, L.C. f/k/a 106th SOUTHTOWNE HOTEL, LLC, a Utah limited liability company, and JOHN DOES NOS. 1-5,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">COMPLAINT</p> <p style="text-align: center;">(Ancillary to Case No. 2:12-cv-00591)</p> <p style="text-align: center;">Civil No. _____</p>
--	--

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 106th

Southtowne Hotel Management, L.C. f/k/a 106th Southtowne Hotel, LLC (“Southtowne”) and John Does Nos. 1-5 (“Defendant Does”) (collectively, “Defendants”) 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.¹ Upon information and belief, Southtowne obtained funds from NNU, and has not returned those funds to NNU. The Receiver seeks to recover those funds for the benefit of the receivership estate established in the SEC Civil Enforcement Case discussed in greater detail below.

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”),² 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. . . .”³

3. Upon information and belief, Southtowne is a Utah limited liability company with its principal place of business in Utah.

4. Upon information and belief, Defendant Does are currently unknown parties who received loan proceeds from NNU, or are persons to whom Southtowne has transferred monies

¹ See SEC Civil Enforcement Case, Docket No. 1 (Complaint).

² SEC Civil Enforcement Case, Docket No. 9.

³ *Id.* (Receivership Order, pp. 1-2).

received from NNU.

JURISDICTION AND VENUE

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

FACTS

The Ponzi Scheme

8. 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.

9. 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.”

10. 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”).

11. 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.

12. NNU paid monies to persons for bringing investors to NNU.

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

The Amounts Transferred to Southtowne

14. In 2006, NNU transferred \$103,061.20 to Southtowne (the “Transfers”).

15. On information and belief, NNU received nothing in return for the Transfers.

Instead, the Transfers were made by NNU on behalf of a third-party (the “Third-Party”) to service an obligation or debt owed by that third-party.

16. Southtowne has not repaid the Transfers to NNU.

17. Southtowne issued a promissory note to the Third-Party (the “Note”). Pursuant to the Note, Southtowne agreed to repay the Transfers, plus an additional \$10,000.00, with interest.

18. The Third-Party assigned the Note to NNU (the “Assignment”).

19. Southtowne made payments to NNU pursuant to the Note and the Assignment totaling \$36,035.22. However, Southtowne has not made any payments since 2009 and is in default under the Note. The balance, with interest, owing on the Note as of June 29, 2009 is \$93,691.20. On information and belief, the balance, within interest, owing on the Note currently equals at least \$130,174.40 (the “Note Balance”).

The SEC Civil Case and the Receiver’s Appointment

20. 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.⁴

21. 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 defendants⁵ and the Receivership Order appointing the Receiver.⁶ Since that time, both National 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.⁷

22. 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.⁸

FIRST CLAIM FOR RELIEF
(Breach of Contract)

23. The Receiver realleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

24. On information and belief, the Note is a legally binding contract, pursuant to which Southtowne agreed to repay the amount that NNU loaned to Southtowne.

⁴ SEC Civil Enforcement Case, Docket No. 1 (Complaint).

⁵ *Id.*, Docket No. 7.

⁶ *Id.*, Docket No. 9.

⁷ *Id.*, Docket Nos. 45 and 46.

⁸ *Id.*, Docket No. 315 .

25. On information and belief, the Note was validly assigned to NNU.

26. Southtowne has breached the Note by failing to repay the Transfers, plus interest.

27. Southtowne's breach of the contract has damaged NNU. Specifically, Southtowne has failed to repay the Loan Balance it owes to NNU. In total, with interest and principal, Southtowne owes at least \$130,174.40 to NNU.

28. NNU is entitled to a judgment in the amount of at least \$130,174.40 caused by Southtowne's breach of contract, plus applicable pre-judgment and post-judgment interest.

SECOND CLAIM FOR RELIEF

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

29. The Receiver realleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

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

31. NNU made the Transfers to Southtowne in furtherance of the Ponzi scheme.

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

33. The Transfers were paid and any obligations to Southtowne incurred with actual intent to hinder, delay or defraud a creditor of NNU.

34. Pursuant to Utah Code Ann. §§ 25-6-5(1)(a) and 25-6-8, the Receiver may avoid and recover the Transfers paid to Southtowne or, in the event such Transfers were transferred, from the Defendant Does.

THIRD CLAIM FOR RELIEF

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

35. The Receiver realleges and incorporates herein by reference each of the preceding

allegations as if set forth completely herein.

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

37. NNU paid the Transfers to Southtowne in furtherance of the Ponzi scheme.

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

39. The Transfers were paid or the obligations to Southtowne were incurred by NNU without receiving a reasonably equivalent value in exchange for the Transfers or obligations.

40. At the time the Transfers were paid, 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.

41. Pursuant to Utah Code Ann. §§ 25-6-5(1)(b) and 25-6-8, the Receiver may avoid and recover the Transfers paid to Southtowne or, in the event such Transfers were transferred, from the Defendant Does.

FOURTH CLAIM FOR RELIEF

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

42. The Receiver realleges and incorporates herein by reference each of the preceding allegations as if set forth completely herein.

43. NNU was engaged in a Ponzi scheme.

44. NNU paid the Transfers to Southtowne in furtherance of the Ponzi scheme.

45. NNU had at least one creditor at the time that the Transfers were made or the

obligation to Southtowne was incurred.

46. The Transfers were paid or the obligation to Southtowne was incurred by NNU without NNU receiving a reasonably equivalent value in exchange for the Transfers or obligation.

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

48. Pursuant to Utah Code Ann. §§ 25-6-6(1) and 25-6-8, the Receiver may avoid and recover the Transfers to Southtowne or, in the event such Transfers were transferred, from the Defendant Does.

FIFTH CLAIM FOR RELIEF

(Constructive Trust)

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

50. The Transfers paid were comprised of property of NNU and were made by NNU in furtherance of the Ponzi scheme.

51. Allowing Defendants to retain the Transfers would unjustly enrich Defendants and would be inequitable.

52. The Transfers can be traced to wrongful behavior.

53. An injustice would result if Defendants were allowed to keep the Transfers.

54. 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 paid by NNU to Defendants.

SIXTH CLAIM FOR RELIEF

(Unjust Enrichment)

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

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

57. The Transfers conferred a benefit upon Defendants.

58. The Defendants knowingly benefitted from the Transfers.

59. Allowing Defendants to retain the Transfers would unjustly enrich Defendants and would be inequitable.

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

61. Defendants must disgorge the amount of the Transfers.

SEVENTH CLAIM FOR RELIEF

(Disgorgement)

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

63. The Transfers were paid as part of and in furtherance of a Ponzi scheme.

64. The Transfers were ill-gotten by Defendants.

65. Defendants have no claim to the Transfers paid by NNU, or derivatively, from NNU's investors.

66. The Transfers should be disgorged to the Receiver for the benefit of the receivership estate.

PRAYER FOR RELIEF

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

A. Pursuant to the Receiver's First Claim for Relief, judgment against Defendants and in favor of Plaintiff in the total amount of the Unpaid Balance, which is at least \$130,174.40.

B. Pursuant to the Receiver's Second Claim for Relief, judgment against Defendants 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 \$103,061.20.

C. Pursuant to the Receiver's Third Claim for Relief, judgment against Defendants 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 \$103,061.20.

D. Pursuant to the Receiver's Fourth Claim for Relief, judgment against Defendants 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 \$103,061.20.

E. Pursuant to the Receiver's Fifth Claim for Relief, judgment against Defendants imposing a constructive trust for the benefit of the receivership estate on any and all Transfers.

F. Pursuant to the Receiver's Sixth Claim for Relief, judgment against Defendants for unjust enrichment, and requiring Defendants to disgorge the Transfers in the total amount of \$103,061.20.

G. Pursuant to the Receiver's Seventh Claim for Relief, entry of an Order requiring Defendants to disgorge the Transfers in the total amount of \$103,061.20.

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 24th day of June, 2013.

DORSEY & WHITNEY LLP

/s/ Peggy Hunt

Peggy Hunt

Chris Martinez

Jeffrey M. Armington

Attorneys for Receiver

Payment History

Reference

06-1018SH-RC
 Printed: 06/11/13 Period: 01/01/90 - 12/31/12

Additional information

Regular pmt:	1385.97	Int rate:	8.250	Rem pmts:	29	Orig bal:	113000.00
Escrow pmt :	0.00	Int calc:	Fixed	Per diem:	21.18	Orig date:	11/01/06
Service fee:	0.00	Pmt type:	USRule 365 M	Next due:	07/01/09	Maturity:	11/01/11
Total pmt:	1385.97	NSF fee:	25.00	Arrears:	42227.83		
Ord/Day/LFee: 1/15	69.30	Reminder:	11/01/11				
Total if late:	1455.27						

Pay Date	Due/Type	Amount	Applied/Ref	Interest	Principal	Balance	Escrow	Payment/Late	Balance Svc
11/01/06		0.00	0.00	0.00	0.00	113000.00	0.00	0.00	0.00
12/01/06	12/01/06 R	1385.97	1385.97 TO JIM	776.88	609.09	112390.91	0.00	0.00	0.00
Annual Total:		1385.97		776.88	609.09		0.00	0.00	0.00
Escrow Paid Out:							0.00		
01/01/07	01/01/07 R	1385.97	1385.97 TO JIM	772.69	613.28	111777.63	0.00	0.00	0.00
02/01/07	02/01/07 R	1385.97	1385.97 TO JIM	768.47	617.50	111160.13	0.00	0.00	0.00
03/01/07	03/01/07 R	1385.97	1385.97 TO JIM	764.23	621.74	110538.39	0.00	0.00	0.00
04/01/07	04/01/07 R	1385.97	1385.97 TO JIM	759.95	626.02	109912.37	0.00	0.00	0.00
05/01/07	05/01/07 R	1385.97	1385.97 TO JIM	755.65	630.32	109282.05	0.00	0.00	0.00
06/21/07	06/01/07 R	1385.97	1385.97 15456	751.31	565.36	108716.69	0.00	69.30	0.00
07/16/07	07/01/07 R	1385.97	1385.97 15464	747.43	638.54	108078.15	0.00	0.00	0.00
08/22/07	08/01/07 R	1385.97	1385.97 15472	743.04	573.63	107504.52	0.00	69.30	0.00
09/20/07	09/01/07 R	1385.97	1385.97 15477	739.09	577.58	106926.94	0.00	69.30	0.00
10/17/07	10/01/07 R	1385.97	1385.97 15483	735.12	581.55	106345.39	0.00	69.30	0.00
11/20/07	11/01/07 R	1385.97	1385.97 15491	731.12	585.55	105759.84	0.00	69.30	0.00
12/20/07	12/01/07 R	1385.97	1385.97 15498	727.10	589.57	105170.27	0.00	69.30	0.00
Annual Total:		15631.64		8995.20	7220.64		0.00	415.80	0.00
Escrow Paid Out:							0.00		
01/18/08	01/01/08 R	1385.97	1385.97 15504	723.05	593.62	104576.65	0.00	69.30	0.00

Payment History

Reference

06-1018SH-RC Page 2
 Printed: 06/11/13 Period: 01/01/90 - 12/31/12

Pay Date	Due/Type	Amount	Applied/Ref	Interest	Principal	Balance	Payment/Balance		
							Escrow	Late	Svc
02/22/08	02/01/08 R	1385.97	1385.97 15516	718.96	597.71	103978.94	0.00	69.30	0.00
03/24/08	03/01/08 R	1385.97	1385.97 15520	714.86	601.81	103377.13	0.00	69.30	0.00
04/23/08	04/01/08 R	1385.97	1385.97 15526	710.72	605.95	102771.18	0.00	69.30	0.00
05/23/08	05/01/08 R	1385.97	1385.97 15534	706.55	610.12	102161.06	0.00	69.30	0.00
06/20/08	06/01/08 R	1385.97	1385.97 15539	702.36	614.31	101546.75	0.00	69.30	0.00
07/29/08	07/01/08 R	1385.97	1385.97 15546	698.13	618.54	100928.21	0.00	69.30	0.00
08/19/08	08/01/08 R	1385.97	1385.97 15551	693.88	622.79	100305.42	0.00	69.30	0.00
09/17/08	09/01/08 R	1385.97	1385.97 15556	689.60	627.07	99678.35	0.00	69.30	0.00
09/17/08	F	-1385.97	-1385.97 15556	-689.60	-627.07	100305.42	0.00	-69.30	0.00
09/17/08	S	-25.00	-25.00 NSF fee	0.00	0.00	100305.42	0.00	0.00	-25.00
10/11/08	r	1385.97	1385.97 15559	689.60	627.07	99678.35	0.00	69.30	0.00
10/11/08	09/01/08 R	1385.97	69.30 15560	0.00	69.30	99609.05	0.00	0.00	0.00
10/11/08	10/01/08 R	0.00	1316.67 15560	684.81	631.86	98977.19	0.00	0.00	0.00
11/17/08	11/01/08 R	1385.97	1385.97 15565	680.47	636.20	98340.99	0.00	69.30	0.00
12/16/08	12/01/08 R	1385.97	1385.97 15571	676.09	709.88	97631.11	0.00	0.00	0.00
Annual Total:		16631.64		8399.48	7539.16		0.00	693.00	0.00
Escrow Paid Out:							0.00		
01/24/09	01/01/09 R	1385.97	1385.97 15575	671.21	645.46	96985.65	0.00	69.30	0.00
02/24/09	02/01/09 R	1385.97	1385.97 15579	666.78	649.89	96335.76	0.00	69.30	0.00
03/21/09	03/01/09 R	1385.97	1385.97 15584	662.31	654.36	95681.40	0.00	69.30	0.00
04/22/09	04/01/09 R	1385.97	1385.97 15590	657.81	658.86	95022.54	0.00	69.30	0.00
05/22/09	05/01/09 R	1385.97	1385.97 15595	653.28	663.39	94359.15	0.00	69.30	0.00
06/29/09	06/01/09 R	1385.97	1385.97 15600	648.72	667.95	93691.20	0.00	69.30	0.00
Annual Total:		8315.82		3960.11	3939.91		0.00	415.80	0.00
Escrow Paid Out:							0.00		

Payment History

Reference

06-1018SH-RC

Page 3

Printed: 06/11/13

Period: 01/01/90 - 12/31/12

Pay Date	Due/Type	Amount	Applied/Ref	Interest	Principal	Balance	Escrow	Payment/Balance Late	Svc
Report Total:		42965.07		22131.67	19308.80		0.00	1524.60	0.00
Escrow Paid Out:							0.00		
Balances:						93691.20	0.00	0.00	25.00

Payment types: R: Regular; P: Part pmt; P: Principal; L: Late; S: Service; E, T, I: Escrow, Tax, Ins; F: Returned chk or reversal; J: Adjustment; AI: Accrued Interest
 Financial counseling is available at www.HUD.gov. Choose Resources, then HUD Approved Housing Counseling Agencies.

Note: Next payment is due. Update account before issuing payoff figures.

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>I. (a) PLAINTIFFS R. Wayne Klein, as Receiver</p> <p>(b) County of Residence of First Listed Plaintiff <u>Salt Lake</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Peggy Hunt Dorsey & Whitney, LLP 136 South Main Street #1000, SLC, UT 84101; 801-933-7360</p>	<p>DEFENDANTS 106th SOUTHTOWNE HOTEL MANAGEMENT, L.C. f/k/a 106th SOUTHTOWNE HOTEL, LLC, a Utah limited liability company, and JOHN DOES NOS. 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 (If Known)</p>
---	--

<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:47%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	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
	PTF	DEF		PTF	DEF																				
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	PERSONAL INJURY <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	PERSONAL INJURY <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 PERSONAL PROPERTY <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	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			LABOR	PROPERTY RIGHTS
			<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	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
				SOCIAL SECURITY
				<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))
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		FEDERAL TAX SUITS
<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	Habeas Corpus: <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 Other: <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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<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

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

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation

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:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 130,061.20 CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE Jenkins DOCKET NUMBER 2:12-cv-00591

DATE 6/24/2013 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____