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

<p>R. WAYNE KLEIN, as Receiver,</p> <p>Plaintiff,</p> <p>v.</p> <p>DAN AINSWORTH and JOHN DOES NOS. 1-5,</p> <p>Defendant.</p>	<p>COMPLAINT</p> <p>(Ancillary to Case No. 2:12-cv-00591)</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 Dan Ainsworth (“Ainsworth”) and John Does Nos. 1-5 (“Defendant Does”) (collectively, “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.¹ Upon information and belief, Defendant received money from NNU, without giving any value for the transferred money, and has failed to repay that money. The Receiver seeks to recover the amount owed by the 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”),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, Defendant Ainsworth is a resident of or is domiciled in in the State of Utah.

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

JURISDICTION AND VENUE

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).

5. Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §1367.
6. The Court has personal jurisdiction over Defendant.
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. At all times relevant hereto, NNU was insolvent.

13. Upon information and belief Ainsworth was the chief accountant for NNU and from December 31, 2010 through June 25, 2012, Ainsworth was the only accountant at NNU.

14. Ainsworth was also an investor in NNU and received an ABI (as defined below).

15. Defendant was an insider of NNU.

Amounts Transferred to Defendant

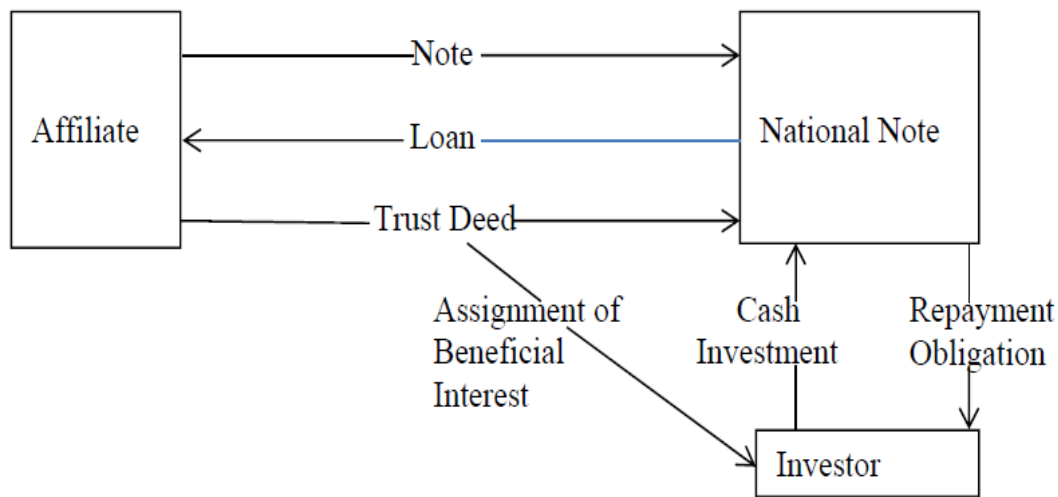
16. Defendant received \$279,090.93 from NNI (the “Transfers”).
17. Defendant was an insider of NNU.
18. Defendant has not repaid the Transfers to NNU.
19. In total, Defendant owes NNU \$279,090.93.

National Note’s Investment Scheme

20. 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.

21. 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”).

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



23. 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.

24. 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.

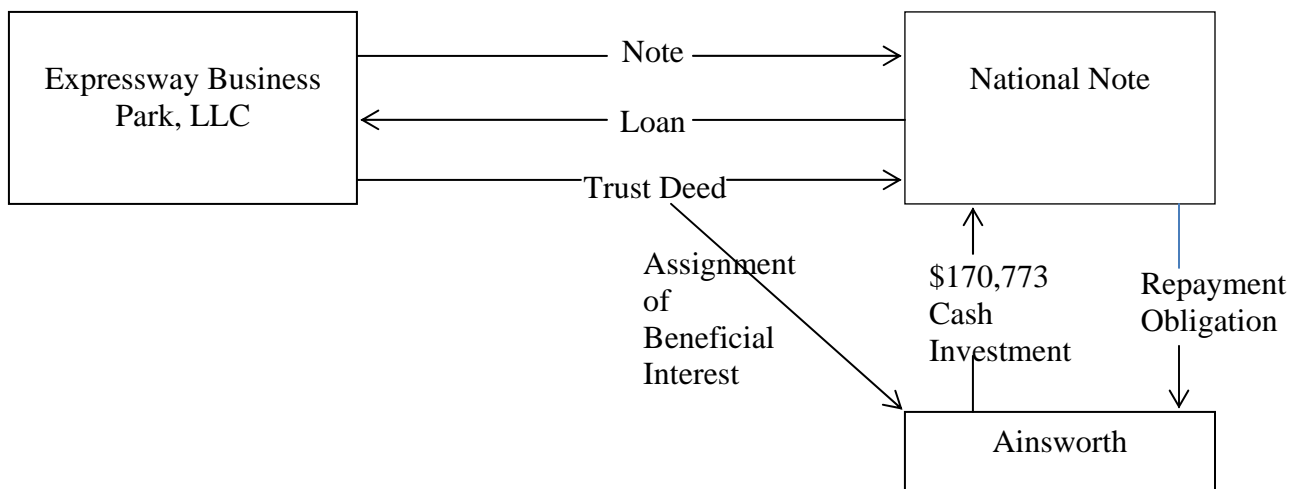
25. The end result of this scheme was that the investors received no security at all. If National Note breached its agreement with the investor, the investor had no foreclosure rights as a result of the assignment of National Note's interest in the Affiliate Deed of Trust, because the

Affiliate Deed of Trust was security for the Affiliate Note, not the agreement between National Note and the investors.

Defendant Invests \$170,773.57 with National Note

26. On or about 2009, Defendant invested \$170,773.57 with National Note. This agreement was documented in a Promissory Note, dated March 5, 2009 (the “Ainsworth Note”).

27. Consistent with the financing scheme outlined above, the Ainsworth Note was not secured by a deed of trust. Instead, on March 5, 2009, National Note executed an Assignment of Beneficial Interest in Trust Deed in favor of Ainsworth (the “Ainsworth ABI”). The Ainsworth ABI purported to assign National Note’s interest in a Trust Deed for real property in Spanish Fork, Utah - specifically the Expressway Business Park and Discount Mall, 1227 East Expressway Lane, Spanish Fork, Utah 84062 (“Expressway”). The 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 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:



29. 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 Ainsworth ABI. Indeed, there is no privity of contract between Expressway Business Park, LLC and Defendant. Finally, the Ainsworth ABI did not assign National Note's rights under the Expressway Note to Defendant. Accordingly, the Ainsworth ABI did not give Defendant the right to demand payment under the Expressway Note.

30. All that Defendant purported to receive through the Ainsworth 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 Ainsworth Note.

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

The SEC Civil Case and the Receiver's Appointment

32. 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

33. 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

34. 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

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

35. The Receiver re-alleges and incorporates herein by reference each of the

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.

preceding allegations as if set forth completely herein.

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

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

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

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

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

SECOND CLAIM FOR RELIEF

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

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

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

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

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

45. 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.

46. 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.

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

THIRD CLAIM FOR RELIEF

(Avoidance of Fraudulent Transfers Under Utah Code Ann. §§ 25-6-6(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 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(2) and 25-6-8)

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

56. NNU was engaged in a Ponzi scheme.

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

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

59. On information and belief, Defendant was an insider of NNU.

60. The Transfers were made to the Defendants for an antecedent debt.

61. NNU was insolvent at the time the Transfers were made and, on information and belief, the Defendants had reasonable cause to believe that NNU was insolvent.

62. Pursuant to Utah Code Ann. §§ 25-6-6(2) and 25-6-8, the Receiver may avoid and recover the Transfers made to the Defendant or, in the event such Transfers were transferred, from the Defendant Does.

FIFTH CLAIM FOR RELIEF
(Constructive Trust)

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

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

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

66. The Transfers can be traced to wrongful behavior.

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

68. 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 Defendant.

SIXTH CLAIM FOR RELIEF

(Unjust Enrichment)

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

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

71. The Transfers conferred a benefit upon Defendant.

72. The Defendant knowingly benefitted from the Transfers.

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

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

75. Defendant must disgorge the amount of the Transfers.

SEVENTH CLAIM FOR RELIEF

(Disgorgement)

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

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

78. The Transfers were ill-gotten by Defendant.

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

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

EIGHTH CLAIM FOR RELIEF

(Declaratory Judgment)

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

82. An actual controversy has arisen between the Receiver and Defendant regarding the enforceability of the Ainsworth ABI.

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

- a. The Ainsworth ABI is invalid and never gave Defendant any security for its \$170,773.57 investment with National Note.

84. 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 \$279,090.93.

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 \$279,090.93.

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 \$279,090.93.

D. Pursuant to the Receiver's Fourth Claim for Relief, judgment against Defendant avoiding the Transfers under Utah Code Ann. §§ 25-6-6(2) and 25-6-8, and permitting Plaintiff's recovery of the value of the Transfers in the total amount of \$279,090.93.

E. Pursuant to the Receiver's Fifth 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.

F. Pursuant to the Receiver's Sixth Claim for Relief, judgment against Defendant for unjust enrichment, and requiring Defendant to disgorge the Transfers in the total amount of \$279,090.93.

G. Pursuant to the Receiver's Seventh Claim for Relief, entry of an Order requiring Defendant to disgorge the Transfers in the total amount of \$279,090.93.

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

a. The Ainsworth ABI is invalid and never gave Defendant any security for its \$170,773.57 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 21st day of June, 2013.

DORSEY & WHITNEY LLP

/s/ Peggy Hunt

Peggy Hunt

Chris Martinez

Jeffrey M. Armington

Attorneys for Receiver

Investment Pay History

Reference

DA07-0706-PY NNU

Printed 06/14/13 Period of 01/01/90 - 12/31/12

Additional information

Regular pmt:	2000.00	Int rate:	12.000 12.000	Rem pmts:	3/ 3	Orig bal:	0.00
Escrow pmt:	0.00	Int calc:	Fixed	Per diem:	31.29	Orig date:	07/06/07
Service fee:	0.00	Pmt type:	1099 T USRule 365 M	Next due:	12/01/11	Maturity:	02/01/12
Total pmt:	2000.00	NSF fee:	25.00	Arrears:	6000.00		
		Reminder:	02/01/12				

MATURITY DATE

Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	----- Payment/Balance ----- Escrow Late Svc
07/06/07		0.00	0.00	0.00	0.00	0.00	0.00 0.00 0.00
07/06/07	P	-50000.00	-50000.00	0.00	0.00	50000.00	0.00 0.00 0.00
			1160				
08/01/07	08/01/07 R	427.40	0.00	0.01	0.00	50000.00	0.00 0.00 0.00
			23616	427.39 AI			
08/01/07	P	0.00	0.00	427.39	0.00	50000.00	0.00 0.00 0.00
			23616				
08/01/07	P	-427.40	-427.40	0.00	0.00	50427.40	0.00 0.00 0.00
			ADD2PRIN				
08/30/07	P	-50000.00	-50000.00	0.00	0.00	100427.40	0.00 0.00 0.00
			1183	480.79 AI			
09/01/07	09/01/07 R	546.82	0.00	0.01	0.00	100427.40	0.00 0.00 0.00
			24097	546.81 AI			
09/01/07	P	0.00	0.00	546.81	0.00	100427.40	0.00 0.00 0.00
			24097				
09/01/07	P	-546.82	-546.82	0.00	0.00	100974.22	0.00 0.00 0.00
			ADD2PRIN				
10/01/07	10/01/07 R	1004.27	0.00	0.01	0.00	100974.22	0.00 0.00 0.00
			24585	1009.73 AI			
10/01/07	P	0.00	0.00	1004.26	0.00	100974.22	0.00 0.00 0.00
			24585	5.47 AI			
10/01/07	P	-1004.27	-1004.27	0.00	0.00	101978.49	0.00 0.00 0.00
			ADD2PRIN	5.47 AI			
11/01/07	11/01/07 R	1019.78	0.00	0.01	0.00	101978.49	0.00 0.00 0.00
			25087	1025.24 AI			
11/01/07	P	0.00	0.00	1019.77	0.00	101978.49	0.00 0.00 0.00
			25087	5.47 AI			
11/01/07	P	-1019.78	-1019.78	0.00	0.00	102998.27	0.00 0.00 0.00
			ADD2PRIN	5.47 AI			
12/01/07	12/01/07 R	1029.98	0.00	0.01	0.00	102998.27	0.00 0.00 0.00
			25588	1035.44 AI			
12/01/07	P	0.00	0.00	1029.97	0.00	102998.27	0.00 0.00 0.00
			25588	5.47 AI			
12/01/07	P	-1029.98	-1029.98	0.00	0.00	104028.25	0.00 0.00 0.00
			ADD2PRIN	5.47 AI			

Investment Pay History

Reference

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 Printed 06/14/13 Period of 01/01/90 - 12/31/12

Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	----- Payment/Balance ----- Escrow Late	Svc
Annual Total:		4028.25	-104028.25	4028.25	0.00		0.00 0.00	0.00
Escrow Paid Out:							0.00	
01/01/08	01/01/08 R	1040.28	0.00	0.01	0.00	104028.25	0.00 0.00	0.00
			26105	1045.74 AI				
01/01/08	P	0.00	0.00	1040.27	0.00	104028.25	0.00 0.00	0.00
			26105	5.47 AI				
01/01/08	P	-1040.28	-1040.28	0.00	0.00	105068.53	0.00 0.00	0.00
			ADD2PRIN	5.47 AI				
02/01/08	02/01/08 R	1050.69	0.00	0.01	0.00	105068.53	0.00 0.00	0.00
			26620	1056.15 AI				
02/01/08	P	0.00	0.00	1050.68	0.00	105068.53	0.00 0.00	0.00
			26620	5.47 AI				
02/01/08	P	-1050.69	-1050.69	0.00	0.00	106119.22	0.00 0.00	0.00
			ADD2PRIN	5.47 AI				
03/01/08	03/01/08 R	1061.19	0.00	0.01	0.00	106119.22	0.00 0.00	0.00
			27136	1066.65 AI				
03/01/08	P	0.00	0.00	1061.18	0.00	106119.22	0.00 0.00	0.00
			27136	5.47 AI				
03/01/08	P	-1061.19	-1061.19	0.00	0.00	107180.41	0.00 0.00	0.00
			ADD2PRIN	5.47 AI				
04/01/08	04/01/08 R	1071.80	0.00	0.01	0.00	107180.41	0.00 0.00	0.00
			27667	1077.26 AI				
04/01/08	P	0.00	0.00	1071.79	0.00	107180.41	0.00 0.00	0.00
			27667	5.47 AI				
04/01/08	P	-1071.80	-1071.80	0.00	0.00	108252.21	0.00 0.00	0.00
			ADD2PRIN	5.47 AI				
05/01/08	05/01/08 R	1082.52	0.00	0.01	0.00	108252.21	0.00 0.00	0.00
			28209	1087.98 AI				
05/01/08	P	0.00	0.00	1082.51	0.00	108252.21	0.00 0.00	0.00
			28209	5.47 AI				
05/01/08	P	-1082.52	-1082.52	0.00	0.00	109334.73	0.00 0.00	0.00
			ADD2PRIN	5.47 AI				
06/01/08	06/01/08 R	1093.35	0.00	0.01	0.00	109334.73	0.00 0.00	0.00
			28751	1098.81 AI				
06/01/08	P	0.00	0.00	1093.34	0.00	109334.73	0.00 0.00	0.00
			28751	5.47 AI				
06/01/08	P	-1093.35	-1093.35	0.00	0.00	110428.08	0.00 0.00	0.00
			ADD2PRIN	5.47 AI				
07/01/08	07/01/08 R	1104.28	0.00	0.01	0.00	110428.08	0.00 0.00	0.00
			29302	1109.74 AI				
07/01/08	P	0.00	0.00	1104.27	0.00	110428.08	0.00 0.00	0.00
			29302	5.47 AI				
07/01/08	P	-1104.28	-1104.28	0.00	0.00	111532.36	0.00 0.00	0.00
			ADD2PRIN	5.47 AI				
08/01/08	08/01/08 R	1115.32	0.00	0.01	0.00	111532.36	0.00 0.00	0.00
			29861	1120.78 AI				
08/01/08	P	0.00	0.00	1115.31	0.00	111532.36	0.00 0.00	0.00
			29861	5.47 AI				
08/01/08	P	-1115.32	-1115.32	0.00	0.00	112647.68	0.00 0.00	0.00
			ADD2PRIN	5.47 AI				

Investment Pay History

Reference

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 Printed 06/14/13 Period of 01/01/90 - 12/31/12

Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	----- Payment/Balance ----- EscrowLate	Svc	
09/01/08	09/01/08 R	1126.48	0.00	0.01	0.00	112647.68	0.00	0.00	0.00
			30409	1131.94 AI					
09/01/08	P	0.00	0.00	1126.47	0.00	112647.68	0.00	0.00	0.00
			30409	5.47 AI					
09/01/08	P	-1126.48	-1126.48	0.00	0.00	113774.16	0.00	0.00	0.00
			ADD2PRIN	5.47 AI					
10/01/08	10/01/08 R	1137.74	0.00	0.01	0.00	113774.16	0.00	0.00	0.00
			30964	1143.20 AI					
10/01/08	P	0.00	0.00	1137.73	0.00	113774.16	0.00	0.00	0.00
			30964	5.47 AI					
10/01/08	P	-1137.74	-1137.74	0.00	0.00	114911.90	0.00	0.00	0.00
			ADD2PRIN	5.47 AI					
11/01/08	11/01/08 R	1149.12	0.00	0.01	0.00	114911.90	0.00	0.00	0.00
			31530	1154.58 AI					
11/01/08	P	0.00	0.00	1149.11	0.00	114911.90	0.00	0.00	0.00
			31530	5.47 AI					
11/01/08	P	-1149.12	-1149.12	0.00	0.00	116061.02	0.00	0.00	0.00
			ADD2PRIN	5.47 AI					
12/01/08	12/01/08 R	1160.61	0.00	0.01	0.00	116061.02	0.00	0.00	0.00
			32091	1166.07 AI					
12/01/08	P	0.00	0.00	1160.60	0.00	116061.02	0.00	0.00	0.00
			32091	5.47 AI					
12/01/08	P	-1160.61	-1160.61	0.00	0.00	117221.63	0.00	0.00	0.00
			ADD2PRIN	5.47 AI					
Annual Total:		13193.38	-13193.38	13193.38	0.00		0.00	0.00	0.00
Escrow Paid Out:							0.00		
01/01/09	01/01/09 R	1172.22	0.00	0.01	0.00	117221.63	0.00	0.00	0.00
			32657	1177.68 AI					
01/01/09	P	0.00	0.00	1172.21	0.00	117221.63	0.00	0.00	0.00
			32657	5.47 AI					
01/01/09	P	-1172.22	-1172.22	0.00	0.00	118393.85	0.00	0.00	0.00
			ADD2PRIN	5.47 AI					
02/01/09	02/01/09 R	1183.94	0.00	0.01	0.00	118393.85	0.00	0.00	0.00
			33228	1189.40 AI					
02/01/09	P	0.00	0.00	1183.93	0.00	118393.85	0.00	0.00	0.00
			33228	5.47 AI					
02/01/09	P	-1183.94	-1183.94	0.00	0.00	119577.79	0.00	0.00	0.00
			ADD2PRIN	5.47 AI					
03/01/09	03/01/09 R	1195.78	0.00	0.01	0.00	119577.79	0.00	0.00	0.00
			33801	1201.24 AI					
03/01/09	P	0.00	0.00	1195.77	0.00	119577.79	0.00	0.00	0.00
			33801	5.47 AI					
03/01/09	P	-1195.78	-1195.78	0.00	0.00	120773.57	0.00	0.00	0.00
			ADD2PRIN	5.47 AI					
03/05/09	P	-50000.00	-50000.00	0.00	0.00	170773.57	0.00	0.00	0.00
			WT030509	164.30 AI					
04/01/09	04/01/09 R	49453.26	0.00	0.01	0.00	170773.57	0.00	0.00	0.00
			WT040109	1680.20 AI					
04/01/09	P	0.00	47773.05	1680.20	0.00	123000.52	0.00	0.00	0.00
			WT040109						

Investment Pay History

Reference

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Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	Escrow	Payment/Balance Late	Svc
05/01/09	05/01/09 R	2000.00	0.00	0.01	0.00	123000.52	0.00	0.00	0.00
			34960	1230.00 AI					
05/01/09	P	0.00	769.99	1230.00	0.00	122230.53	0.00	0.00	0.00
			34960						
06/01/09	06/01/09 R	2000.00	0.00	0.01	0.00	122230.53	0.00	0.00	0.00
			35546	1222.30 AI					
06/01/09	P	0.00	777.69	1222.30	0.00	121452.84	0.00	0.00	0.00
			35546						
07/01/09	07/01/09 R	2000.00	0.00	0.01	0.00	121452.84	0.00	0.00	0.00
			36138	1214.52 AI					
07/01/09	P	0.00	785.47	1214.52	0.00	120667.37	0.00	0.00	0.00
			36138						
08/01/09	08/01/09 R	2000.00	0.00	0.01	0.00	120667.37	0.00	0.00	0.00
			36735	1206.66 AI					
08/01/09	P	0.00	793.33	1206.66	0.00	119874.04	0.00	0.00	0.00
			36735						
09/01/09	09/01/09 R	2000.00	0.00	0.01	0.00	119874.04	0.00	0.00	0.00
			37332	1198.73 AI					
09/01/09	P	0.00	801.26	1198.73	0.00	119072.78	0.00	0.00	0.00
			37332						
10/01/09	10/01/09 R	2000.00	809.27	1190.73	0.00	118263.51	0.00	0.00	0.00
			37929						
11/01/09	11/01/09 R	2000.00	817.36	1182.64	0.00	117446.15	0.00	0.00	0.00
			38533						
12/01/09	12/01/09 R	2000.00	825.54	1174.46	0.00	116620.61	0.00	0.00	0.00
			39140						
Annual Total:		69005.20	601.02	14852.24	0.00		0.00	0.00	0.00
Escrow Paid Out:							0.00		
01/01/10	01/01/10 R	2000.00	833.79	1166.21	0.00	115786.82	0.00	0.00	0.00
			39755						
02/01/10	02/01/10 R	2000.00	842.13	1157.87	0.00	114944.69	0.00	0.00	0.00
			40380						
03/01/10	03/01/10 R	2000.00	850.55	1149.45	0.00	114094.14	0.00	0.00	0.00
			41010						
04/01/10	04/01/10 R	2000.00	859.06	1140.94	0.00	113235.08	0.00	0.00	0.00
			41642						
05/01/10	05/01/10 R	2000.00	867.65	1132.35	0.00	112367.43	0.00	0.00	0.00
			42274						
06/01/10	06/01/10 R	2000.00	876.33	1123.67	0.00	111491.10	0.00	0.00	0.00
			42909						
07/01/10	07/01/10 R	2000.00	885.09	1114.91	0.00	110606.01	0.00	0.00	0.00
			43545						
08/01/10	08/01/10 R	2000.00	893.94	1106.06	0.00	109712.07	0.00	0.00	0.00
			44182						
09/01/10	09/01/10 R	2000.00	902.88	1097.12	0.00	108809.19	0.00	0.00	0.00
			44824						
10/01/10	10/01/10 R	2000.00	911.91	1088.09	0.00	107897.28	0.00	0.00	0.00
			45480						
11/01/10	11/01/10 R	2000.00	921.03	1078.97	0.00	106976.25	0.00	0.00	0.00
			46146						

Investment Pay History

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Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	----- Payment/Balance ----- Escrow Late	Svc
12/01/10	12/01/10 R	2000.00	930.24 46819	1069.76	0.00	106046.01	0.00 0.00	0.00
Annual Total:		24000.00	10574.60	13425.40	0.00		0.00 0.00	0.00
Escrow Paid Out:							0.00	
01/01/11	01/01/11 R	2000.00	939.54 47495	1060.46	0.00	105106.47	0.00 0.00	0.00
02/01/11	02/01/11 R	2000.00	948.94 48212	1051.06	0.00	104157.53	0.00 0.00	0.00
03/01/11	03/01/11 R	2000.00	958.42 48890	1041.58	0.00	103199.11	0.00 0.00	0.00
04/01/11	04/01/11 R	2000.00	968.01 49577	1031.99	0.00	102231.10	0.00 0.00	0.00
05/01/11	05/01/11 R	2000.00	977.69 50270	1022.31	0.00	101253.41	0.00 0.00	0.00
06/01/11	06/01/11 R	2000.00	987.47 50962	1012.53	0.00	100265.94	0.00 0.00	0.00
07/01/11	07/01/11 R	2000.00	997.34 51669	1002.66	0.00	99268.60	0.00 0.00	0.00
08/01/11	08/01/11 R	2000.00	1007.31 52381	992.69	0.00	98261.29	0.00 0.00	0.00
09/01/11	09/01/11 R	2000.00	1017.39 53097	982.61	0.00	97243.90	0.00 0.00	0.00
10/01/11	10/01/11 R	2000.00	1027.56 53826	972.44	0.00	96216.34	0.00 0.00	0.00
11/01/11	11/01/11 R	2000.00	1037.84 54543	962.16	0.00	95178.50	0.00 0.00	0.00
Annual Total:		22000.00	10867.51	11132.49	0.00		0.00 0.00	0.00
Escrow Paid Out:							0.00	
Report Total:		132226.83	-95178.50	56631.76	0.00		0.00 0.00	0.00
Escrow Paid Out:							0.00	
Balances:						95178.50	0.00 0.00	0.00

Taxable: 56631.76

Investment Pay History

Reference

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Additional information

Regular pmt:	1000.00	Int rate:	12.000 12.000	Rem pmts:	3/ 3	Orig bal:	0.00
Escrow pmt:	0.00	Int calc:	Fixed	Per diem:	32.88	Orig date:	09/11/07
Service fee:	0.00	Pmt type:	1099 T USRule 365 M	Next due:	11/01/11	Maturity:	01/01/12
Total pmt:	1000.00	NSF fee:	25.00	Arrears:	3060.00		
Ord/Day/LFee:	1/15 20.00	Reminder:	01/01/12				
Total if late:	1020.00	MATURITY DATE					
Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	----- Payment/Balance ----- Escrow Late Svc
09/11/07		0.00	0.00	0.00	0.00	0.00	0.00 0.00 0.00
09/11/07	P	-100000.00	-100000.00	0.00	0.00	100000.00	0.00 0.00 0.00
			104				
09/11/07	F	100000.00	100000.00	0.00	0.00	0.00	0.00 0.00 0.00
			104				
09/25/07	P	-50000.00	-50000.00	0.00	0.00	50000.00	0.00 0.00 0.00
			756				
09/25/07	P	-50000.00	-50000.00	0.00	0.00	100000.00	0.00 0.00 0.00
			105				
10/01/07	10/01/07 R	197.26	0.00	197.26	0.00	100000.00	0.00 0.00 0.00
			24586				
11/01/07	11/01/07 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			25088				
12/01/07	12/01/07 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			25589				
Annual Total:		102197.26	-100000.00	2197.26	0.00		0.00 0.00 0.00
Escrow Paid Out:							0.00
01/01/08	01/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			26106				
02/01/08	02/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			26621				
03/01/08	03/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			27137				
04/01/08	04/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			27668				
05/01/08	05/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			28210				
06/01/08	06/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			28752				
07/01/08	07/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			29303				
08/01/08	08/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			29862				
09/01/08	09/01/08 R	1000.00	0.00	1000.00	0.00	100000.00	0.00 0.00 0.00
			30410				

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Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	Escrow	Payment/Balance Late	Svc
10/01/08	10/01/08 R	1000.00	0.00 30965	1000.00	0.00	100000.00	0.00	0.00	0.00
11/01/08	11/01/08 R	1000.00	0.00 31531	1000.00	0.00	100000.00	0.00	0.00	0.00
12/01/08	12/01/08 R	1000.00	0.00 32092	1000.00	0.00	100000.00	0.00	0.00	0.00
Annual Total:		12000.00	0.00	12000.00	0.00		0.00	0.00	0.00
Escrow Paid Out:							0.00		
01/01/09	01/01/09 R	1000.00	0.00 32658	1000.00	0.00	100000.00	0.00	0.00	0.00
02/01/09	02/01/09 R	1000.00	0.00 33229	1000.00	0.00	100000.00	0.00	0.00	0.00
03/01/09	03/01/09 R	1000.00	0.00 33802	1000.00	0.00	100000.00	0.00	0.00	0.00
04/01/09	04/01/09 R	1000.00	0.00 34374	1000.00	0.00	100000.00	0.00	0.00	0.00
05/01/09	05/01/09 R	1000.00	0.00 34961	1000.00	0.00	100000.00	0.00	0.00	0.00
06/01/09	06/01/09 R	1000.00	0.00 35547	1000.00	0.00	100000.00	0.00	0.00	0.00
07/01/09	07/01/09 R	1000.00	0.00 36139	1000.00	0.00	100000.00	0.00	0.00	0.00
08/01/09	08/01/09 R	1000.00	0.00 36736	1000.00	0.00	100000.00	0.00	0.00	0.00
09/01/09	09/01/09 R	1000.00	0.00 37333	1000.00	0.00	100000.00	0.00	0.00	0.00
10/01/09	10/01/09 R	1000.00	0.00 37930	1000.00	0.00	100000.00	0.00	0.00	0.00
11/01/09	11/01/09 R	1000.00	0.00 38534	1000.00	0.00	100000.00	0.00	0.00	0.00
12/01/09	12/01/09 R	1000.00	0.00 39141	1000.00	0.00	100000.00	0.00	0.00	0.00
Annual Total:		12000.00	0.00	12000.00	0.00		0.00	0.00	0.00
Escrow Paid Out:							0.00		
01/01/10	01/01/10 R	1000.00	0.00 39756	1000.00	0.00	100000.00	0.00	0.00	0.00
02/01/10	02/01/10 R	1000.00	0.00 40381	1000.00	0.00	100000.00	0.00	0.00	0.00
03/01/10	03/01/10 R	1000.00	0.00 41011	1000.00	0.00	100000.00	0.00	0.00	0.00
04/01/10	04/01/10 R	1000.00	0.00 41643	1000.00	0.00	100000.00	0.00	0.00	0.00
05/01/10	05/01/10 R	1000.00	0.00 42275	1000.00	0.00	100000.00	0.00	0.00	0.00
06/01/10	06/01/10 R	1000.00	0.00 42910	1000.00	0.00	100000.00	0.00	0.00	0.00
07/01/10	07/01/10 R	1000.00	0.00 43546	1000.00	0.00	100000.00	0.00	0.00	0.00

Investment Pay History

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Pay Date	Due/Type	Amount	RetCap/Ref	Income	DiscEarn	Basis	Escrow	Payment/Balance Late	Svc
08/01/10	08/01/10 R	1000.00	0.00 44183	1000.00	0.00	100000.00	0.00	0.00	0.00
09/01/10	09/01/10 R	1000.00	0.00 44825	1000.00	0.00	100000.00	0.00	0.00	0.00
10/01/10	10/01/10 R	1000.00	0.00 45481	1000.00	0.00	100000.00	0.00	0.00	0.00
11/01/10	11/01/10 R	1000.00	0.00 46147	1000.00	0.00	100000.00	0.00	0.00	0.00
12/01/10	12/01/10 R	1000.00	0.00 46820	1000.00	0.00	100000.00	0.00	0.00	0.00
Annual Total:		12000.00	0.00	12000.00	0.00		0.00	0.00	0.00
Escrow Paid Out:							0.00		
01/01/11	01/01/11 R	1000.00	0.00 47496	1000.00	0.00	100000.00	0.00	0.00	0.00
02/01/11	02/01/11 R	1000.00	0.00 48213	1000.00	0.00	100000.00	0.00	0.00	0.00
03/01/11	03/01/11 R	1000.00	0.00 48891	1000.00	0.00	100000.00	0.00	0.00	0.00
04/01/11	04/01/11 R	1000.00	0.00 49578	1000.00	0.00	100000.00	0.00	0.00	0.00
05/01/11	05/01/11 R	1000.00	0.00 50271	1000.00	0.00	100000.00	0.00	0.00	0.00
06/01/11	06/01/11 R	1000.00	0.00 50963	1000.00	0.00	100000.00	0.00	0.00	0.00
07/01/11	07/01/11 R	1000.00	0.00 51670	1000.00	0.00	100000.00	0.00	0.00	0.00
08/01/11	08/01/11 R	1000.00	0.00 52382	1000.00	0.00	100000.00	0.00	0.00	0.00
09/01/11	09/01/11 R	1000.00	0.00 53098	1000.00	0.00	100000.00	0.00	0.00	0.00
10/01/11	10/01/11 R	1000.00	0.00 53827	1000.00	0.00	100000.00	0.00	0.00	0.00
Annual Total:		10000.00	0.00	10000.00	0.00		0.00	0.00	0.00
Escrow Paid Out:							0.00		
Report Total:		148197.26	-100000.00	48197.26	0.00		0.00	0.00	0.00
Escrow Paid Out:							0.00		
Balances:						100000.00	0.00	0.00	0.00

Taxable: 48197.26

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.)

I. (a) PLAINTIFFS

R. Wayne Klein, as Receiver

(b) County of Residence of First Listed Plaintiff Salt Lake

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Peggy Hunt

Dorsey & Whitney, LLP

136 South Main Street #1000, SLC, UT 84101; 801-933-7360

DEFENDANTS

DAN AINSWORTH and JOHN DOES NOS. 1-5,

County of Residence of First Listed Defendant Salt Lake

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

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

- | | 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 LABOR <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 IMMIGRATION <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 PROPERTY RIGHTS <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)) FEDERAL TAX SUITS <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 <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	CIVIL RIGHTS <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	PRISONER PETITIONS 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			

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 ACTIONCite 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 \$
279,090.93

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No
VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE JenkinsDOCKET NUMBER 2:12-cv-00591

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE