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*Receiver of RCH2, LLC et al., and
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**UNITED STATES DISTRICT COURT DISTRICT OF UTAH
CENTRAL DIVISION**

RCH2, LLC, a Utah Limited Liability Company, and the interests of RCH2, LLC and Robert Casey Hall, an individual, in various entities, including Springridge, LLC, a Utah Limited Liability Company, W.W. LLC, a Utah Limited Liability Company, and USV R.E., LLC, a Utah Limited Liability Company, by and through their Court-Appointed Receiver LON A. JENKINS,

Plaintiff,

v.

EVANDER HOLYFIELD, an individual, and
DOES Nos. 1-20

Defendants.

COMPLAINT

Civil No. 2:08-cv-408

Honorable Dee Benson

Lon A. Jenkins, in his official capacity as the duly appointed, qualified and acting Receiver of RCH2, LLC ("**RCH2**"), as well as the interests of RCH2 and Robert Casey Hall ("**Hall**") in certain entities, including Springridge, LLC ("**Springridge**"), USV R.E., LLC

("USVRE"), and W.W., LLC ("WW") in an ongoing action styled Securities and Exchange Commission v. Novus Technologies, LLC, et al., Case No. 07-CV-00235 (D. Utah, filed April 11, 2007) (Benson, J.) (hereinafter the "SEC Enforcement Action"), hereby complains against Defendants Evander Holyfield ("Holyfield") and Does Nos. 1-20 (collectively, "Defendants") and alleges as follows:

PARTIES AND RELATED PERSONS

1. Lon A. Jenkins ("Receiver" or "Plaintiff") is an individual residing in Salt Lake County, Utah and is the duly appointed, qualified and acting receiver in the SEC Enforcement Action pursuant to the *Stipulated Order Appointing Receiver* entered by the Court on May 16, 2007 [SEC Enforcement Action Docket No. 61] (the "Appointment Order"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein by reference.

2. Pursuant to the Appointment Order as well as the *Order Granting Receiver's Motion to Clarify Appointment Order Regarding RCH2, LLC* [SEC Enforcement Action Docket No. 136] (the "Clarification Order"), Plaintiff is the Receiver of, among other entities, RCH2, a defendant in the SEC Enforcement Action, and all interests held by RCH2 and Hall in all subsidiaries of RCH2 and affiliated entities, including without limitation Springridge, WW, and USVRE (collectively, the "RCH2 Interests and Entities").

3. Pursuant to the Appointment Order and the Clarification Order, as well as 28 U.S.C. § 754, the Receiver has taken control of the RCH2 Interests and Entities, including all of their assets and choses in action, and he is authorized, empowered and directed: (a) to have access to, marshal and take control of all of the RCH2 Interests and Entities' assets and/or choses in action with full power to take steps deemed to be necessary to secure the property; (b) to take such action as is necessary and appropriate to preserve and take control of any assets of the RCH2 Interests and Entities; and/or (c) to investigate, prosecute and defend actions as may, in

his sole discretion, be advisable or proper to recover assets and/or property of the RCH2 Interests and Entities.

4. RCH2 is a Utah limited liability company and, upon information and belief, at all times relevant hereto conducted all business in Utah.

5. Springridge is a Utah limited liability company and, upon information and belief, at all times relevant hereto conducted any and all business in Utah.

6. WW is a Utah limited liability company and, upon information and belief, at all times relevant hereto conducted any and all business in Utah.

7. USVRE is a Utah limited liability company and, upon information and belief, at all times relevant hereto conducted all business in Utah.

8. Hall is an individual residing in Utah and is a defendant in the SEC Enforcement Action. Hall managed and/or controlled RCH2, and upon information and belief, during all times relevant to the facts alleged herein, maintained all of RCH2's assets and/or conducted all of RCH2's business in Utah.

9. Hall managed and/or controlled Springridge, WW and/or USVRE either directly or indirectly through RCH2, and upon information and belief, during all times related to the facts alleged herein, maintained all of the assets of these entities and/or conducted all business of these entities in Utah.

10. Receiver has been appointed by the Court to, among other things, marshal assets for the benefit of persons and/or entities who loaned and/or invested money with Hall and/or RCH2 (herein the "Investor-Creditors").

11. The assets of RCH2, Springridge, WW and USVRE, including all monies discussed herein, result from monies that Hall obtained from the Investor-Creditors, and by virtue of the Appointment Order, Clarification Order, and 28 U.S.C. § 754, all of the assets of RCH2, Springridge, WW and/or USVRE, as well as all debts owed to those entities and claims

and choses in action held by those entities, are property of the estate being administered under the supervision of the SEC Enforcement Action Court by Receiver.

12. Holyfield is an individual, who upon information and belief, is a resident of Fayette County, Georgia.

13. Does Nos. 1-20 are currently unknown persons or entities who may have received the monies described herein.

JURISDICTION AND VENUE

14. This action is ancillary to the SEC Enforcement Action, over which this Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, and by authority of Sections 20 and 22 of the Securities Act of 1933, 15 U.S.C. §§ 77t and 77v, and Sections 21 and Section 27 of the Securities Exchange Act of 1934, 15 U.S.C. §§ 78u and 78aa. Accordingly, the Court has subject matter jurisdiction over this action pursuant to 28 U.S.C § 1367, and pursuant to the doctrines of pendent and ancillary jurisdiction.

15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims in the SEC Enforcement Action took place in Salt Lake County, Utah, and pursuant to the Appointment Order, Clarification Order, and 28 U.S.C. § 754, the property that is subject to the action is situated in Salt Lake County, Utah.

16. The District Court has personal jurisdiction over Defendants pursuant to service of process which will be made upon Defendants in compliance with 28 U.S.C. §§ 754 and 1692 and Federal Rules of Civil Procedure 4 and 66.

17. Defendants also are subject to the jurisdiction of this Court inasmuch as they have sufficient contacts with Utah and the RCH2 Interests and Entities to justify such jurisdiction.

GENERAL ALLEGATIONS

18. Upon information and belief, Hall met Holyfield in 2006 through a mutual friend.

19. Upon information and belief, Holyfield represented to Hall that he needed funds to pay for landscaping on his 235 acre estate located in Fayette County, Georgia.

20. Upon information and belief, on or at some time prior to September 8, 2006, Hall on behalf of himself or on behalf of RCH2, Springridge, WW, USVRE and/or a RCH2 Related Interest or Entity, agreed to provide Holyfield money with the understanding that Holyfield, a professional heavyweight boxer, would pay back the money, plus a reasonable rate of interest, after his next prize fight, scheduled to take place less than one year from the date that monies were transferred.

21. Pursuant to their agreement, Hall caused at least \$550,000 to be transferred to Holyfield as follows:

a. On or about September 8, 2006, \$50,000 was transferred to Holyfield via wire transfer from an RCH2 account no. _____, N.A. located in Salt Lake County, State of Utah ("**Chase Bank**").

b. On or about September 12, 2006, \$50,000 was transferred to Holyfield via wire transfer from WW account no. _____.

c. On or about October 4, 2006, \$100,000 was transferred to Holyfield via wire transfer from USVRE account no. _____.

d. On or about October 31, 2006, \$50,000 was transferred to Holyfield via wire transfer from WW account no. _____.

e. On or about December 22, 2006, \$50,000 was transferred to Holyfield via wire transfer from Springridge account no. > _____ located in Salt Lake County, State of Utah ("**BAF**").

f. On or about January 2, 2007, \$50,000 was transferred to Holyfield via wire transfer from Springridge account no. _____.

g. On or about January 12, 2007, \$50,000 was transferred to Holyfield via wire transfer from Springridge account no. _____

h. On or about February 6, 2007, \$50,000 was transferred to Holyfield via wire transfer from Springridge account no. _____

i. Upon information and belief, during 2007, at least an additional \$100,000 was transferred to Holyfield from bank accounts owned by RCH2 Interests and Entities located in Salt Lake County, Utah.

j. Other amounts may have been transferred to unknown persons or entities affiliated with or insiders of Holyfield.

(collectively, the "Transfers").

22. The monies on deposit in each of the bank accounts referred to above was comprised entirely of money that had been loaned to and/or invested with Hall and/or the RCH2 Related Interests and Entities by Investor-Creditors.

23. Upon information and belief, Holyfield may have had a business relationship with Hall, but Holyfield did not have a claim against Hall, RCH2, Springridge, WW and/or USVRE at the time that the Transfers were made.

24. Hall, RCH2, Springridge, WW and USVRE were insolvent when the Transfers to Holyfield were made.

25. Since September 8, 2006, Holyfield has fought in no fewer than four professional boxing matches, the most recent of which took place in October 2007, yet Holyfield has not repaid the amounts owed to Hall, RCH2, Springridge, WW and/or USVRE.

26. On or about September 10, 2007, Receiver made demand upon Holyfield via Certified Mail for return of the funds transferred to him as described herein (the "**September 10 Letter**").

27. Holyfield did not respond to the September 10 Letter, nor has Holyfield repaid the amounts transferred to him by Hall, RCH2, WW, Springridge, and/or USVRE.

FIRST CAUSE OF ACTION
(Breach of Contract—Holyfield)

28. Plaintiff re-alleges and incorporates by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

29. Upon information and belief, Hall, acting on behalf of himself, RCH2, Springridge, WW and/or USVRE, and Holyfield entered into an agreement under which Holyfield promised to pay back the Transfers, plus interest, after Holyfield's next fight.

30. Holyfield has fought in at least four professional boxing matches since September 2006.

31. Based on Holyfield's promise to pay, Hall caused the Transfers to be made to Holyfield and/or to Holyfield's affiliates and/or insiders.

32. Holyfield has failed to pay back the Transfers as promised.

33. Holyfield has breached his agreement with Hall, RCH2, Springridge, WW and/or USVRE.

34. Holyfield's refusal to pay back the Transfers has caused damage to the RCH2 Interests and Entities, and to the Investor-Creditors, in an amount not less than \$550,000.

35. Accordingly, Plaintiff is entitled to judgment against Holyfield awarding Plaintiff damages for breach of contract in an amount not less than \$550,000, plus pre- and post-judgment interest at the maximum allowable rate, plus any additional amounts to be determined at trial.

SECOND CAUSE OF ACTION
(Fraudulent Transfer: Actual Intent to Hinder, Delay or Defraud—Defendants)

36. Plaintiff re-alleges and incorporates by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

37. The Transfers to Defendants were made by RCH2, Springridge, WW, USVRE and/or Hall with an actual intent to hinder, delay or defraud the RCH2 Interests and Entities and Investor-Creditors.

38. RCH2, Springridge, WW and/or USVRE received no consideration for the Transfers.

39. RCH2, Springridge, WW, USVRE and/or Hall did not receive reasonably equivalent value in exchange for the Transfers.

40. Plaintiff is informed and believes that at the time of the Transfers, RCH2, Springridge, WW, USVRE and/or Hall were engaged, or were about to engage in business or transactions for which their remaining assets were unreasonably small in relation to such business or transactions.

41. Plaintiff is informed and believes that at the time of the Transfers, RCH2, Springridge, WW, USVRE and/or Hall intended to incur debts beyond their ability to pay as they became due.

42. Accordingly, Plaintiff is entitled to judgment against Defendants (a) avoiding the Transfers as fraudulent transfers, and (b) allowing Plaintiff to recover the value of the Transfers from Defendants or any person for whose benefit the transfers were made, including, as applicable, any subsequent transferees of the Transfers, and (c) post-judgment interest at the maximum allowable rate, plus any additional amounts to be determined at trial.

THIRD CAUSE OF ACTION

(Fraudulent Transfer: Lack of Reasonably Equivalent Value—Defendants)

43. Plaintiff re-alleges and incorporates by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

44. RCH2, Springridge, WW and/or USVRE did not receive a reasonably equivalent value in exchange for the Transfers.

45. At the time that the Transfers were made, RCH2, Springridge, WW, and USVRE were insolvent, or became insolvent as a result of the Transfers.

46. Accordingly, Plaintiff is entitled to judgment against Defendants (a) avoiding the Transfers as fraudulent transfers, and (b) allowing Plaintiff to recover the value of the Transfers from Defendants or any person for whose benefit the transfers were made, including, as applicable, any subsequent transferees of the Transfers, and (c) post-judgment interest at the maximum allowable rate, plus any additional amounts to be determined at trial.

FOURTH CAUSE OF ACTION
(Unjust Enrichment—Defendants)

47. Plaintiff re-alleges and incorporates by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

48. Hall, RCH2, Springridge, WW and/or USVRE conferred a benefit upon Defendants by making the Transfers.

49. Defendants appreciate or have knowledge of such benefit.

50. Defendants have accepted and retained such benefit under circumstances making it inequitable for Defendants to retain such benefit without payment for the value of such benefit.

51. The RCH2 Interests and Entities, and the Investor-Creditors, have suffered damages in an amount not less than \$550,000 because of Defendants' refusal to repay the Transfers.

52. Accordingly, Plaintiff is entitled to judgment against Defendants, jointly and severally, awarding Plaintiff damages for breach of contract in an amount not less than \$550,000, plus post-judgment interest at the maximum allowable rate, plus any additional amounts to be determined at trial.

FIFTH CAUSE OF ACTION
(Constructive Trust—Defendants)

53. Plaintiff re-alleges and incorporates by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

54. Neither Hall, RCH2, Springridge, WW nor USVRE had title to the monies that were subject to the Transfers to Defendants.

55. Defendants did not provide any consideration for the Transfers.

56. Defendants, and any subsequent transferees, have been unjustly enriched by the Transfers.

57. Accordingly, Plaintiff is entitled to a judgment imposing a constructive trust on the monies that are subject of the Transfers, or any property, whether real or personal, obtained with the monies that are subject to the Transfers, or any proceeds therefrom that are in the hands of Defendants or any subsequent transferee.

SIXTH CAUSE OF ACTION
(Accounting—Transfers)

58. Plaintiff re-alleges and incorporates by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

59. Defendants received at least \$550,000 from Hall, RCH2, Springridge, WW and/or USVRE for no consideration.

60. Based on Holyfield's refusal to repay the Transfers, Plaintiff assumes that Holyfield may deny receipt of some or all of the Transfers.

61. Holyfield possess or controls books and records detailing receipt of the Transfers.

62. Accordingly, Plaintiff is entitled to an order requiring Holyfield to present an accounting of all Transfers received by Holyfield.

DEMAND FOR JUDGMENT

WHEREFORE, Plaintiff demands judgment against Defendants in an amount no less than \$550,000.00, plus pre- and post-judgment interest, as applicable, on such amount at the maximum legal amount until paid in full. Plaintiff also demands such other and further relief in favor of Plaintiff as more specifically set forth above, and any other relief the Court deems just and proper under the circumstances.

DATED: May 20, 2008.

**JONES WALDO HOLBROOK
& McDONOUGH, P.C.**

/s/ Troy J. Aramburu

Lon A. Jenkins

R.L. Knuth

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