

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
(WEST PALM BEACH DIVISION)

CASE NO. 08-81565-CIV-HURLEY/HOPKINS

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

CREATIVE CAPITAL CONSORTIUM,
LLC, A CREATIVE CAPITAL CONCEPTS,
LLC, and GEORGE L. THEODULE,

Defendants.

**RECEIVER'S MOTION TO COMPEL YOLETTE T. WILLIAMS TO TURN OVER,
SURRENDER POSSESSION AND TRANSFER TITLE TO CERTAIN REAL
PROPERTY LOCATED AT 7940 NORTH NOB HILL ROAD, UNIT 4-303, TAMARAC,
FLORIDA AND SUPPORTING MEMORANDUM OF LAW**

Jonathan Perlman, Court-appointed receiver (the "Receiver") for Creative Capital Consortium LLC., and A Creative Capital Concepts, LLC ("CCC"), pursuant to the Order Appointing Receiver, files this Motion and Supporting Memorandum of Law to Compel Yolette T. Williams ("Williams") to Turn Over, Surrender Possession and Transfer Title to Certain Real Property, specifically a residential condominium having an address of 7940 North Nob Hill Road, Unit 4-303 located in Tamarac, Florida with the following legal description:

Unit No.U04-303 of El-Ad Nob Hill, a Condominium, according to the Declaration of Condominium recorded at O.R. Book 39458, Page 1134 and all exhibits and amendments thereof as recorded in the Public Records of Broward County, Florida. ("Property")¹

¹ A copy of the warranty deed and public record from the Broward County Property Appraiser's Office is attached as Exhibit A.

I. INTRODUCTION

The Order Appointing Receiver (“Receivership Order”) vests title to all property, real or personal, of CCC and its principals, wherever located within or without this State, in the Receiver. By this motion, the Receiver seeks the turnover and surrender of possession and the transfer of title of the Property presently titled in the name of Williams, which is an undisputed asset belonging to CCC. Williams has never resided at the Property. The Receiver respectfully moves that the Court enter an order compelling Williams to turn over and surrender possession of the Property and to effectuate a legal transfer of title thereto to the Receivership Estate. The Receiver requests an evidentiary hearing on this Motion as soon as practicable.

II. FACTS SUPPORTING RELIEF REQUESTED

On December 29, 2008, the Securities and Exchange Commission (“SEC”) filed its Complaint for Injunctive and Other Relief (the “Complaint”) against George Theodule (“Theodule”), individually, and CCC. The SEC alleged that Theodule, through CCC, sold unregistered securities and violated various sections of the Securities Exchange Act of 1934 (the “Exchange Act”) and that Theodule and CCC violated Section 10(b) of the Exchange Act. [DE 1].

On December 29, 2008, the Court entered the Receivership Order appointing the Receiver as receiver over CCC. On December 31, 2008, the Court expanded the receivership to include United Investment Club LLC, and Reverse Auto Loan, LLC (collectively “CCC”). The Receivership Order provides that title to all real property of CCC and their principals shall vest with the Receiver. [DE 8].

On January 6, 2009, the Court entered a Preliminary Injunction (the “Injunction Order”) freezing the assets of Theodule and CCC. Additionally the Injunction Order required, among

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other things, that (1) Theodule provide a sworn accounting of all proceeds he received, directly or indirectly, as a result of the securities law violations; (2) Theodule disgorge, with prejudice interest, any ill-gotten gains he received; and (3) Theodule and CCC take steps necessary to repatriate to the territory of the United States all funds and assets of investors. [DE 21].

From December 2007 through the present, Theodule was the principal and alter ego of CCC. [DE 1]. Williams is the sister of Theodule. [DE 54-6] From December 2007 through the present, Williams has worked as an agent for Theodule, CCC and their ancillary business operations, including as a principal of certain investment clubs through which Theodule and Williams would unlawfully solicit and raise money from individual investors for the benefit of and use by CCC and through which she and Theodule directed the illegal solicitation and transfer of funds.²

On August 29, 2008, Theodule wired CCC funds in the amount of \$150,000.00 to Williams (the "Transfer").³ Williams received the Transfer for the express purpose of purchasing the Property.⁴ On September 12, 2008, Williams purchased the Property with the proceeds of the Transfer.⁵ Williams holds legal title to the Property, is not currently living at the Property and obtains monthly income from the Property from a resident lessee.⁶ Theodule lists the Property in his second sworn accounting as a CCC investment or asset. [DE 47].

² See the Affidavit of Mark Bumar attached as Exhibit B at ¶ 6.

³ A copy of the confirmation of the wire transfer to William's account at Wachovia Bank is attached as Exhibit C.

⁴ See Bumar Affidavit at ¶ 7.

⁵ See Exhibit A.

⁶ See Bumar Affidavit at ¶ 7.

III. MEMORANDUM OF LAW

A. This Court Has the Authority to Order Turnover, Surrender of Possession and Transfer of Title to the Property Upon the Receiver's Motion

The terms of the Receivership Order authorizes the Receiver to investigate the affairs of CCC, to marshal and safeguard these entities' assets, and to institute legal proceedings for the benefit and on behalf of CCC investors and other creditors against individuals or entities which the Receiver claims have improperly received funds traceable from investors in CCC, including but not limited to actions seeking constructive trusts, disgorgement of profits, and recovery and avoidance of fraudulent transfers under Florida Statute §726.101, et seq. or otherwise.

This Court has the authority to conduct summary proceedings to determine the possession and ownership rights to the Property as opposed to requiring a plenary action, providing that due process is satisfied by affording the non-party a full and fair opportunity to present any claims and defenses. SEC v. Elliott, 953 F.2d 1560 (11th Cir. 1992). The Eleventh Circuit in Elliott approved of this expedited format, observing that summary proceedings improve judicial efficiency, avoid formalities that would slow down the time necessary to settle disputes, decrease litigation costs and prevent further dissipation of receivership assets. Id. at 1566.

In determining the proper procedure for adjudicating non-party claims involving the ownership and distribution of assets in a receivership, the controlling factor in safeguarding procedural due process is the actual substance of the proceeding, not the name or form. Id. at 1571. Williams is intimately familiar with the matters at issue as she has received notice, through her counsel, of the salient court proceedings to date, including the Temporary Restraining Order, the Preliminary Injunction, and the Receivership Order. Counsel for the Receiver has interviewed Williams twice in this matter, and she remains under subpoena for

continued deposition testimony and document production.⁷ Finally, Williams has recently submitted an affidavit in opposition to the Receiver's Second Verified Motion to Expand. [DE 54-6]. By virtue of her ongoing involvement, and by personally serving Williams with the instant Motion and conducting a full evidentiary hearing by which Williams may testify, call witnesses, and otherwise present and refute evidence with respect to the relief requested by the Motion, due process is satisfied in accordance with the principles set forth by the Eleventh Circuit.

B. The Property Should Be Surrendered and Title Transferred to the Receiver by Enforcement of the Order Appointing Receiver

Paragraph 16 of the Receivership Order states that "Title to all property, real or personal, all contracts, rights of action and all books and records of Creative Capital and its principals, wherever located within or without this state, is vested by operation of law in the Receiver." In his sworn accounting filed with the Court and identified above, Theodule states that the Property is a CCC investment or asset. Williams further acknowledges receipt of the Transfer as a gift and purchase of the Property.⁸ Because the Property is clearly a CCC asset, title to the Property vests in the Receivership Estate by operation of law. Possession to the Property should be surrendered and title transferred to the Receivership Estate.

C. The Property is Subject to Turnover Pursuant to Equitable Grounds

Pursuant to Florida law, the Property is subject to turnover based upon the equitable principles of constructive trust, equitable lien, resulting trust and unjust enrichment. A constructive trust is an equitable remedy imposed by operation of law where there has been a wrongful taking of the property of another, the intent of which is to restore the property to the rightful owner and to prevent unjust enrichment. Brown v. Toscano, 254 F.R.D. 690 (S.D. Fla.

⁷ A copy of the subpoena issued by the Receiver to Williams is attached as Exhibit D.

⁸ See Bumar Affidavit at ¶ 7.

2008). The remedy of constructive trust is particularly appropriate where property has been acquired by fraud. Quinn v. Phipps, 113 So. 419 (1927).

The elements of an unjust enrichment claim are met when a person knowingly receives and voluntarily accepts and retains a benefit from another under circumstances which would equitably require either disgorgement or the equivalent payment of value. Zambrana v. Geminis Envios Corp., 2008 WL 2397624 *5 (S.D. Fla. 2008).

For all of the reasons set forth above, equity also requires that title to the Property be restored to the Receiver.

D. Turnover is Appropriate Pursuant to Chapter 726 of the Florida Statutes

For the same reasons set forth above, turnover is alternatively required pursuant to Chapter 726 of the Florida Statutes, which permits the avoidance of transfers made with actual intent to hinder, delay or defraud creditors, or for no consideration. In his sworn accounting filed with the Court and identified above, Theodule states that the Property is a CCC investment or asset. Williams further acknowledges receipt of the Transfer and purchase of the Property for which she provided no equivalent value. Williams was an agent for Theodule and CCC, and had knowledge of the unlawful nature of the business, and illegally raised funds for their direct benefit. With an actual intent to hinder, delay or defraud his creditors/investors, Theodule used these funds in effecting the Transfer to Williams and Williams received the Transfer and purchased the Property without providing any reasonable equivalent value.⁹ Chapter 726 of the Florida Statutes clearly contemplates the avoidance of the Transfer under the circumstances set forth herein.

⁹ See Bumar Affidavit at ¶ 7.

IV. CONCLUSION

Based upon the foregoing, the Receiver is entitled to take possession of the Property, to have legal title to the Property transferred to the Receivership estate, to take possession of all documents related to the Property and to receive the benefit of income appurtenant thereto. The Receiver therefore seeks the entry of an order requiring the turnover and surrender of possession of the Property and the transfer of title of Williams' interest and all rights appurtenant to the Property (including all books, records, deeds, mortgages, liens or any documents relating thereto) to the Receiver and any other relief as may be determined by the Court. The Receiver further requests an evidentiary hearing as soon as practicable in order to expedite the recovery of this asset for the benefit of the Receivership Estate.

RESERVATION OF RIGHTS

The Receiver reserves the right to file an ancillary proceeding against any and all third parties, including Williams, holding or concealing assets of the Receivership Estate and/or that are the recipients of fraudulent or preferential transfers.

WHEREFORE, the Receiver requests the relief requested herein and any other relief the Court deems appropriate.

Dated: April 13, 2009
Miami, Florida

Respectfully submitted,
/s/ Carmen Contreras-Martinez
David C. Cimo (Fla. Bar No.: 775400)
dcimo@gjb-law.com
Carmen Contreras-Martinez (Fla. Bar No.: 093475)
ccontreras@gjb-law.com
GENOVESE JOBLOVE & BATTISTA, P.A.
4400 Bank of America Tower
100 Southeast Second Street
Miami, Florida 33131
Telephone: (305) 349-2300
Facsimile: (305) 349-2310
Attorneys for Receiver Jonathan E. Perlman, Esq.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via facsimile, CM/ECF, and /or first-class postage prepaid U.S. Mail to all Parties on the attached service list this 13th day of April, 2009.

/s/ Carmen Contreras-Martinez
Carmen Contreras-Martinez

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SERVICE LIST

**Securities and Exchange Commission v. Creative Capital Consortium, LLC et. al.
CASE NO.: 08-CIV-81565-HURLEY/HOPKINS**

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Attorneys for Yolette Williams
Via Federal Express®

Yolette Williams
8030 Nob Hill Road, Apt. 104
Tamarac, Florida 33321
Via Federal Express®

10061-001/667

EX. "A"

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Mondesir & Alexis Title Services, Inc.
1325 Congress Avenue, Suite 100
Boynton Beach, FL 33426
Property Appraisers Parcel Identification (Folio) Numbers: 9105A00770
Grantee SS #: and

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 12th day of September, 2008 by September, between **AUGUSTO RESTREPO**, a married man joined by his wife, **NOHORA DE RESTREPO**, whose Post Office Address is 7940 North Nob Hill Rd, # 303, Tamarac, FL 33321 herein called the grantor, to **YOLETTE T. WILLIAMS**, a single woman whose post office address is 8030 Nob Hill Road, Apt 104, Tamarac, FL 33321, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

Unit No. U04-303 of EL-AD NOB HILL, a Condominium, according to the Declaration of Condominium recorded in O.R. Book 39458, Page 1134 and all exhibits and amendment thereof, as recorded in the Public Records of Broward County, Florida.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

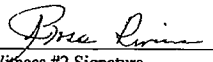
AND, the grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

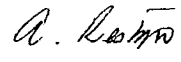
Signed, sealed and delivered in the presence of:



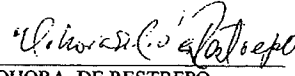
Witness #1 Signature
MICHELLE ARI
Witness #1 Printed Name



Witness #2 Signature
ROSA RIVERA
Witness #2 Printed Name



AUGUSTO RESTREPO
7940 North Nob Hill Road, # 303, Tamarac FL 33321



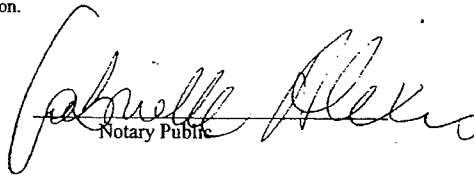
NOHORA DE RESTREPO
7940 North Nob Hill Road, # 303, Tamarac FL 33321

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of September, 2008 by Augusto Restrepo and Nohora De Restrepo who are personally known to me or has produced _____ as identification.

SEAL




Notary Public

Printed Notary Name



Click here to display your 2008 TRIM Notice.

Site Address	7940 N NOB HILL ROAD 4-303 , TAMARAC	ID #	4941 05 AQ 0770
Property Owner	WILLIAMS, YOLETTE T	Millage	3112
Mailing Address	8030 NOB HILL RD APT 104 TAMARAC FL 33321	Use	04

Legal Description	EL-AD NOB HILL CONDO UNIT U04-303
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Property Assessment Values					
Year	Land	Building	Just Value	Assessed / SOH Value	Tax
2009	\$19,950	\$179,570	\$199,520	\$199,520	
2008	\$19,950	\$179,570	\$199,520	\$199,520	\$4,355.58
2007	\$20,930	\$188,380	\$209,310	\$209,310	\$4,471.42

IMPORTANT: The 2009 values currently shown are rollover values from 2008. The real 2009 assessments and portability values will not be finalized until June 1. Please check back here AFTER June 1, 2009, to see the proposed 2009 assessments and portability values.

2009 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$199,520	\$199,520	\$199,520	\$199,520
Portability	0	0	0	0
Assessed/SOH	\$199,520	\$199,520	\$199,520	\$199,520
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$199,520	\$199,520	\$199,520	\$199,520

Sales History -- Search Subdivision Sales				
Date	Type	Price	Book	Page
9/12/2008	WD-Q	\$132,000	45742	14
4/7/2008	QCD-D	\$26,500	45295	1769
8/11/2005	SWD	\$248,500	40548	1403

Land Calculations		
Price	Factor	Type
Adj. Bldg. S.F. (See Sketch)		981

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
31					
R					
1					

EX. "B"

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
(WEST PALM BEACH DIVISION)

CASE NO. 08-81565-CIV-HURLEY/HOPKINS

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

CREATIVE CAPITAL CONSORTIUM,
LLC, A CREATIVE CAPITAL CONCEPTS,
LLC, and GEORGE L. THEODULE,

Defendants.

_____ /

AFFIDAVIT OF MARK BUMAR

STATE OF FLORIDA)
)
COUNTY OF _____)

COMES NOW THE Affiant, Mark Bumar being duly sworn, according to law, upon my oath and says:

1. I am an investigator for the firm The McManus Group, Inc. ("McManus Group"). McManus Group is a licensed private investigation agency staffed mostly by retired United States federal agents with extensive experience in providing an array of security and investigative services, including experience in Receivership matters. McManus Group was hired by the Receiver in this case to provide investigative and security services including coordinating and maintaining security for the receivership entities.

CASE NO. 08-81565-CIV-HURLEY/HOPKINS

2. I am a former Special Agent and Supervisory Special Agent, as well as a Special Investigator. In total, I have approximately thirty seven (37) years of investigative experience. I have approximately thirty one (31) years of investigative experience due to my tenure in several agencies including the United States Immigration & Naturalization Service (INS), the New York State Special State Prosecutor, and the United States Drug Enforcement Administration (DEA). During my tenure at DEA as Supervisory Special Agent, I was involved in different facets of investigations, including those involving money laundering, long term conspiracy cases, financial investigations, foreign operations and those targeting suspects involved in the importation, possession and distribution of illegal substances. Additionally, I have collaborated with State and Assistant United States Attorneys, both civil and criminal, and have had professional associations with members of the defense (attorneys) community.

3. Upon my retirement from DEA in 2003, I immediately entered into a contract with United States Immigration & Customs Enforcement/Department of Homeland Security. I was and continue to be employed as a Senior Investigator in the Asset Identification & Removal Group (AIRG). As such, I assist Special Agents in the development of various types of investigations, specifically focusing on the targeting of assets for seizure and forfeiture, primarily real property. During this time period, I have assisted attorneys and private investigators in cases of a civil nature. Among those I have associated with is the McManus Group, Inc. I currently hold Private Investigator License #C2300155, State of Florida.

4. The matters set forth in this Affidavit are based upon my own personal knowledge of the facts contained herein.

CASE NO. 08-81565-CIV-HURLLEY/HOPKINS

5. On February 3, 2009, I attended the interview of Yolette T. Williams ("Williams") conducted by counsel for the Receiver at the law offices of Genovese, Joblove & Battista, P.A. in Miami, Florida. The interview was also attended by counsel for Williams, Barry Wax, Esq. and the Receiver, Jonathan Perlman, Esq.

6. During her interview, Williams stated that she is the sister of the Defendant, George Theodule ("Theodule"). She became involved in Creative Capital Consortium, LLC ("CCC") in late December 2007 traveling to Georgia and New York with Theodule to learn the business. Williams attended meetings with prospective investment club members to market the CCC investment strategy. During the presentations, potential investors were advised that they would get a return equivalent to doubling their money in three (3) months. After these trips and several presentations with Theodule, Williams created the investment club Dream Makers Capital Investment Club in March 2008. As President of the club, she was responsible for conducting presentations to potential investors and managing the daily operations of the club office.

7. Williams stated that she received \$150,000.00 from Theodule which she utilized to purchase a condominium located at 7940 Nob Hill Road, Tamarac, Florida as an investment property. Further, Williams stated that \$50,000.00 was wire transferred to her account from a CCC account in furtherance of this real estate purchase. Williams admitting that these funds represented a gift which she was not required to pay back. The condo unit is currently leased, earning Williams an income in the amount of \$1000.00 a month.

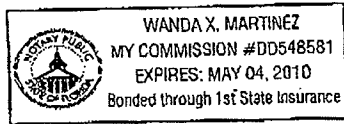
CASE NO. 08-81565-CIV-HURLEY/HOPKINS

FURTHER AFFIANT SAYETH NOT.

Mark Bumar
MARK BUMAR

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 10 day of April, 2009, by MARK BUMAR, who is personally known to me or who has produced as identification personally known to me.



Wanda X. Martinez
Notary Public Signature

Wanda X. Martinez
Notary's name - print

My Commission Expires: 05/04/10

EX. "C"

H

GEORGE THEODULE

Page 5 of 6
 Statement Period
 08-14-08 through 09-12-08
 B 08 E I E P I 8 0030
 Account Number: 2290 1497 2245

Regular Checking Subtractions

Other Subtractions - Continued	Date Posted	Amount(\$)
FL Tr transfer to Chk 7152 Banking Ctr Forest City Confirmation# 0040462889	#0001192 FL 08-29	189,000.00
FL Tr transfer to Chk 8235 Banking Ctr Forest City Confirmation# 0040562551	#0001192 FL 08-29	150,000.00
FL Tr cash withdrawal from Chk 2245 Banking Ctr Forest City Confirmation# 0040916813	#0001192 FL 08-29	9,800.00

Total Other Subtractions \$1,064,300.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	848,277.34	08-22	950,340.54	09-02	64,790.56
08-14	898,268.45	08-25	972,441.87	09-03	77,725.56
08-15	790,769.20	08-28	998,611.64	09-05	79,728.32
08-18	808,558.39	08-27	1,003,692.59	09-08	79,704.36
08-19	833,558.39	08-28	400,883.49	09-10	79,410.48
08-21	947,340.43	08-29	75,696.36		

08/29/08
OSIR0109-01

BANK OF AMERICA OF FLORIDA
EJ REPORT OF TELLER LOG RECORDS

PAGE 89

CITY: 000

BANKING CENTER/TELLER: 0001192002

TLR NO	002	OFF		CASH IN	0.00	DOM ST:	
DATE	08/29/08	REV		CASH OUT	0.00	ACCT #	229015748235
TIME	16:09AM	OVRD				TO TYPE:	DDA
TRNCODE	0025101	ERRS	000 000 000 000 000	TRAN AMT	150,000.00	TO NAME:	YOLETTE
SEQ#						TO NAME	WILLIAMS
FERR						FR ENT:	NFL
						FR ACCT #:	229014072245
						FROM TYPE:	DDA
						FROM AMT:	150,000.00
						FROM NAME:	GEORGE
						FROM NAME:	THEODDULE
						FROM SSN:	361601582
						CCI #:	20082399796
						SERV LVL:	+
						Y/N ID1 :	N
						ID #1 :	4744760209344201
						ID TYPE 1:	CKC
						ID ISSUE1:	FL
						Y/N ID2 :	N
						ID #2 :	T340312604490
						ID TYPE 2:	DRL
						ID ISSUE2:	FL
						QST:	V

TLR NO	002	OFF		CASH IN	0.00	DOM ST:	
DATE	08/29/08	REV		CASH OUT	9,800.00E	ACCT #	229014072245
TIME	16:15AM	OVRD				TO TYPE:	DDA
TRNCODE	0111	ERRS	000 000 000 000 000	TRAN AMT	9,800.00	TO NAME:	GEORGE
SEQ#	0025201					TO NAME	THEODDULE
FERR						FR ENT:	NFL
						FR ACCT #:	229014072245
						FROM TYPE:	DDA
						FROM AMT:	150,000.00
						FROM NAME:	GEORGE
						FROM NAME:	THEODDULE
						FROM SSN:	361601582
						CCI #:	20082399796
						SERV LVL:	+
						Y/N ID1 :	N
						ID #1 :	4744760209344201
						ID TYPE 1:	CKC
						ID ISSUE1:	FL
						Y/N ID2 :	N
						ID #2 :	T340312604490
						ID TYPE 2:	DRL
						ID ISSUE2:	FL
						QST:	V

EX. “D”

AO88 (Rev. 12/07) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 Southern District of Florida

*Atty
accepted*

SECURITIES AND EXCHANGE COMMISSION

SUBPOENA IN A CIVIL CASE

V.

CREATIVE CAPITAL CONSORTIUM, LLC, et al.

Case Number:¹ 08-81565-CIV-HURLEY

TO: YOLETTE WILLIAMS, individually, and as director, officer,
 agent, managing member, member or control persons of
 any and all of the entities set forth in Exhibit "A"
 by serving her attorney: BARRY M. WAX, Esq.
 777 Brickell Avenue, Suite 1210
 Miami, Florida 33131

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. The oral examination will continue from day to day until completed.

PLACE OF DEPOSITION Genovese Joblove & Battista, National City Bank Building, 200 E. Broward Boulevard, Suite 1110, Ft. Lauderdale, FL 33301	DATE AND TIME 2/3/2009 2:00 pm
---	-----------------------------------

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):


SEE EXHIBIT "B"

PLACE Genovese Joblove & Battista, National City Bank Building, 200 E. Broward Boulevard, Suite 1110, Ft. Lauderdale, FL 33301	DATE AND TIME 2/3/2009 2:00 pm
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YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
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Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rule of Civil Procedure 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) 	DATE 1/23/09
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ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
 CARMEN CONTRERAS-MARTINEZ, Esq., Genovese Joblove & Battista, Bank of America Tower, 44th Floor, 100 S.E. Second Street, Miami, FL 33131, (305) 349-2300

(See Federal Rule of Civil Procedure 45 (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

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PROOF OF SERVICE

DATE	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	DATE	SIGNATURE OF SERVER
		ADDRESS OF SERVER

Federal Rule of Civil Procedure 45 (c), (d), and (e), as amended on December 1, 2007:

(c) PROTECTING A PERSON SUBJECT TO A SUBPOENA.

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) **Command to Produce Materials or Permit Inspection.**

(A) **Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) **Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) **Quashing or Modifying a Subpoena.**

(A) **When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) **When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information;
- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or
- (iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(d) DUTIES IN RESPONDING TO A SUBPOENA.

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) **Claiming Privilege or Protection.**

(A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT.

The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

EXHIBIT "A"	
1	ACCESS INVESTMENT CLUB
2	ADVANCE INVESTMENT CLUB
3	ADVANCED INVESTORS CLUB
4	ADVENT INVESTMENT CLUB
5	ALPHA INVESTMENT STRATEGIES
6	AMERIFUND/WEE CLUB
7	BCG INVESTMENT CLUB
8	BRAMIC INVESTMENT CLUB BRAMIC LLC
9	BROTHERHOOD INVESTMENT
10	BROTHERS INVESTMENT CLUB
11	CAMARADERIE INVESTMENT CLUB
12	CHANGED LIFE CONCEPTS, LLC
13	CHOICE INVESTMENT CLUB
14	CITADELLE INVESTMENT CLUB
15	COMMON SENSE INVESTMENT GROUP
16	COMPLETE AUTO REPAYMENT SOLUTIONS CLUB, INC.
17	CREATIVE CAPITAL CONCEPTS
18	CREATIVE CAPITAL CONCEPTS OF BOCA RATON, LLC
19	CREATIVE CAPITAL INVESTMENT GROUP
20	CREDENTIAL INVESTMENT CLUB
21	CROWN AMBASSADOR INVESTMENT CLUB, LLC
22	DISCOVERY INVESTMENT CLUB
23	DIVERSITY CAPITAL INVESTMENT
24	DIVINE ALLIANCE
25	EAGLE PRIVATE INVESTMENT CLUB
26	EAGLE VISION VENTURES
27	EARLYVIEWS, INC.
28	EAST BROWARD PRIVATE INVESTMENT CLUB
29	EDMONDS INVESTMENT GROUP
30	ELECTRIC CAPITAL SOLUTIONS
31	ENVISION CAPITAL INVESTMENTS
32	EXCELLENCE PRIVATE INVESTMENT CLUB
33	EXPLORATION CAPITAL INVESTMENT GROUP
34	FAITH LDA INVESTMENT CLUB
35	FAMILY AND FRIENDS INVESTMENT CLUB
36	FINANCIAL CHAMPIONS INVESTMENT CLUB
37	FINANCIAL MIRACLES SOLUTIONS
38	FIRST AMERICAN INVESTORS
39	FREEDOM SEEKERS
40	FUTURE WEALTH SOLUTIONS, LLC

41	G-TRADE CAPITAL ADVISORS, LLC
42	G-TRADE CAPITAL MANAGEMENT, LLC
43	GLOBAL EMPOWERMENT INVESTMENT CLUB
44	GLOBAL PRIVATE INVESTMENT CLUB
45	GNL CAPITAL INVESTMENT GROUP
46	GOAL MIND INVESTMENT CLUB
47	GOLDEN CONCEPTS INTERNATIONAL
48	GOLDEN INVESTMENT CLUB
49	HOLLYWOOD PRIVATE INVESTMENT CLUB
50	INCOME SOLUTION INVESTMENT CLUB
51	INNOVATIVE INVESTMENT GROUP
52	INTEGRITY PRIVATE CLUB
53	INVESTMENT PARTNERS GROUP
54	INVESTOPEDIA
55	LEADING DIVERSITY INVESTMENT CLUB
56	MASTER GROUP CAPITAL INVESTMENT
57	METRO INVESTMENT CLUB
58	MILESTONE INVESTMENT CLUB
59	MILLENIUM INVESTMENT CLUB, LLC
60	MONEY DEPOT INVESTMENT CLUB
61	MONTE CHRISTO INVESTMENT CLUB
62	NEW CONCEPTS INVESTMENT CLUB
63	NEW LEVEL INVESTMENT GROUP
64	NEW STARTER INVESTMENT
65	NOVA INVESTMENT CLUB
66	ORION INVESTMENT CLUB
67	PARTNERSHIP INVESTMENT CLUB, LLC
68	PINC, LLC
69	PINC 2, LLC
70	PINGUIS CLUB
71	PLATINUM INVESTMENT CLUB a/k/a PLATINUM INVESTORS, INC.
72	PREMIUM INVESTMENT CLUB
73	PRESTIGE MANAGEMENT INVESTMENT SVC
74	PRODUCTIVE CAPITAL CONCEPT
75	PROGRESSIVE CAPITAL CONCEPTS
76	PROGRESSIVE INVESTMENT CLUB
77	RAMARICH INVESTMENT CLUB
78	REAL WORLD BUSINESS INVESTMENT
79	REVERSE AUTO LOAN
80	ROYALTY INVESTMENT CLUB
81	SALOMON INVESTMENT CLUB
82	SAPPHIRE INVESTMENT CLUB
83	SECURED INVESTMENT GROUP INC.
84	SOUTH DADE PRIVATE INVESTMENT CLUB
85	SOUTHERN FLORIDA INVESTMENT GROUP OF ORLANDO
86	STRATEGY FINANCIAL TRADE

EXHIBIT "B"
(NON-PARTY)

INSTRUCTION AND DEFINITIONS

Unless otherwise specified, the following words and terms as used herein shall, when utilized, mean as follows:

I. Instructions

A. This document request is continuing in nature. When new knowledge or information comes to your attention you shall supplement the information supplied in the answers to the document request forthwith.

B. For each and every Request herein, you shall produce documents in your possession, custody, or control which shall include, but not be limited to, documents, objects or articles described that are in your possession or for which you have the right to secure the original or a copy from another person or entity. The fact that your investigation is continuing or discovery is incomplete is not an excuse for your failure to respond to each request as fully and completely as possible. Your responses should consist of information known to you through yourself, your agents, your attorneys, your employees, or your representatives. All documents produced pursuant to this request are to be produced as they are kept in the usual course of business, and shall be organized and labeled (without permanently marking the item produced) so as to correspond with the categories of each numbered request hereof. If copies or drafts exist of a document, the production of which has been requested herein, produce and submit for inspection and copying each and every copy and draft which differs in any way from the original document or from any copy or draft.

C. If at any time you had possession, custody, or control of any document requested herein, and such document has been lost, destroyed, discarded, or is not presently in your possession, any such documents shall be identified as completely as possible by providing the following information:

1. The name(s) of the author(s) of the document;
 2. The name(s) of the person(s) to whom the documents or copies were sent;
 3. The date of the document;
 4. The date on which the document was received by each addressee, copyee, or its recipients;
 5. A complete description of the nature and subject matter of the document;
 6. The date on which the document was lost, discarded, or destroyed;
- and

