

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

CASE NO. 09-20865-CIV-HURLEY/HOPKINS  
(Ancillary Proceeding to U.S.D.C. Case No. 08-81565-CIV-HURLEY/HOPKINS)

JONATHAN E. PERLMAN, Esq., as court  
appointed Receiver of Creative Capital  
Consortium, LLC, et al.,

Plaintiff,

v.

GABRIELLE ALEXIS, et al.,

Defendants.

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**RECEIVER'S MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT**

The Plaintiff, JONATHAN E. PERLMAN, Esq., the court-appointed Receiver (the "Receiver") of Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC, United Investment Club, LLC, Reverse Auto Loan, LLC, Wealth Builders Circle, LLC, The Dream Makers Capital Investment, LLC, G\$ Trade Financial, Inc. and Unity Entertainment Group, Inc. (collectively, the "Receivership Entities"), hereby files this Motion for Entry of Default Final Judgment against defendants Gabrielle Alexis, an individual, the Law Offices of Gabrielle Alexis, P.A., a Florida professional association, and Mondesir & Alexis Title Services, Inc., a dissolved Florida corporation (collectively referred to herein as the "Defendants").

1. On October 9, 2009, the Receiver filed his amended complaint (the "Complaint") against Gabrielle Alexis, an individual, the Law Offices of Gabrielle Alexis, P.A., a Florida professional association, and Mondesir & Alexis Title Services, Inc., a dissolved Florida corporation, the defendants in the above-styled action. [DE 17].

2. On October 5, 2009, Medmarc Casualty Insurance Company, a Vermont corporation, operating as a validly licensed insurance company providing professional liability insurance coverage in the State of Florida (the “Insurer”) filed a complaint in the United States District Court for the Southern District of Florida for rescission of the Defendants’ policy and declaratory relief against Alexis, GAPA and the Receiver in the action styled *Medmarc Casualty Insurance Company v. Gabrielle Alexis, Gabrielle Alexis, P.A. and Jonathan Perlman, as Court Appointed Receiver of Creative Capital Consortium, LLC, et al.*, (Case No. 09-61585-CIV-ZLOCH).

3. On February 23, 2010, the Defendants, the Insurer and the Receiver (the “Settling Parties”) entered into a settlement to resolve and settle the lawsuits on the terms and conditions contained in a stipulation of settlement (the “Stipulation of Settlement”). A copy of the Stipulation of Settlement is attached hereto as Exhibit “A.”

4. On March 3, 2010, the Receiver filed his Motion for Approval of Settlement Agreement and Final Judgment and Request for Hearing (“Motion for Approval”). The Motion for Approval requested approval of the Stipulation of Settlement and incorporated by reference a Consent Final Judgment duly executed by each Defendant. [DE 37].

5. After a hearing, this Court granted the Motion for Approval and entered its Order Approving Motion for Approval of Settlement Agreement [DE 43] and Consent Final Judgment incorporating by reference the Stipulation of Settlement. [DE 44].

6. According to paragraph 3 of the Stipulation of Settlement, the Defendants were obligated to pay the Receivership the sum of \$190,000.00 on or before March 31, 2010. The

Defendants have failed to timely make the Settlement Payment and as such are in default of the Stipulation of Settlement.<sup>1</sup>

7. The Receiver issued the requisite Notice of Default to the Defendants allowing the Defendants ten (10) days within which to cure their default under the terms of the Stipulation of Settlement. The cure period ended on April 21, 2010 and no payment has been made to the Receivership. A copy of the Notice of Default is attached hereto as Exhibit "B."

8. Accordingly, pursuant to paragraph 8 of the Stipulation of Settlement, the Receiver is entitled to entry of a Default Final Judgment in the amount of \$750,000.00.

9. Pursuant to the Consent Final Judgment, this Court has jurisdiction over this action for purposes of interpreting, enforcing or modifying the judgment, including the incorporated Stipulation of Settlement, and for the purpose of granting such additional relief that may be necessary and appropriate.

WHEREFORE, the Receiver respectfully requests the Court enter a Default Final Judgment in the amount of \$750,000.00 against the Defendants, Gabrielle Alexis, an individual, the Law Offices of Gabrielle Alexis, P.A., a Florida professional association, and Mondesir & Alexis Title Services, Inc., jointly and severally. A proposed order is attached hereto as Exhibit "C."

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<sup>1</sup> In addition, Defendant Gabrielle Alexis was to transfer ownership of two real properties to the Receivership as set forth in paragraphs 5 & 6 of the Stipulation of Settlement within twenty-five days of the Court's Order or April 6, 2010. Ms. Alexis has failed to transfer ownership of the properties within the cure period and is therefore in further default of the Stipulation of Settlement.

Dated: April 23, 2010  
Miami, Florida

Respectfully submitted,

By: s/ David C. Cimo

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### **CERTIFICATE OF SERVICE**

I hereby certify that on April 23, 2010 the foregoing document was electronically filed with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

s/ David C. Cimo

**SERVICE LIST**

**JONATHAN E. PERLMAN, ESQ., as court appointed Receiver of Creative Capital  
Consortium, LLC, et al. v. GABRIELLE ALEXIS, et al.  
CASE NO. 09-20865-CIV-HURLEY/HOPKINS  
United States District Court, Southern District of Florida**

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