

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

CASE NO. 12-_____-CIV-HURLEY/HOPKINS
(Ancillary Proceeding to Case No. 08-81565-CIV-HURLEY/HOPKINS)

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

Plaintiff,

v.

REGENCY REALTY GROUP, INC.
Defendant.

**COMPLAINT FOR DAMAGES AND TO AVOID AND RECOVER FRAUDULENT
TRANSFERS AND FOR OTHER RELIEF**

The Plaintiff, Jonathan E. Perlman, Esq., the court-appointed Receiver (the “Receiver”) of Creative Capital Consortium, LLC (“Creative Capital”), and related entities (collectively, the “Receivership Entities”)¹ sues the Defendants, Regency Realty Group, Inc. (the “Defendant”) and alleges:

THE PARTIES, JURISDICTION AND VENUE

1. The Receiver was appointed by the United States District Court for the Southern District of Florida pursuant to this Court’s Order dated December 29, 2008, as amended, (the “Receivership Order”) in the action styled: *The United States Securities and Exchange Commission* (the “SEC”) v. *Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC and George L. Theodule*, Case No. 08-81565-CIV-HURLEY/HOPKINS, pending in the United States District Court, Southern District of Florida (the “SEC Receivership Action”).

¹ 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.

2. Under the terms of the Receivership Order, the Receiver is authorized to investigate the affairs of the Receivership Entities, to marshal and safeguard the assets of the Receivership Entities, and to institute legal proceedings for the benefit of the Receivership Entities and their respective investors and creditors.

3. Pursuant to the Receivership Order, the Receiver is authorized and has standing to assert claims against third parties including, but not limited to, all legal and equitable claims available to the Receivership Entities prior to the institution of the SEC Receivership Action.

4. This Court has personal jurisdiction over the Defendant pursuant to 28 U.S.C. §§ 754, and 1692.

5. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 754, 1367 and 1692. Venue is proper in this Court.

6. At all times material hereto, George Theodule (“Theodule”) was an officer, director, managing agent, principal, and/or control person of each of the Receivership Entities. Theodule is a named defendant in the SEC Receivership Action.

7. Defendant Regency Realty Group, Inc. (“Regency Realty”) is a Florida corporation whose address is One Independent Drive, Suite 114 Jacksonville, Florida 32202.

FACTS COMMON TO ALL COUNTS

8. From November of 2007, and throughout 2008, prior to the appointment of the Receiver, Theodule, using the Receivership Entities, operated a massive and widespread Ponzi scheme promising victims a quick and handsome profit on their investment due to his securities trading strategy. Theodule, a Haitian national, mainly targeted Haitian-Americans living in the metropolitan areas of South Florida, Atlanta, Georgia, Chicago, Illinois, and New Jersey and used his Haitian roots to shamelessly gain their trust and confidence.

9. Theodule promised his victims that he would double their investments in 90 days, with little or no financial risk. Under Theodule's direction, more than 100 "investment clubs" were organized as vehicles to gather and collect the illicitly obtained investment proceeds. The Receivership Entities, directed by Theodule, paid false "profits" to initial investors to trick future investors into believing that the promise of outrageous financial returns was a reality. Prior to intervention by the SEC in December of 2008, the fraud perpetrated upon unwitting investors by Theodule had culminated in the theft and misappropriation of more than \$68 million, comprised largely of hard-earned savings and retirement funds of the working class Haitian-American community.

10. On December 29, 2008, the SEC filed a Complaint for Injunctive and Other Relief against Theodule, and two of the Receivership Entities, namely, Creative Capital Consortium, LLC ("Creative Capital") and A Creative Capital Concept\$, LLC (collectively, the "Creative Capital Entities"). The SEC alleged that Theodule and the Creative Capital Entities fraudulently sold unregistered securities and violated various sections of the Securities Exchange Act of 1934 (the "Exchange Act"). The SEC further sought the appointment of a receiver for the Creative Capital Entities.

11. On December 29, 2008, the Court entered the Receivership Order and the Receiver was appointed to oversee the Creative Capital Entities. On December 31, 2008, the Court expanded the Receivership to include United Investment Club, LLC and Reverse Auto Loan, LLC. On September 21, 2009, the Receivership Order was amended again and the Receivership was further expanded to include Wealth Builders Circle, LLC, The Dream Makers Capital Investment, LLC, G\$Trade Financial, Inc., and Unity Entertainment Group, Inc.

12. In the Receivership Action, the SEC sought a permanent injunction against Theodule and the Creative Capital Entities to prevent further violations of the Exchange Act. Additionally, the SEC demanded the entry of an order against Theodule and the Creative Capital Entities seeking: (1) a sworn accounting of all proceeds received, directly or indirectly, as a result of various securities law violations; (2) disgorgement, with prejudgment interest, of any ill-gotten gains received; (3) the imposition of civil penalties pursuant to section 21(d) of the Exchange Act; (4) the freezing of all assets pending resolution of the SEC's claims; (5) the repatriation to the territory of the United States all funds and assets of investors; and (6) the preservation of all records in their possession, custody, or control.

13. The Creative Capital Entities, by and through the Receiver, consented to the relief demanded by the SEC. Theodule contested the SEC's claims, and on January 6, 2009, subsequent to an evidentiary hearing, the Court entered an order granting the SEC's request for injunctive and other relief against Theodule and the Creative Capital Entities. In March 2010, permanent injunctions were issued against the Creative Capital Entities and Theodule, effectively halting the business operations of Theodule and the Creative Capital Entities and the further fraudulent and illegal sale of securities by Theodule. Theodule agreed to the entry of a multimillion dollar consent judgment. Efforts to collect on the judgment and other assets have been thwarted by Theodule's invocation of his Fifth Amendment Privilege as to all substantive questions relating to the books and records of the Receivership Entities at multiple depositions.

14. Subsequent to his appointment, the Receiver determined that the Receivership Entities had no legitimate business operations. The Receiver also determined that so-called "profit" payments initially made to investors by the Receivership Entities, in fact, came from

money raised from other investors, confirming that the Receivership Entities operated as nothing more than a classic Ponzi scheme.

15. Since his appointment, the Receiver and his professionals have attempted to locate and recoup money illegally raised from investors by the Receivership Entities and the proceeds thereof. To that extent, the Receiver has and is initiating lawsuits against persons who illegally diverted assets from the Receivership Entities' possession, and who are otherwise liable to the Receiver for damages.

**THE FRAUDULENT INVESTMENT SCHEME
OF THE RECEIVERSHIP ENTITIES**

A. Overview of the Creative Capital Sales Pitch

16. Holding himself out as a Christian pastor, Theodule ingratiated himself with Haitian-American investors by claiming he was offering his investment expertise to help build wealth within the Haitian community. Theodule falsely claimed that part of the trading profits garnered by the Receivership Entities were used to fund start-up companies and other business projects in the Haitian-American community and in the countries of Haiti and Sierra Leone.

17. Investors were attracted primarily through word-of-mouth. Theodule and others appointed by him, made representations during face-to-face meetings with small groups in which they touted the ability to double investor funds in just 90 days by trading stocks and options. The presentations were rudimentary, typically depicted on dry erase boards or flip charts without any other significant written information or evidence to support the verbal representations made.

18. Theodule stressed to potential investors the need to begin investing as soon as possible in order to take full advantage of the proposed high rates of return. For example, Theodule told at least one investor that he had made millionaires out of a significant number of people in the time it had taken her to decide to invest, and pressured her to liquidate the equity in

her home to invest with him.

19. The presentations emphasized the safety and security of investing with the Receivership Entities. They guaranteed prospective investors 100% (double) returns with no risk, and claimed to invest in the stocks and options of well-known companies such as Google, John Deere, Monsanto, Best Buy, Gamestop, and others.

B. Investor Funds Are Raised Through a Network of Investment Clubs under the Auspices of a Bogus, Self-Regulatory Agency

20. To add to the investors' false sense of security, Theodule created Smart Investment Management Services, LLC ("SIMS"), a Florida limited liability company, purportedly to help the investors form their investment clubs and to operate as a regulatory agency to protect investors through independent verification and monitoring of their deposits.

21. Although Theodule informed investors that SIMS was an independent public regulatory agency, in reality, SIMS was just a private company with no regulatory authority or investment expertise whatsoever. SIMS was operated by a former employee of Creative Capital, a company used by Theodule as a major hub for channeling investment funds collected in the operation of the Ponzi scheme.

22. The investment clubs pooled investor funds and sent them to Creative Capital and certain other of the Receivership Entities for an anticipated 90-day period, during which time the investors believed that Theodule would trade stocks and options on their behalf to multiply their investments as promised.

23. The members of the investment clubs did not participate in making investment decisions, rarely held club meetings, and deposited funds exclusively with the Receivership Entities as opposed to seeking a broader spectrum of investment opportunities. The investment

clubs served exclusively as a mechanism to funnel funds to the Receivership Entities, and then to Theodule himself, his wife, Dorothy, and to his friends and family.

24. The investment clubs typically required a minimum \$1,000 investment deposit. Investors were precluded from withdrawing the investment funds during the purported 90-day investment period. The investment clubs pooled the investor funds, and remitted the money to Creative Capital and other Receivership Entities, minus a 10% club commission.

25. At the end of the 90-day investment period, when the Receivership Entities had purportedly doubled the investment amount, principal and profits were to be returned back to the investment clubs, minus a 40% commission paid to the Receivership Entities on the investment profits. Prior to distributing the proceeds to the individual club members, the investment clubs would be paid yet a second 10% commission on the investment principal.

26. Some of the initial investors were paid double “returns” on their investments in accordance with the investment plan presented by Theodule. “Commissions” were also paid to the Receivership Entities and investment clubs and reflected upon the investment statements of some of the initial investors. However, the stated investment returns and paid commissions were pure fiction. The false returns were paid for no other purpose but to perpetrate the Ponzi scheme and to encourage potential new investors to join the charade.

C. Funds Lost Due to the Ponzi Scheme

27. Theodule hid his scheme from investors by transferring approximately \$20.8 million from new investor funds to investment clubs, falsely calling the payments profit and return of principal.

28. Theodule ultimately misappropriated investment funds in excess of \$20.6 million for his personal use. This amount includes transfers of \$18.1 million to Theodule’s personal

brokerage accounts, over \$2 million to Theodule's personal bank accounts, including cash withdrawals of more than \$1 million, and more than \$700,000 for personal expenses. Theodule also misappropriated an additional \$23.6 million that he gave to his wife, friends, family and associates.

29. At all times material hereto, the Receivership Entities were undercapitalized and insolvent.

D. The Dolce Regency Transaction

30. On or about March 27, 2008, Creative Capital executed a Retainer Agreement with attorney Gabrielle Alexis, ("Alexis"), and Law Offices of Gabrielle Alexis, P.A., a Florida professional association ("GAPA") (the "Retainer Agreement") whereby Alexis and her law firm agreed to provide outside "general counsel" legal services to Creative Capital. The Retainer Agreement further described the legal services as follows:

to include but are not limited to: providing necessary legal advice to CLIENT on issues *related to Real Estate Transactions, Mortgage Programs and Contracts; reviewing purchase agreements for accuracies in preparation for closings of the transactions; preparing agreements between partners of the Real Estate programs with CLIENT*; preparing contracts and agreements for individuals desiring to participate in the different mortgage programs that CLIENT will offer.

(emphasis added).

31. On or about May 29, 2008, Theodule, as sole managing member, formed Dolce Regency, LLC., a limited liability company, for the purpose of investing in real estate, including the purchase of a large, multi-unit condominium and hotel development project in Orlando, Florida. Subsequently on or about July 24, 2008, Theodule authorized an amendment to the Articles of Organization, changing the name of Dolce Regency, LLC. to Dolce Regency Suites,

LLC, a Florida limited liability company (“Dolce Regency”) and adding as manager Pacific Atlantic Investment, LLC., a limited liability company.

32. In reality however, contrary to Dolce Regency’s Articles of Organization, Creative Capital, not Theodule, is the actual owner of Theodule’s membership interests in Dolce Regency. The funding for the real estate transactions contemplated by Dolce Regency was accomplished using cash assets/money invested by Creative Capital investors, consistent with Theodule’s practice of acquiring Creative Capital assets in his own name as nominee for Creative Capital.

33. Furthermore, Alexis and GAPA, Creative Capital’s attorneys, had only one client – Creative Capital – for whom Alexis was performing and being compensated for real estate related legal services under the written Retainer Agreement.

34. On or about August 12, 2008, Theodule, as a managing member of Dolce Regency, executed a Membership Interest Purchase and Sale Agreement (the “Dolce Purchase Agreement”), pursuant to which Dolce Regency acquired a 100% membership interest in Regency Suites I, LLC (“Regency Suites I”), a Florida limited liability company and the owner and developer of the proposed Regency Suites hotel-condominium, a 364,000 square foot real estate development project consisting of 325 mixed-use residential and hotel units located on Regency Suites Drive in Orlando, Florida (the “Regency Property.”)

35. The Dolce Purchase Agreement expressly disclosed Alexis and GAPA as counsel for Dolce Regency in connection with their purchase of the Regency Suites I membership interests. Dolce Regency’s purchase of these membership interests, used as the vehicle to acquire ownership of the Regency Property, was directly within the scope of Retainer Agreement among Creative Capital and GAPA, which defined GAPA and Alexis’ legal services as being

“related to Real Estate Transactions, Mortgage Programs and Contracts; reviewing purchase agreements for accuracies in preparation for closings of the transactions; and preparing agreements between partners of the Real Estate programs.”

36. In the weeks prior to the purchase of the Regency Property, Theodule informed a number of investment club presidents and investors in Creative Capital that he was planning to use a portion of the funds they had invested in Creative Capital to purchase of the Regency Property. Certain of Creative Capital’s investors travelled to Orlando with Theodule to view the Regency Property in connection with the potential purchase by Creative Capital.

37. On or about June 23, 2008, in contemplation of the purchase of the Regency Property, Theodule caused \$11 million dollars belonging to Creative Capital investors to be transferred to an existing Creative Capital client trust account formed by Alexis and GAPA for and on behalf of Creative Capital (the “Creative Capital Trust Account.”)

38. On August 13, 2008, in contemplation of the purchase of the Regency Property, Creative Capital, by and through Alexis and GAPA, transferred \$7 million of the \$11 million dollars transferred to the Creative Capital Trust Account to an escrow account established by the law offices of Dean, Mead, Edgarton, Bloodworth, Capuano, and Bozarth, P.A, (the “Dean Mead Law Firm”) as escrow agent for the sale of the Regency Property (the “Dolce Transfer.”). Theodule and GAPA subsequently transferred the \$4 million dollars remaining in the Creative Capital Trust Account to a trading account at Options Express, where they traded the account in the same fashion as many other investors’ accounts.

39. Subsequent to the Dolce Transfer, and beginning on or about August 29, 2008, Dolce Regency, by and through the Dean Mead Law Firm, caused certain transfers to be made from the Dolce Transfer funds to and for the benefit of Regency Realty of approximately Two

Million Four Hundred Thousand Dollars (\$2,400,000.00) (the “Regency Transfer.”) The Regency Transfer was made in the form of initial closing disbursements associated with the sale of the Regency Property and subsequent transfers from the escrow account of the Dean Mead Law Firm.

40. The Dean Mead Law Firm, in its capacity as escrow agent for Dolce Regency in connection with sale of the Regency Property, acted as a mere conduit for purposes of the Dolce Transfer as that term is defined under Florida law, and was without dominion or control over the funds transferred to its escrow account.

COUNT 1
Action to Avoid and Recover
Fraudulent Transfers Made By Dolce Regency as Debtor Pursuant
to Chapter 726 of The Florida Statutes

(Against Defendant as Initial Transferee)

41. The Receiver realleges paragraphs 1 through 41 above as if fully set forth herein.

42. The Dolce Transfer was an unauthorized transfer of Creative Capital funds to Dolce Regency. Creative Capital has certain legal claims against Dolce Regency for damages incurred in connection with the Dolce Transfer. Creative Capital is therefore a “creditor” of Dolce Regency as that term is defined by the Florida Uniform Fraudulent Transfer Act at Florida Statutes § 726 .101 et seq. (“FUFTA.”) The Receiver stands in the shoes of Creative Capital, and is also a creditor of Dolce Regency.

43. As a result of the Dolce Transfer, and at all times material hereto, Dolce Regency is a “debtor” as that term is defined by FUFTA.

44. The Regency Transfer rendered Dolce Regency unable to pay the claims of the Receiver and Creative Capital, in their respective capacities as creditors of Dolce Regency under FUFTA.

45. Pursuant to Chapter 726 of the Florida Statutes, the Receiver may avoid any transfer of an interest of the debtor in property, or any obligation incurred by the debtor, that was made within four (4) years before the date of the filing of the petition, if the debtor voluntarily or involuntarily –

(A) made such transfer or incurred such obligation with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted; or (B)(i) received less than a reasonably equivalent value in exchange for such transfer or obligation; and (ii)(I) was insolvent on the date that such transfer was made or such obligation was incurred, or became insolvent as a result of such transfer or obligation; (II) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the debtor was an unreasonably small capital; or (III) intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured.

46. Pursuant to Chapter 726 of the Florida Statutes, the Receiver may recover, for the benefit of the estate, the property transferred, or, if the court so orders, the value of such property, from – (1) the initial transferee of such transfer or the entity for whose benefit such transfer was made; or (2) any immediate or mediate transferee of such initial transferee.

47. The Regency Transfer constituted a transfer of an interest in property of Dolce Regency to Regency Realty within four years under Chapter 726 of the Florida Statutes.

48. Dolce Regency did not receive reasonably equivalent value for the Regency Transfer, and Dolce Regency : (i) was insolvent at the time of the Regency Transfer or became insolvent as a result thereof; (ii) was engaged or was about to engage in a business or transaction for which the remaining assets of Creative Capital were unreasonably small in relation to the business or transaction; or (iii) intended to incur, or believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they came due.

49. In addition, Dolce Regency made the Regency Transfer with the actual intent to hinder, delay or defraud creditors of Dolce Regency and such transfer was not received in good faith by Regency Realty. Among other badges of fraud, at or near the time of the Dolce Transfer, Dolce Regency: (i) was insolvent; (ii) was not paying its debts as they became due; (iii) did not receive reasonably equivalent value for the Regency Transfer; (iv) had, through its principals, defrauded creditors of millions of dollars; and (v) absconded.

50. As a result of the above, the Receiver can avoid the Regency Transfer to Regency Realty pursuant to Chapter 726 of the Florida Statutes and recover the value thereof from Regency Realty.

WHEREFORE, the Receiver demands judgment against Regency Realty as follows: (i) determining that the Regency Transfer was fraudulent and avoiding and recovering the value thereof from Regency Realty; (ii) awarding pre-judgment interest; and (iii) for any other relief the Court deems appropriate.

COUNT 2
Action to Avoid and Recover
Fraudulent Transfers Made By Creative Capital as Debtor Pursuant
to Chapter 726 of The Florida Statutes

(Against Defendant as Subsequent Transferee)

51. The Receiver realleges paragraphs 1 through 50 above as if fully set forth herein.

52. Since the inception of the Ponzi scheme by Theodule, numerous cash transfers were conducted among and between the Receivership Entities and Creative Capital as part of the business operations of the Receivership Entities. Specifically, the following five Receivership Entities (the "Receivership Creditors") transferred the following cash amounts to Creative Capital during the time period from February 2008 to December 2008 (the "Creditor Transfers"):

53.

Receivership Entity Transferor	Amount Transferred	Creative Capital Transferee
Wealth Builders Circle	\$1,260,214.06	
United Investment Club	\$2,529,967.10	
Reverse Auto Loan	\$422,589.35	
G\$Trade Financial	\$1,184.22	
The Dream Makers Capital Investment	\$714,725.60	
		\$4,928,680.33 TOTAL

54. The Creditor Transfers were made by the Receivership Creditors to Creative Capital as business transactions for alleged investment purposes. The Receivership Creditors fully expected an accounting and return of the Creditor Transfers, and a profit upon the invested funds. However the funds were not returned, but were instead misused by Creative Capital, Theodule and others in connection with the ongoing Ponzi scheme.

55. As a result of the Creditor Transfers and the legal claims of the Receivership Creditors created in connection therewith, the Receiver standing in the shoes of the Receivership Creditors is a “creditor” of Creative Capital, as defined by the Florida Uniform Fraudulent Transfer Act at Florida Statutes § 726 .101 et seq. (“FUFTA.”).

56. Conversely, as a result of the creditor claims among Receivership Entities, at all times material hereto, Creative Capital is a “debtor” with respect to the Receivership Entities as defined by FUFTA.

57. The Dolce Transfer is a “voidable” transfer under FUFTA, and furthermore rendered Creative Capital unable to pay the claims of the Receiver, and the Receivership Creditors in their respective capacities as creditors of Creative Capital under FUFTA.

58. The Regency Transfer arises from funds received by Dolce Regency in connection with the Dolce Transfer. Regency Realty took the Regency Transfer as a subsequent transferee of the Dolce Transfer without value and with a lack of good faith pursuant to Florida Statutes § 726.109, and the Receiver may recover the value of the Regency Transfer from Regency Realty.

WHEREFORE, the Receiver demands judgment against Regency Realty recovering the value of the Regency Transfer, awarding pre-judgment interest; and for any other relief the Court deems appropriate.

COUNT 3
Conversion

59. The Receiver realleges paragraphs 1 through 58 above as if fully set forth herein.

60. At all material times, Regency Realty knew that the Regency Transfer was in fact the property of Creative Capital which was being wrongfully used and misappropriated by Theodule.

61. By virtue of their acts and omissions, Regency Realty engaged in unauthorized acts that caused the wrongful dissipation and transfer of such funds which deprived Creative Capital of their property permanently, which deprivation was and remains inconsistent with ownership of Creative Capital's interest in the Regency Transfer.

62. The Defendant had knowledge of the above alleged facts at the time the conversion occurred.

63. Based upon the foregoing, the Defendant is liable for all damages proximately caused by its acts and omissions, including but not limited to the loss of the Regency Transfer transferred to Regency Realty.

WHEREFORE, the Receiver demands judgment against Regency Realty for compensatory damages, punitive damages and special damages including attorneys' fees, pre-judgment interest, court costs and for such other relief this Court deems appropriate.

COUNT 4
Unjust Enrichment

64. The Receiver re-alleges paragraphs 1 through 62 above as if fully set forth herein.

65. This is a claim for unjust enrichment.

66. At all material times, Regency Realty knew that the Regency Transfer was in fact the property of Creative Capital which was being wrongfully used and misappropriated by Theodule.

67. The Receivership Entities, via Dolce Regency, conferred a benefit on Regency Realty in the form of the Regency Transfer.

68. Regency Realty knowingly and voluntarily accepted and retained the benefit conferred upon it by the Regency Transfer.

69. The circumstances are such that it would be inequitable and unjust for Regency Realty to retain the benefit conferred by the Receivership Entities via Dolce Regency without paying the Receiver the value thereof.

70. Regency Realty has been unjustly enriched by virtue of the Regency Transfer at the expense of Creative Capital.

71. The Receiver is entitled to the return of those amounts in which Regency Realty was unjustly enriched through disgorgement or any other appropriate remedy.

WHEREFORE, the Receiver respectfully requests this Court enter judgment against Regency Realty in the amount that it was unjustly enriched, together with interest and costs, and for such further relief as the Court may deem just and proper.

COUNT 5
Imposition of Constructive Trust or
Equitable Lien

72. The Receiver re-alleges paragraphs 1 through 70 above as if fully set forth herein.

73. This is a claim for the imposition of a constructive trust or equitable lien..

74. At all material times, Regency Realty knew that the Regency Transfer was in fact the property of Creative Capital which was being wrongfully used and misappropriated by Theodule.

75. The Receivership Entities, via Dolce Regency, conferred a benefit on Regency Realty in the form of the Regency Transfer.

76. Regency Realty knowingly and voluntarily accepted and retained the benefit conferred upon it by the Regency Transfer.

77. The circumstances are such that it would be inequitable and unjust for Regency Realty to retain the benefit conferred by the Receivership Entities via Dolce Regency without paying the Receiver the value thereof.

78. Regency Realty has been unjustly enriched by virtue of the Regency Transfer at the expense of Creative Capital.

79. The Receiver is entitled to the return of those amounts in which Regency Realty was unjustly enriched through disgorgement or any other appropriate remedy.

WHEREFORE, the Receiver respectfully requests this Court enter judgment against Regency Realty imposing a constructive trust and/or equitable lien in the amount that it was unjustly enriched, together with interest and costs, and for such further relief as the Court may deem just and proper.

Dated: May 2, 2012
Miami, Florida

Respectfully submitted,

By: /s/ David P. Lemoie

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10061-029/009

JS 44 (Rev. 2/08)

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 THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

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

(b) County of Residence of First Listed Plaintiff Dade County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

David P. Lemoie, Esq.
Genovese, Joblove & Battista, P.A.
100 S.E. 2nd Street, Suite 4400
Miami FL 33131

DEFENDANTS

REGENCY REALTY GROUP, INC., a Florida Corporation

County of Residence of First Listed Defendant Duval
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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

- 1 U.S. Government Plaintiff
 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
 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 (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input 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	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 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"/> 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"/> 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"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <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"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

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

- 1 Original Proceeding 2 Removed from State Court 3 Re-filed- (see VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page):
a) Re-filed Case YES NO b) Related Cases YES NO
JUDGE Hurley/Hopkins DOCKET NUMBER 08-81565

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 754 §1367 §1692 Civil action by court-appointed Receiver
LENGTH OF TRIAL via 2-3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** 2,400,000.00 **CHECK YES only if demanded in complaint: JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

[Handwritten Signature]

5/2/12

FOR OFFICE USE ONLY

AMOUNT RECEIPT # IFP

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

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

Plaintiff

v.

REGENCY REALTY GROUP, INC.

Defendant

)
)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Regency Realty Group, Inc.
F&L Corp., Registered Agent
One Independent Drive, Suite 1300
Jacksonville, FL 32202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

David P. Lemoie, Esq.
Carmen Contreras-Martinez, Esq.
Genovese, Joblove & Battista, P.A.
100 S.E. 2nd Street, Suite 4400
Miami, FL 33131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: