

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

CASE NO. _____
(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.

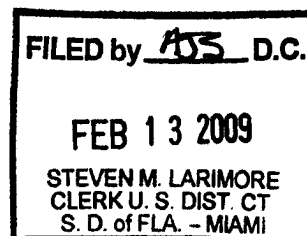
CAPTIN CONSTRUCTION GROUP, INC., a
Georgia corporation,

Defendant.

09 - 80190

CIV-RYSKAMP

MAGISTRATE JUDGE
VITUNAC



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

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, Sancal Investment and Financial Services, Inc. (sometimes collectively referred to herein as "Creative Capital"), sues CAPTIN CONSTRUCTION GROUP, INC., a Georgia corporation (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 (the "Receivership Order") in the action styled: *Securities and Exchange Commission v. Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC* (collectively, the "Receivership Entities") and *George L. Theodule* ("Theodule"), Case No. 08-81565-CIV-HURLEY/HOPKINS pending in

the United States District Court, Southern District of Florida (the "SEC Receivership") (the Receivership Entities are collectively referred to herein as the "Receivership Defendants").

2. By Order dated December 31, 2008, the receivership was expanded to include United Investment Club, LLC, Reverse Auto Loan, LLC and Sancal Investment and Financial Services, Inc.

3. Under the terms of the Receivership Order, the Receiver is authorized to investigate the affairs of the Receivership Entities, to marshal and safeguard these entities' assets, and to institute legal proceedings for the benefit and on behalf of the Receivership Entities' investors and other creditors against individuals or entities which the Receiver claims have improperly received funds traceable from investors in the Receivership Entities, 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 other applicable fraudulent transfer law ("UFTA").

4. Pursuant to the Receivership Order, the Court contemplated the Receiver bringing this action on behalf of the Receivership Entities who have claims against Defendant.

5. The Receiver has standing to bring UFTA claims pursuant to the Receivership Order which specifically authorizes the Receiver to bring UFTA claims against Defendant.

6. Furthermore, the Receiver has standing to bring UFTA claims by virtue of his status as a joint lien creditor of the Receivership Entities pursuant to Florida Statutes, 671.201(13) and 679.1021(1)(zz)("Statutory Creditor").

7. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§754 and 1692.

8. This complaint is brought to accomplish the objectives of the Receivership Order and is thus ancillary to the Court's exclusive jurisdiction over the receivership estate. Pursuant to the principles of ancillary jurisdiction or supplemental jurisdiction under 28 U.S.C. §1367, this Court in the SEC Receivership civil action has supplemental jurisdiction over the claims set forth herein. Hence, venue is also proper in this Court.

9. The Court has personal jurisdiction over Defendant pursuant to 28 U.S.C. §§754 and 1692.

10. At all times material hereto, George Theodule ("Theodule") was an officer, director, managing agent and/or control person of Creative Capital.

11. From and after the formation of each Creative Capital entity, Theodule operated a massive Ponzi scheme receiving over \$23 million of investor funds.

12. Defendant is Georgia corporation.

FACTS COMMON TO ALL COUNTS

13. On December 29, 2008, the Securities and Exchange Commission ("SEC") filed its Complaint for Injunctive and Other Relief (the "Complaint") against the Initial Receivership Entities. The SEC alleged that Theodule, through the Receivership Entities, sold unregistered securities and violated various sections of the Securities Exchange Act of 1934 (the "Exchange Act").

14. More specifically, the SEC alleged that all of the Receivership Defendants violated section 10(b) of the Exchange Act.

15. The SEC sought a permanent injunction against the Receivership Defendants to restrain them from any further securities law violations.

16. Additionally, the SEC sought (1) an order requiring the Receivership Defendants to provide a sworn accounting of all proceeds they received, directly or indirectly, as a result of the securities law violations; (2) an order requiring the Receivership Defendants to disgorge, with prejudgment interest, any ill-gotten gains they received; (3) the imposition of civil penalties pursuant to section 21(d) of the Exchange Act; (4) an order freezing the Receivership Defendants' assets pending resolution of the matter; (5) the appointment of a receiver over the Receivership Entities; (6) an order requiring the Receivership Defendants to take steps necessary to repatriate to the territory of the United States all funds and assets of investors; and (7) an order requiring the Receivership Defendants to preserve records in their custody, possession or subject to their control.

17. On December 29, 2008, upon the request of the SEC, the Receivership Court entered the Receivership Order appointing the Receiver as receiver over the Receivership Entities, their subsidiaries, successors and assigns (collectively, also the "Receivership Entities").

18. By Order dated December 31, 2008, the receivership was expanded to include United Investment Club, LLC, Reverse Auto Loan, LLC and Sancal Investment and Financial Services, Inc.

19. After a contested hearing, the Court entered a Preliminary Injunction on January 6, 2009 preventing Theodule from continuing to violate the securities laws as well as the other relief requested by the SEC, including disgorgement of ill-gotten gains. The Receivership Entities consented to the entry of a preliminary injunction by virtue of consents executed and filed by the Receiver on behalf of such entities.

20. The offices of the Receivership Entities were found vacant when the Receiver obtained access to the premises. While certain documents and records have been recovered, others appear to remain missing or destroyed.

21. Prior to the receivership, the Receiver Entities, which promised to double investments within 90 days risk free, raised in excess of 23 million from thousands of investors by and through the use of over 100 investment clubs located in Florida, New Jersey, Georgia and other states.

22. Subsequent to his appointment, the Receiver determined that the Receivership Entities had no legitimate business operations. Consequently, the Receiver determined that so-called "profit payments" made to investors by the Receivership Defendants, along with other payments that appear to have no legitimate business purpose, could have only come from money raised from other investors and as such the Receivership Entities were operated as classic Ponzi schemes.

23. Since his appointment, the Receiver and his professionals have attempted to locate and secure money illegally raised from investors by the Receivership Defendants and the proceeds thereof. To that extent, the Receiver is initiating lawsuits against persons who illegally diverted assets from the Receivership Entities' possession.

24. All payments sought to be recovered were made by one or more of the Receivership Entities, as transfers, to Defendant. Each wire transfer or check was made payable to Defendant by name or some other designated entity, as transferor.

25. During 2008, Creative Capital (or Theodule, by and through funds received from Creative Capital) paid Defendant the total sum of \$150,000 for little or no reasonably equivalent

value, as reflected in and evidenced by Composite Exhibit "A", which is attached and incorporated herein by reference(collectively referred to herein as the "Transfer").

26. All conditions precedent to the filing of this action have been performed, waived or have occurred.

COUNT I
Action to Avoid and Recover Fraudulent Transfers Pursuant
to Chapter 726 of The Florida Statutes

The Receiver sues Defendant and alleges:

27. The Receiver realleges paragraphs 1 through 26 above as if fully set forth herein.

28. This claim is brought by the Receiver based on his standing to bring UFTA actions pursuant to the Receivership Order.

29. Pursuant to Chapter 726 of the Florida Statutes, a 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.

30. Pursuant to Chapter 726 of the Florida Statutes, the trustee 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.

31. The Transfer constituted a transfer of an interest in property of Creative Capital to Defendant with four years under Chapter 726 of the Florida Statutes.

32. Creative Capital did not receive reasonably equivalent value for the Transfer and Creative Capital family of companies: (i) were insolvent at the time of Transfer or became insolvent as a result thereof; (ii) were engaged or were 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.

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

34. As a result of the above, the Receiver can avoid the Transfer to Defendant pursuant to Chapter 726 of the Florida Statutes and recover the value thereof for the benefit of the estate.

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

COUNT II
Unjust Enrichment

35. The Receiver realleges paragraphs 1 through 26 above as if fully set forth herein.

36. This is a claim for unjust enrichment.

37. The Receivership Entities conferred a benefit on Defendant by making the Transfer to Defendant.

38. Defendant knowingly and voluntarily accepted and retained the benefit conferred by the Receivership Entities.

39. The circumstances are such that it would be inequitable and unjust for Defendant to retain the benefit conferred by the Receivership Entities without paying the Receiver the value thereof.

40. Defendant has been unjustly enriched at the expense of the Receivership Entities (and, ultimately, their investors).

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

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

COUNT III
Imposition of Constructive Trust,
Equitable Lien or Resulting Trust

42. The Receiver realleges paragraphs 1 through 26 above as if fully set forth herein.

43. This is a claim to impose a constructive trust, equitable lien or resulting trust.

44. The Receivership Entities conferred a benefit on Defendant in the form of the Transfer to Defendant.

45. Defendant knowingly and voluntarily accepted and retained the benefit conferred by the Receivership Entities.

46. The circumstances are such that it would be inequitable and unjust for Defendant to retain the benefit conferred by the Receivership Entities without paying the Receiver the value thereof.

47. Defendant has been unjustly enriched at the expense of the Receivership Entities (and, ultimately, their investors).

48. The Receiver is entitled to the return of those amounts in which Defendant was unjustly enriched through disgorgement or any other appropriate remedy to the extent the proceeds thereof are readily identifiable.

WHEREFORE, the Receiver respectfully requests this Court enter judgment in his favor and against Defendant to impose a constructive trust, equitable lien or resulting trust in the amount that Defendant was unjustly enriched, together with interest and costs, and for such further relief as the Court may deem just and proper.

COUNT IV
Action for an Accounting

49. The Receiver realleges paragraphs 1 through 26 above as if fully set forth herein.

50. This is a claim demanding an accounting.

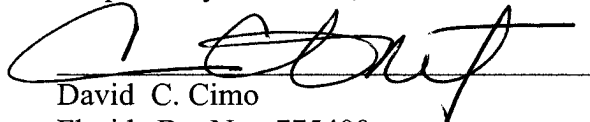
51. The Receivership Entities engaged in extensive transactions with Defendant and do not know the full extent and scope of such transactions.

52. Based upon the fraudulent activities of the Receivership Entities, which included an ongoing Ponzi scheme, Defendant is in the best position to know the full scope and extent of its transactions and dealings with the Receivership Entities.

WHEREFORE, the Receiver respectfully requests this Court enter judgment in his favor requiring Defendant to provide an accounting of all transactions and dealings with the Receivership Entities and for such further relief as the Court may deem just and proper.

Dated: February 13 2009.
Miami, Florida

Respectfully submitted,



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Carmen Contreras-Martinez
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Miami, Florida 33131
Telephone: (305) 349-2300
Facsimile: (305) 349-2310
Attorneys for Receiver Jonathan E. Perlman, Esq.

10061-004/#3

EX. "A"



Cashier's Check

No. 1327397

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date

SEPTEMBER 22, 2008

30-1/1140
NTX

Banking Center

SMELLYVILLE

0100155 00005 001327397

CREATIVE CAPITAL CONSORTIUM LLC
Remitter (Purchased By)

\$

50000.00

Pay

FIFTY THOUSAND DOLLARS AND 00 CENTS

To The Order Of

CAPTIN CONSTRUCTION

Non-Negotiable

Authorized Signature

Customer Copy
Retain For Your Records

001641002575

Bank of America, N.A.
an Antonio, Texas

VOID AFTER 90 DAYS

GEORGE THEODULE 07-08

309

63-27/631 FL 990

Pay to the Order of CALVIN CONSTRUCTION Date 8/14/08

Fifty thousand dollars and no/100 \$ 50,000.00 Dollars

Bank of America



ACH RT 083100277

For 1120 necessary trade

⑆063100277⑆ 229014072258⑆0309

MP

GEORGE THEODULE 07-08

308

63-27/631 FL 990

Pay to the Order of CALVIN CONSTRUCTION Date 8/14/08

Fifty thousand dollars and no/100 \$ 50,000.00 Dollars

Bank of America



ACH RT 083100277

For 2209 necessary trade

⑆063100277⑆ 229014072258⑆0308

MP

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

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

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

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

DAVID C. CIMO, Esq., Genovese Joblove & Battista, P.A., Bank of America Tower, 44th Floor, 100 S.E. Second Street, Miami, Florida 33131, (305) 349-2300

09-80190 - Ryskamp / Vitunac

DEFENDANTS

09-80190
 CAPTIN CONSTRUCTION GROUP, INC.

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

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

Attorneys (If Known)

FILED by AJS D.C.

FEB 13 2009

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE VOLUPE WASHINGTON BEECHEE 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 (For Diversity Cases Only)

	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"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other 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	<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	CIVIL RIGHTS	PRISONER PETITIONS		
<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	<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	<input type="checkbox"/> 510 Motions to Vacate Sentence <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		

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).

a) Re-filed Case YES NO b) Related Cases YES NO
 (See instructions second page): JUDGE DANIEL T. K. HURLEY 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. § 1367
 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 \$ 75,000.00 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 2/13/09

FOR OFFICE USE ONLY

AMOUNT 350 RECEIPT # 995258 IFP