

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

CASE NO. 09-20864-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.

YOLETTE WILLIAMS, et al.,

Defendants.

---

**NOTICE OF FILING**

Plaintiff, Jonathan E. Perlman, as court appointed Receiver of Creative Capital Consortium, LLC, et al., hereby gives Notice of the Filing of Receiver's Motion For Approval Of Settlement Agreement and Consent Final Judgment and Request for Hearing In The Ancillary Proceeding of *Jonathan E. Perlman v. Yolette Williams* filed on February 23, 2010 in the main case, *Securities and Exchange Commission, v. Creative Capital Consortium*, 08-81565-Civ-Hurley/Hopkins, DE 214.

Dated: February 24, 2010  
Miami, Florida

Respectfully submitted,

By: /s/ David Lemoie  
David P. Lemoie  
Florida Bar No.: 188311  
[dlemoie@gjb-law.com](mailto:dlemoie@gjb-law.com)  
David C. Cimo  
Florida Bar No.: 775400  
[dcimo@gjb-law.com](mailto:dcimo@gjb-law.com)  
Genovese Joblove & Battista, P.A.  
4400 Miami Tower

100 Southeast Second Street  
Miami, Florida 33131  
Tel: (305) 349-2300  
Fax: (305) 349-2310  
*Attorneys for Receiver,  
Jonathan E. Perlman, Esq.*

**CERTIFICATE OF SERVICE**

I hereby certify that on February 24, 2010, the foregoing document was served this day on all counsel of record identified on the below Service List, by U.S. Mail or by e-mail.

/s/ David Lemoie

David Lemoie, Esq.  
Florida Bar No. 188311

**SERVICE LIST**

Barry Michael Wax, Esq.  
800 Brickell Avenue, PH II  
Miami , FL 33131  
Telephone: (305) 373-4400  
Facsimile: (305) 381-7135  
Email: barrywax@bellsouth.net  
*Attorney for Yollette Williams*

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 CONCEPT\$,  
LLC, and GEORGE L. THEODULE,

Defendants.

---

**RECEIVER'S MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT AND  
CONSENT FINAL JUDGMENT IN THE ANCILLARY PROCEEDING OF *JONATHAN  
E. PERLMAN V. YOLETTE WILLIAMS AND YOPANA STAFFING SERVICES, LLC.*  
(CASE NO. 09-20864-CIV-HURLEY/HOPKINS) AND REQUEST FOR HEARING**

JONATHAN E. PERLMAN, Esq., the court-appointed Receiver (the "Receiver") of Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC<sup>1</sup>, 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") in the instant case and Plaintiff in the ancillary proceeding of Jonathan E. Perlman v. Yolette Williams and Yopana Staffing Services, LLC. Case No. 09-20864, hereby files this Motion for Approval of Settlement Agreement, including the entry of a Final Consent Judgment, (the "Motion") with defendants Yolette Williams and Yopana Staffing Services, LLC. ("Defendants") and Request for Hearing and further states as follows:

---

<sup>1</sup> Creative Capital Consortium, LLC and A Creative Capital Concept\$, LLC shall sometimes collectively be referred to herein as "Creative Capital" or the "Creative Capital Entities."

## **BACKGROUND**

1. On December 29, 2008, the Securities and Exchange Commission (“SEC”) filed its Complaint for Injunctive and Other Relief (the “SEC Complaint”) against George Theodule and certain of the Receivership Entities in an action styled: *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”). The SEC alleged that Theodule, through certain Receivership Entities, sold unregistered securities and violated various sections of the Securities Exchange Act of 1934 (the “Exchange Act”). More specifically, the SEC alleged that Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC and George L. Theodule (collectively, the “SEC Defendants”) all violated section 10(b) of the Exchange Act. The SEC sought a permanent injunction against the SEC Defendants to restrain them from any further securities law violations.

2. On December 29, 2008, upon the request of the SEC, the Court entered an order appointing the Receiver as receiver over the SEC Defendants, their subsidiaries, successors and assigns, in the SEC Receivership Action (the “Receivership Order”). Thereafter, by orders dated December 31, 2008 and September 21, 2009, respectively, the receivership was expanded to include 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.

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. Additionally, and pursuant to the Receivership Order, the Receiver is authorized and has standing to assert claims against third parties including but not limited to: (i) all legal and equitable claims available to the Receivership Entities prior to the institution of the SEC Receivership Action; and (ii) claims to avoid and recover fraudulent and preferential transfers received for the Receivership Entities and 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).

4. In conjunction with the Receivership Order, the Receiver and his professionals have attempted to locate and secure money illegally raised (and any proceeds thereof) from investors by and through the Receivership Entities. To that extent, the Receiver has initiated various lawsuits seeking, among other relief, to avoid and recover assets fraudulently transferred from the possession of the Receivership Entities.

5. On April 3, 2009, the Receiver filed his complaint (the "Complaint") against the Defendants in the action styled Jonathan E. Perlman, as Court-Appointed Receiver of Creative Capital Consortium, LLC, et al. v. Yolette Williams and Yopana Staffing Services, LLC. Case No. 09-20864-CIV-HURLEY/HOPKINS (the "Ancillary Lawsuit"), currently pending in the United States District Court for the Southern District of Florida (the "Court").

6. The Defendants have denied any liability in connection with the Ancillary Lawsuit and have raised certain defenses thereto.

7. On February 9, 2010, the Defendants and the Receiver (the "Settling Parties") entered into 1) a settlement to resolve and settle the Lawsuit on the terms and conditions contained therein (the "Settlement Agreement") and 2) a consent to final judgment which incorporates the terms of the Settlement Agreement ("Consent Final Judgment.")

### **SETTLEMENT AGREEMENT**

8. The settlement is memorialized in the Settlement Agreement attached hereto as Exhibit "A" and further incorporated in the Consent Final Judgment attached hereto as Exhibit "B." In support of their underlying terms, the Receiver exercised his business judgment and determined that it is in the best interest of the Receivership Entities and their creditors to enter into the Settlement Agreement and the Consent Final Judgment.

9. A summary of the *material* terms and conditions of the Settlement Agreement are as follows:<sup>2</sup>

- The Defendants have paid to the Receiver the sum of \$7,286.23.
- The Defendants have delivered by warranty deed to the Receiver that certain real property located at 7940 Nob Hill Road Apartment 303, Tamarac, Florida.
- The Defendants agree to fully cooperate with any investigation conducted by the Receiver, and to provide testimony at any future deposition, hearing or trial, waiving any geographical limitation in connection with the service of subpoena, subject to the Defendants' Fifth Amendment rights.
- The Defendants will assign to the Receiver all rights to claims and causes of action against George Theodule or any current or future Receivership Entities.
- The Defendants warrant and represent that the information contained in their financial disclosures is true and accurate and, if found to contain any material misstatements, will provide the basis for application by the Receiver for a Default Judgment in the amount of \$325,800.00.
- The Defendants agree to the entry of a Consent Final Judgment, incorporating the terms of the Settlement Agreement.
- The Settlement Agreement and Consent Final Judgment are contingent upon the approval by this Court of this Motion.

---

<sup>2</sup> In the event of any inconsistency between the Motion and the Settlement Agreement, the terms of the Settlement Agreement shall control. As a result, all parties in interest are urged to read the Settlement Agreement in its entirety.

**RELIEF REQUESTED AND MEMORANDUM OF LAW**

10. The “All Writs Act,” 28 U.S.C. § 1651(a), provides a district court with the authority to enter orders that protect its jurisdiction and ensure enforcement of its orders. See 28 U.S.C. § 1651(a)(2003). Section 1651(a) provides:

The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principals of law.

*Id.* Section 1651(a) provides a district court with a “legislatively approved source of procedural instruments designed to achieve ‘rational ends of the law’.” See *United States v. New York Telephone Co.*, 434 U.S. 159, 172, 98 S.Ct. 364, 372, 54 L.Ed.2d 376 (1977). Pursuant to § 1651(a), a district court, unless specifically confined by Congress, “may avail itself of all auxiliary writs as aids in the performance of its duties, when the use of such historic aids is calculated in its sound judgment to achieve the ends of justice entrusted to it.” See *Id.* (quoting *Adams v. United States ex rel McCann*, 317 U.S. 269, 273, 63 S.Ct. 236, 238, 87 L.Ed. 268 (1942)). The authority granted to a district court under § 1651(a) should be applied flexibly where in conformity with these principals. See *Id.*

11. The Court’s utilization of the All Writs Act under the circumstance is particularly appropriate as the Settlement Agreement will implement this Court’s directive articulated in the Receivership Order. The Receivership Order authorizes the Receiver to “institute such actions and legal proceedings” against third parties on behalf of the Receivership Entities and to “compromise or settle [these] legal actions.” Receivership Order at ¶¶ 2, 6. Moreover, the Receiver may enter into “agreements as may be reasonable, necessary, and advisable in

discharging the Receiver's duties;" *Id.* at ¶ 8. The Settlement Agreement will enable the Receiver to discharge his duty to bring legal actions on behalf of the Receivership Entities in a just and efficient manner.

12. In considering whether to approve a settlement brokered by an equity receiver, a district court will examine the parameters of the receivership order's mandate. In *SEC v. Credit Bancorp, Ltd.*, 2001 WL 1658200 at \*2 (S.D.N.Y. Dec. 27, 2001), when faced with a federal equity receiver's motion to approve a settlement with a creditor, the court held that "[i]t is enough that the Receiver's request for settlement falls well within the broad discretion granted to him by the January 2000 Order and the ordinary powers of a receiver." In that case, the January 2000 Order authorized the receiver to "investigate, prosecute, . . . compromise and adjust actions in any state, federal or foreign court or proceeding of any kind as may in his sole discretion be advisable to or proper to recover or conserve funds, assets, or property of Credit Bancorp" *Id.* at \*1. The court reasoned that this comports with the ordinary practice of receivers: "[T]he receiver has the power, when so authorized by the court, to compromise claims either for or against the receivership and whether in suit or not in suit." *Credit Bancorp*, 2001 WL 1658200 at \*2 (quoting 3 Ralph Ewing Clark, *A Treatise on the Law and Practice of Receivers*, § 770 (3d ed. 1959)). Subsequently, in *SEC v. Bancorp, Ltd.*, 2002 WL 1792053 at \*4 - \*5 (S.D.N.Y. Aug. 2, 2002), the court approved another receiver settlement with broker-dealers because it was within the receiver's discretion based on the January 2000 Order and the ordinary practice for receivers.

13. Similar to the *Credit Bancorp* receivership order, this Court's Receivership Order empowered the Receiver to "...institute such actions and legal proceedings . . . [to recover] wrongfully, illegally or otherwise improperly misappropriated or transferred monies or other



proceeds directly or indirectly traceable from investors in Creative Capital, including against Creative Capital, its officers, directors, employees, affiliates, subsidiaries, or any persons acting in concert or participation with them, or against any transfer of money or other proceeds directly or indirectly traceable from investors in Creative Capital” against third parties “as the Receiver deems necessary” and to “defend, compromise or settle legal actions...” Receivership Order at ¶¶ 2, 6. The Receivership Order also directs the Receiver to make “such agreements as may be reasonable, necessary, and advisable in discharging the Receiver’s duties;” *Id.* at ¶ 8. The Receiver has executed the Settlement Agreement as he deems it important to the resolution of the Receiver claims, and it comports with the ordinary practice of receivers. Therefore, the Settlement Agreement falls squarely within the Receiver’s mandate from this Court. Accordingly, the Court should approve the Settlement Agreement. See *SEC v. Credit Bancorp, Ltd.*, 2001 WL 1658200 at \*2; see *SEC v. Bancorp, Ltd.*, 2002 WL 1792053 at \*4 - \*5.

14. In considering whether to approve a settlement agreement, a district court will also consider whether the agreement is fair. In *Sterling v. Stewart*, 158 F.3d 1199, 1203 (11<sup>th</sup> Cir. 1998), the United States Court of Appeals for the Eleventh Circuit addressed the fairness of a receiver’s settlement of claims. In *Sterling*, shareholders appealed the district court’s approval of a settlement proposed by a receiver that terminated their derivative suit. *Id.* at 1200-1201. The shareholder argued that the district court erred because it did not apply “vigorous scrutiny” in evaluating the receiver’s settlement as required by Delaware law, but instead relied on a less stringent mandate from *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5<sup>th</sup> Cir. 1977) (stating that the “District Court must find that the settlement is fair, adequate, and reasonable”) and the six-factor test for fairness under *Bennett v. Behring Corp.*, 737 F.2d 982 (11<sup>th</sup> Cir. 1984). In evaluating whether the settlement was fair, the district court examined: (1) the likelihood of success; (2) the

range of possible discovery; (3) the point on or below the range of discovery at which settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement is achieved. *Id.* at 1204 n.6 (citing *Bennett*, 737 F.2d at 986). The *Sterling* court upheld the receiver's settlement because the district court considered the extensive discovery conducted by the receiver, the receiver's analysis of the underlying facts, the defendants' defenses, and the shareholders' presentations at the fairness hearing to conclude the settlement was fair. *Id.*

15. In this case, the Settlement Agreement is equally fair, adequate, and reasonable. See *Cotton*, 559 F.2d at 1330. All applicable *Bennett* factors favor approval of the Settlement Agreement. The fraudulent transfer claims alleged in this case are factually and legally complex. Moreover, avoiding the complexity, expense and duration of the litigation against the defendants, whom are without sufficient assets to satisfy a substantial money judgment entered against them at a trial, will drastically reduce costs in this ancillary litigation.

16. In applying this standard, the probability of any litigation resulting in a similar outcome as that outlined in the Settlement Agreement weighs in favor of granting the Agreement. The transaction costs and attorneys' fees associated with litigation by the Settling Parties in any manner other than the one contemplated by the Settlement Agreement would be significantly greater. Absent the settlement contained in the Settlement Agreement, greater expense, inconvenience and delay will be needlessly incurred by all the Settling Parties.

17. The Receiver requests a hearing on the instant Motion.

WHEREFORE, the Receiver respectfully requests that the Court enter an order: (i) granting the relief requested by this Motion; (ii) approving the terms of the attached Settlement

Agreement; (iii) entering the attached Consent Final Judgment and (iii) granting the Receiver such other and further relief as the Court deems just and proper.

Dated: February 24, 2010  
Miami, Florida

Respectfully submitted,

By: /s/ David C. Cimo \_\_\_\_\_

David C. Cimo

Florida Bar No.: 775400

[dcimo@gjb-law.com](mailto:dcimo@gjb-law.com)

David P. Lemoie

Florida Bar No.: 188311

[dlemoie@gjb-law.com](mailto:dlemoie@gjb-law.com)

GENOVESE JOBLOVE & BATTISTA, P.A.

4400 Bank of America Tower

100 Southeast Second Street

Miami, Florida 33131

Tel: (305) 349-2300

Fax: (305) 349-2310

Attorneys for Receiver

Jonathan E. Perlman, Esq.

**CERTIFICATE OF SERVICE**

I hereby certify that on February 24, 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.

**MASTER SERVICE LIST**  
**SEC v. Creative Capital Consortium, LLC**  
**CASE NO.: 08-CIV-81565- HURLEY/HOPKINS**  
**FOR ANCILLARY FILINGS**

Robert Levenson, Esq.  
Amie Berlin, Esq.  
Securities & Exchange Commission  
801 Brickell Avenue - Suite 1800  
Miami, Florida 33131

Russell C. Weigel, III  
Russell C. Weigel, III, P.A.  
5775 Blue Lagoon Drive, Suite 100  
Miami, Florida 33126

Barry M. Wax, Esq.  
800 Brickell Avenue  
Suite PH II  
Miami, FL 33131

Kenneth S. Pollock, Esq.  
Gary R. Shendell, Esq.  
Shendell & Pollock, P.L.  
One Park Place  
621 N.W. 53 Street, Suite 310  
Boca Raton, FL 33487

Todd M. Hoepker, Esq.  
Todd M Hoepker P.A.  
111 N. Orange Ave., Suite 1440  
Orlando, Florida 32801

Michael Tessitore, Esq.  
The Tessitore Law Firm, P.A.  
612 E Colonial Dr Ste 150  
Orlando, Florida 32803

Richard A. Leydig, Jr.  
Richard A. Leydig, Jr., P.A.  
107 S.W. 10th Street  
Fort Lauderdale, FL 33316

Tina M. Talarchyk, Esq.  
Cristina B. Rodriguez, Esq.  
Squire Sanders & Dempsey L.L.P.  
200 S. Biscayne Blvd., #4100  
Miami, FL 33131

David S. Lipscomb, Esq.  
242 S. Culver Street, Suite  
304  
Lawrenceville, GA 30045

Gina Schlegel, Esq.  
525 East Strawbridge Avenue  
Melbourne, FL 32901

William D. Matthewman, Esq.  
Seiden, Adler, Matthewman, et al.  
5850 Coral Ridge Drive, Suite 208  
Coral Springs, FL 33076

Wilmer Parker, Esq.  
Maloy Jenkins Parker  
75 14th Street, NW, 25th  
Floor  
Atlanta, GA 30309

Richard E. Brodsky, Esq.  
The Brodsky Law Firm  
66 West Flagler Street, 9th  
Floor  
Miami, Florida 33130

Stuart Reed, Esq.  
Law & Mediation, Inc.  
3595 Sheridan Street, Suite 202  
Hollywood, FL 33021

Wayne H. Schwartz, Esq.  
Lee & Amtzis  
5550 Glades Road, Suite 401  
Boca Raton, FL 33431

William K Whitner, Esq.  
Paul, Hastings, Janofsky & Walker  
600 Peachtree Street, N.E., # 2400  
Atlanta, GA 30308

Richard A. Leydig, Jr.  
Richard A. Leydig, Jr., P.A.  
107 S.W. 10th Street  
Fort Lauderdale, Florida 33316

Ricardo E. Pines, Esq.  
3301 Ponce de Leon Blvd.  
Suite 200  
Coral Gables, FL 33134

Desvarences, Rony – Pro Se  
4521 NW 7 Street  
Plantation, FL 33317

Michael Hursey, Esq.  
5220 S. University Dr., Ste. C-110  
Fort Lauderdale, Florida 33328

Dennis A. Creed, III, Esq.  
Robbins Equitas, P.A.  
2639 Dr. MLK Jr. Street N.  
St. Petersburg, FL 33704

Nichole M. Mooney, Esq.  
Dean, Mead, et al.  
Post Office Box 2346  
Orlando, Florida 32802-2346

Bradford A. Patrick, Esq.  
Chamberlin Patrick, PA  
3001 No. Rocky Pt. Dr. East, #200  
Tampa, FL 33607

Robert Higgins  
Lowndes, Drosdick, Doster, et al.  
215 North Eola Drive  
Orlando, FL 32801

Earnest DeLoach, Jr. , Esq.  
DeLoach Law LLC  
37 North Orange Avenue,  
Suite 500  
Orlando, Florida 32801

Creative Capital Concepts  
c/o: Reg. Agent George Theodule  
8401 Lake Worth Rd.  
Lake Worth, FL

The Manna Group, Inc.  
c/o: Reg. Agent Dorothy  
Delisfort  
3575 Koger Blvd, #180  
Duluth, GA 30096

Complete Auto Repayment Solutions  
Club, Inc.  
c/o: Registered Agent Dorothy  
Delisfort  
2108 New London PL.  
Snellville, GA 30078

Crown Ambassador Investment Club  
c/o: Registered Agent Magda  
Dominique  
8401 Lake Worth Rd. #125-126  
Lake Worth, FL 33411

Golden Concepts Int'l  
c/o Registered Agent Reina  
Leon  
18326 SE 243 St.  
Hawthorne, FL 32640

Money Depot Investment Club  
c/o Reg. Agent Nosbens  
Clervil  
269 Breckenridge Circle SE  
Palm Bay, FL 32909

Real World Business  
Investment  
c/o Reg. Agent Jean Moricette  
2460 West Oakland Pk. Blvd.  
Oakland Park, FL 33311

Platinum Investment Club  
c/o Reg. Agent Candida Clarke-  
Young  
7529 Sally Lyn Lane  
WPB, FL 33467

Progressive Investment Club  
c/o Reg. Agent Olva Polo  
3075 W. Oakland Park Blvd,  
#210  
Ft. Lauderdale, FL 33311

Sunrise Private Investment Club  
8045 West Oakland Park Blvd.  
Ft. Lauderdale, FL 33351

Union National Investment Club  
c/o Reg. Agent Lunick Dorieus  
8 Via De Casas Sur #104  
Boynton Beach, FL 33426

Monte Christo Investment Club  
15025 NW 77 Ave, #233  
Miami Lakes, FL 33014

Divine Alliance  
c/o: Reg. Agent Rene Marc Michel  
7065 West Pointe Blvd, #314  
Orlando, FL 32835

Wealth Builder Circle Investment Club  
c/o: Registered Agent Dorothy  
Delisfort (Crisostomo)  
2108 New London PL.  
Snellville, GA 30078

Millenium Investment Club  
c/o Reg. Agent Yves Beaubrun  
4393 Woodstock Dr.  
WPB, FL 33409

Creative Capital Investment Group  
7711 North Military Trail  
WPB, FL 33410

United Partners Club  
c/o: Reg. Agent Jean Mixon Rene  
1111 Hypoluxo Rd., #101  
Lantana, FL 33462

Alpha Investment Strategies  
11291 NW 15<sup>th</sup> Court  
Pembroke Pines, FL 33026

Leading Diversity Investment Club  
c/o Reg. Agent Yves Theodule  
9111 So. Colfax Ave.  
Chicago, IL 60617

Progressive Capital Concepts  
c/o Reg. Agent Harold Jean-Pierre  
2541 NW 9<sup>th</sup> Terrace  
Wilton Manors, FL 33311

Master Group Capital Investment  
c/o Reg. Agent Lionel Champagne  
22 NE 167 Street  
N.M.B., FL 33161

Golden Investment Club c/o RA:  
Bastien Advisory Services, Inc.  
16744 SW 99 Court  
Miami, FL 33157

United Investment Club  
c/o: Registered Agent Roger  
Terma  
8401 Lake Worth Rd. #125-126  
Lake Worth, FL 33411

Hollywood Private Investment  
Club  
2230 Washington Street  
Hollywood, FL 33020

Creative Capital Concepts of  
Boca Raton  
1200 No. Fed. Hwy., #200  
Boca Raton, FL 33432

East Broward Private  
Investment Club c/o Reg.  
Agent Rock Sanozier  
18425 NW 2 Ave., #350 B1  
Miami Gardens, FL.

New Level Investment Group  
c/o Reg. Agent Rotschill A.  
Olbrice  
1802 N. University Dr., #102-365  
Plantation, FL 33322

Eagle Vision Ventures  
c/o Reg. Agent Maria Pagan  
3848 Eagle Isle Circle  
Kissimmee, FL 34746

Future Wealth Solutions LLC  
6638 Algard Street  
Philadelphia, PA 19135

South Dade Private  
Investment Club  
c/o Reg. Agent Jaques Michel  
7975 SW 198 Trc.  
Miami, FL 33189

New Concepts Investment  
Club  
c/o reg. Agent Rose Amoux  
5904 Washington St., #244  
Hollywood, FL 33023

Sapphire Investment Club  
5049 W. Okeechobee Blvd.  
WPB, FL 33417

Access Investment Club c/o Reg. Agent Jeannot Daniel 1040 W. Prospect Rd., #C Oakland Park, FL 33309	Vision Private Club c/o Reg. Agent Mark Crooks 5031 NW 18 <sup>th</sup> Street Lauderhill, FL 33319	Diversity Capital Investment c/o Reg. Agent Ronel Jacques 301 Clematis Street, #205 WPB, FL 33401
Ramarich Investment Club Reg. Agent: Spiegel & Utrera PA 4848 San Felipe Rd. San Jose, CA 95135	Credential Investment Club c/o Reg. Agent Woldeeves Ensy Louigene 1213 Scioto Rd. North Lauderdale, FL 33068	Citadelle Investment Club c/o Reg. Agent Max Papayoute 150 E. Sample Rd. Pompano Beach, FL 33064
Dream Makers Capital Investment LLC 1500 University Drive, #243-253 Coral Springs, FL 33071	Prestige Management Investment c/o Reg. Agent Lean Bazile 8700 SW 10 <sup>th</sup> Street Pembroke Pines, FL 33025	Premium Investment Club c/o Reg. Agent Maria C. Martin PO Box 6289 Lake Worth, FL 33466
Integrity Private Club c/o Reg. Agent Yvon P. Blaise 1824 NW 15 <sup>th</sup> Ave. Ft. Laud, FL 33311	Strategy Financial Trade c/o Reg. Agent Jamil Marc 301 Clematis Street, #205 WPB, FL 33401	Eagle Private Investment Club c/o Reg Agent Richard Mereus 1061 W. Oakland Park Blvd., #122 Wilton Manors, FL 33311
Envision Capital Investments c/o Reg. Agent Barbara Richardson PO Box 2214 Stockbridge, GA 30281	Secured Investment Group, Inc. c/o Reg. Agent Clotilde Jean 20525 NW 8 <sup>th</sup> Court Miami, FL 33169	Team Wealth Unlimited c/o Reg. Agent CSC 1201 Hayes St. Tallahassee, FL 32301
Team Wealth Unlimited 4001 SW Ocean Drive Hollywood, FL 33019	Bramic Investment Club, LLC c/o Reg. Agent Jean-Luc Michel 13104 SW 25 Place Davie, FL 33325	Income Solution Investment Club c/o Reg. Agent Immacula Michel 13104 SW 25 Place Davie, FL 33325
Goal Mind Investment Club 5547 No. State Rd. 7, #10B North Lauderdale, FL 33319	Sunshine Investment Club c/o Reg. Agent Brenos Maxime 6450 W. Atlantic Blvd., #4 Margate, FL 33063	Total Success Club c/o Reg. Agent Waymen Sejour 1000 McNab Rd. Pompano Beach, FL 33069
Financial Champions Investment Club c/o Reg. Agent Desiree Vargas 2869 Azalea Road Apopka, FL 32703	Exploration Capital Investment Grp. c/o Reg. Agent Brutus Toussaint 17569 76 Street, North Loxahatchee, FL 33470	Investopedia c/o Reg. Agent Michael Franz Telasco 2159 Grove Drive Naples, FL 34120
Faith LDA Investment Club c/o Reg. Agent Wilfrid Forgues 7551 Wiles Rd., #105A Coral Springs, FL 33067	Edmonds Investment Group c/o Reg. Agent Bobby J. Edmond 431 So. Hart Blvd. Orlando, FL 32835	Universal Club, LLC c/o Reg. Agent Benoit Belizaire 1619 So. State Rd. 7 North Lauderdale, FL 33068
Camaraderie Investment Club 135 Helmswood Circle, SW Marietta, GA 30064	Common Sense Investment Group c/o Reg Agent Ron Laurent 4770 Biscayne Blvd. Miami, FL 33137	Protective Capital Concept 2994 NW 55 Ave. Lauderhill, FL 33313

Brothers Investment Club 512 Gallivan Blvd. Boston, MA 02124	Global Private Investment Club c/o RA: Mohen Jean-Baptiste 407 So. Dixie Hwy., #4 Lake Worth, FL 33460	Excellence Private Investment Club c/o Reg. Agent Murat Jean 1032 NW 9 Ave., #2 Ft. Laud., FL 33311
Amerifund/WEE Club c/o Reg. Agent Stacey Pavey 8374 Market St., #428 Bradenton, FL 34202	Changed Life Concepts LLC c/o Reg. Agent Thomas Dorius 9341 NW 39 <sup>th</sup> Court Sunrise, FL 33351	Discovery Investment Club c/o Reg. Agent Fenel Merisier 1991 Marsh Harbor Dr. WPB, FL 33404
Nova Investment Club c/o Reg Agent Johana R. Dorieus 8 Via De Casas Sur #104 Boynton Beach, FL 33426	Family & Friends Investment Club c/o Reg Agent Jean Rene Moricette 3500 No. State Rd. 7, #439 Lauderdale Lakes, FL 33319	Electronic Capital Solutions 8461 Lake Worth Rd., #128 Lake Worth, FL 33467
Reverse Auto Loan Sancal Investments 8461 Lake Worth Rd., #127 Lake Worth, FL 33467	GNL Capital Investment Group c/o RA: Jean R. Guy Longchamps 2500 Quantum Lakes Dr., #203 Boynton Bach, FL 33435	Vamel Investment Group c/o Reg Agent Francois Vaval 3350 SW 148 Ave., #220 Miramar, FL 33027
Earlyviews, Inc. c/o Reg Agent Kathryn Parker 2207 Shoma Drive Royal Palm Beach, FL 33414	Brotherhood Investments c/o Reg Agent Richard Mareus 1548 NE 4 Ave. Ft. Laud., FL 33304	So. FL. Investment Group of Orlando c/o RA: Victor Lagny 10735 Emerald Chase Drive Orlando, FL 32836
Team Brothers LLC. c/o Reg. Agent CSC 1201 Hayes St. Tallahassee, FL 32301	Team Brothers LLC 4001 SW Ocean Drive Hollywood, FL 33019	Partnership Investment Club LLC 8401 Lake Worth Rd. #125-126 Lake Worth, FL 33411
Choice Investment Club 1600 So. Fed. Hwy. Pompano Beach, FL 33062	Freedom Seekers 8401 Lake Worth Rd. #125-126 Lake Worth, FL 33411	G-Trade Capital Advisors LLC c/o Reg Agent Yolette Williams 1500 N. University Drive, #273 Coral Springs, FL 33071
G-Trade Capital Management c/o Reg Agent Yolette Williams 1500 N. University Drive, #273 Coral Springs, FL 33071	Alpha Investment Club 9345 Madewood Court Royal Palm Beach, FL 33411	Eagle Vision Ventures 3848 Eagle Isle Circle Kissimmee, FL 34746
Productive Capital Concept 2994 NW 55 Avenue Lauderhill, FL 33313	Saphire Investment Club 5049 W. Okeechobee Blvd. WPB, FL 33417	End 2/16/10



**EX. “A”**

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

CASE NO. 09-20864-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.

YOLETTE WILLIAMS, an individual, and  
YOPANA STAFFING SERVICES, LLC,  
a Florida corporation,

Defendants.

\_\_\_\_\_ /

**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement (“Settlement Agreement” or “Stipulation”) is made and entered into by 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., and defendants YOLETTE WILLIAMS (“Williams”) and YOPANA STAFFING SERVICES, LLC, (“Yopana”)(collectively, the “Defendants”).

WHEREAS, on December 29, 2008, the Securities and Exchange Commission (“SEC”) filed its Complaint for Injunctive and Other Relief (the “SEC Complaint”) against George Theodule and certain of the Receivership Entities in an action styled: *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"). The SEC alleged that Theodule, through certain Receivership Entities, sold unregistered securities and violated various sections of the Securities Exchange Act of 1934 (the "Exchange Act"). More specifically, the SEC alleged that Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC and George L. Theodule (collectively, the "SEC Defendants") all violated section 10(b) of the Exchange Act. The SEC sought a permanent injunction against the SEC Defendants to restrain them from any further securities law violations; and

WHEREAS, on December 29, 2008, upon the request of the SEC, the Court entered an order appointing the Receiver as receiver over the SEC Defendants, their subsidiaries, successors and assigns, in the SEC Receivership Action (the "Receivership Order"). Thereafter, by orders dated December 31, 2008 and September 21, 2009, respectively, the receivership was expanded to include 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.; and

WHEREAS, 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. Additionally, and pursuant to the Receivership Order, the Receiver is authorized and has standing to assert claims against third parties including but not limited to: (i) all legal and equitable claims available to the Receivership Entities prior to the institution of the SEC Receivership Action; and (ii) claims to avoid and recover fraudulent and preferential transfers for the Receivership Entities and 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); and

WHEREAS, in conjunction with the Receivership Order, the Receiver and his professionals have attempted to locate and secure money raised (and any proceeds thereof) from investors by and through the Receivership Entities. To that extent, the Receiver has initiated various lawsuits seeking, among other relief, to avoid and recover assets allegedly fraudulently transferred from the possession of the Receivership Entities; and

WHEREAS, on June 9, 2009, the Receiver filed his amended complaint (the "Complaint") against the Defendant in the action styled *Jonathan E. Perlman, as Court-Appointed Receiver of Creative Capital Consortium, LLC, et al. v. Yolette Williams, An Individual, and Yopana Staffing Services, LLC*, case no. 09-81564-CIV-HURLEY/HOPKINS (the "Lawsuit"), currently pending in the United States District Court for the Southern District of Florida (the "Court"); and

WHEREAS, the Receiver's Lawsuit against Defendant seeks (i) to avoid and recover certain alleged fraudulent transfers pursuant to Chapter 726 of the Florida Statutes, (ii) unjust enrichment, (iii) the imposition of a constructive trust or equitable lien, and (iv) an action for an accounting; and

WHEREAS, the Defendants have denied any liability in connection with the Lawsuit and have raised certain defenses thereto; and

WHEREAS, in recognition of the costs and uncertainties associated with litigation, the parties hereto desire to resolve and settle the Lawsuit on the terms and conditions contained herein and, in connection with the anticipated settlement of the Lawsuit, Williams has provided

the Receiver with detailed, sworn financial disclosures, setting forth a true and accurate representation of her current financial worth and condition (the "Williams Disclosures").

NOW THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Receiver and the Defendant (hereinafter the "Settling Parties"), by and through their counsel, subject to all of the terms and conditions set forth herein, and subject to Court approval, HEREBY STIPULATE AND AGREE as follows:

1. Acknowledgement of Recitals. For purposes of this Stipulation and the settlement contained herein, the parties agree and acknowledge that the foregoing recitals are true and correct and are hereby incorporated into and made a part of this Stipulation.

2. Settlement Payment by Defendant. The Defendants have delivered and paid to the Receiver the following (the "Defendants' Settlement Payment"):

a. that certain real property located at 7940 Nob Hill Road, Apartment 303, Tamarac, Florida, as more specifically identified in the warranty deed from Williams to the Receiver dated May 7, 2009; and

b. payment on February 9, 2010 in the amount of \$7,286.23, representing all of the capital and operating funds of Yopana .

3. Assignment of Claims. Defendants hereby assign to the Receiver any and all rights to any claims or causes of action Defendants may now have or may ever have against George Theodule or any current or future Receivership entities, including, but not limited to, 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. (the "Receivership

Entities”) or any claims or causes of action Defendant may now have or may ever have against any other third parties which arise from or are related to the SEC Receivership Action and the conduct alleged therein.

4. Financial Warranties and Representations. As a material inducement for the Receiver to execute this Stipulation, Williams hereby warrants and represents that the information contained in the Williams Disclosures is true and accurate to the best of her knowledge and information and does not contain any material misstatements or misrepresentations.

5. Limited Mutual General Release Among Defendant and Receiver. Defendants and the Receiver hereby release and forever discharge each other, and their subsidiaries, affiliates, officers, principals, agents, attorneys, accountants, successors and assigns from and against all claims, liabilities, causes of action, costs, expenses (including attorneys’ fees and expenses) and other obligations that were raised in the Lawsuit.

6. Cooperation by Defendant. Defendants shall fully cooperate with any investigation conducted by the Receiver and provide honest and forthright testimony under oath to the Receiver or his attorneys concerning any matter within the Receivership, and shall thereafter agree to provide such cooperation related to the Receivership, as the Receiver or his attorneys reasonably request, including waiving objection to any geographical limitations of a subpoena served on the Defendant for testimony, either at a deposition, hearing or trial. This provision is subject to the Defendants’ Fifth Amendment rights pursuant to the United States Constitution.

7. Consent Final Judgment by Defendants. Defendants agree to the entry of a Consent Final Judgment, in the form attached and incorporated herein by reference, which

among other things provides for the imposition of the Court's criminal and contempt power under certain circumstances. Particularly, in the event that the Receiver determines that the Williams Disclosures (or any other financial information previously provided by Defendants or to be provided by Defendants, through counsel, to the Receiver) contain any material misstatements, omissions or misrepresentations, then upon application by the Receiver and the Court's approval of the Receiver's Motion for Contempt and to Enter Default Judgment (the "Application"), this Stipulation shall be deemed void and the releases provided herein revoked. However, even in the event that this Court makes a determination upon the filing of the Application that the Williams Disclosures contain any material misstatements, omissions or misrepresentations, under no circumstances shall the Receiver be required to return and/or surrender any funds or property previously paid and/or turned over by the Defendants to the Receiver pursuant to the terms of this Stipulation.

8. Procedures Regarding Consent Final Judgment: Upon the filing of such Application, and upon a determination by the Court, after notice and a hearing, that the Williams Disclosures contain any material misstatements, omissions or misrepresentations, the Receiver shall be entitled to a Default Judgment against the Defendant for a total sum of Three Hundred Twenty Five Thousand Eight Hundred Dollars (\$325,800) and, in conjunction therewith, the Defendant hereby waives any and all defenses and objections to the entry of said Default Judgment.

9. Attorneys Fees. The prevailing party or parties in any dispute between the Settling Parties hereto arising from this Stipulation shall be entitled to reimbursement from the losing party or parties of all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party in connection with the prosecution or defense of said dispute.

10. Retention of Jurisdiction. The Settling Parties hereto agree that the Court shall retain jurisdiction to enforce the terms and conditions of this Stipulation and to otherwise resolve any disputes under or pertaining to this Stipulation and all parties hereto consent and submit to the jurisdiction of this Court for all such matters.

11. Court Approval. This Stipulation and the agreements and obligations herein are conditioned on and subject to the approval of the Court presiding over this matter. If such approval is denied or conditioned by the Court, this Stipulation shall be void and of no legal effect. The Settling Parties shall fully cooperate in the pursuit of Court approval of the terms and conditions of this Stipulation.

12. Motion for Approval. No later than ten (10) business days after execution of this Stipulation, the Receiver shall submit to the Court a Motion for Approval of this Stipulation of Settlement.

13. Entire Agreement. This Stipulation constitutes the entire agreement of the Settling Parties with respect to the matters stated herein and there are no other oral or written agreements between the parties which are supplementary or contrary to this Stipulation. There are no contemporaneous oral promises, representations or agreements not set forth herein inducing this Stipulation and all prior negotiations, discussions, statements and representations are merged herein. This Stipulation may only be modified by a written modification signed by each party hereto. Reliance by any party on oral communications accordingly is unwarranted.

14. Governing Law. This Stipulation shall be governed and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law.

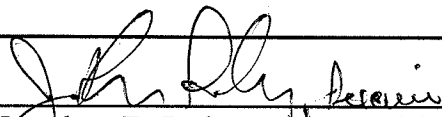

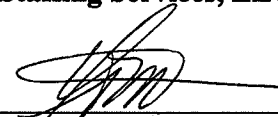
15. Assignment. This Stipulation is not assignable by the Settling Parties hereto, except pursuant to an order issued by the Court.



16. Authority. The Settling Parties have the full right, power and authority to execute and deliver this Stipulation and to perform its obligations hereunder. The Stipulation is valid, binding and enforceable against the Settling Parties in accordance with its terms. The execution and delivery of this Stipulation by the Settling Parties, the performance of the transactions contemplated hereby, and the fulfillment of the terms hereof applicable to the Settling Parties (i) will not conflict with or violate any indenture, contract, agreement, mortgage, deed or trust or other instrument to which the Settling Parties are a party or by which they are bound, (ii) will not conflict with or violate any order of any regulatory authority having jurisdiction over the Settling Parties, and (iii) will not conflict with or violate any law, rule, regulation, order, judgment or decree applicable to or binding on the Settling Parties.

17. Execution by Counterpart. This Stipulation may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Settling Parties have executed this Settlement Stipulation as of this 9<sup>th</sup> day of February, 2010.

<p>By: <u></u> Jonathan E. Perlman, Esq., solely in his capacity as Court appointed Receiver for 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 Club, Inc.</p> <p>Date: <u>2/18/2010</u></p>	<p>By: <u></u> <b>Yolette Williams</b>, individually</p> <p>Date: <u>2/9/10</u></p> <p><b>Yopana Staffing Services, LLC</b></p> <p>By: <u></u> Yolette Williams, Managing Member</p> <p>Date: <u>2/9/10</u></p>
---	---

# **WILLIAMS FINANCIAL DISCLOSURES**

## **ATTACHMENT TO STIPULATION OF SETTLEMENT**

**\*\* REDACTED \*\***

**PERSONAL FINANCIAL STATEMENT**

**A. Personal Background**

1. **Name:** yolette Williams
2. **Social Security Number:** [REDACTED]
3. **Date of Birth:** [REDACTED]
4. **Place of Birth:** St Marc Haiti
5. **Driver's License Number:** W 452-910-56 [REDACTED]
6. **Current Address:** [REDACTED] TAMARAC, FL 33321

7. **All Addresses since January 1, 2004:**  
 [REDACTED] - CURRENT  
 TAMARAC, FL 33321  
 [REDACTED] - previous  
 TAMARAC FL 33321

8. **Employment (list all employers since January 1, 2004):**

<u>Employer</u>	<u>Position</u>	<u>Responsibilities</u>	<u>Gross Salary</u>	<u>Starting Date</u>
Harte Hanks	outside Sales	Advertising & Acct Retention	23,235.92	2004
Flyer Publishings	outside Sales	" " "	27,873.15	2004
Flyer Publishing	outside sales	" " "	46,223.52	2005
Flyer Publishing	outside sales	" " "	31,473.24	2006
Simon Foods	Store mgr	supervise store daily activities	9,000.00	2006
Simon Foods	Store mgr	" "	53,236.66	2007
Simon Foods	Store mgr	" "	2,500.00	2008
DMCI	Partner	supervise office Daily activities	14,504.24	2008
Yopama Staffing Services LLC		supervise employees assigned to clients (leased to clients)	20,000.00	2008

**B. Assets**

1. **Bank Accounts (include Savings & Loan, Credit Unions, Certificates of Deposit, Individual Retirement Accounts and attach copies of most recent account statements):**

<u>Name of Institution</u>	<u>Address</u>	<u>Telephone Number</u>	<u>Type of Account</u>	<u>Account Number</u>	<u>Balance</u>
Bank of America	1400 N. UNIVERSITY DR. Coral Springs, FL 33071		Checking	[REDACTED]	182.52
			Savings	[REDACTED]	1044.40

2. **Other Cash:** NONE

3. **Insurance Policies (include life insurance, homeowner's insurance, etc.):**

<u>Name of Company</u>	<u>Policy Number</u>	<u>Amount you can borrow on policy</u>	<u>Cash Surrender Value</u>
State Farm Home owners Insurance	[REDACTED]	0	
	260-1500 [REDACTED]		Auto 0
	260-1500 [REDACTED]		Auto 0

4. Real Estate: (attach copies of deeds)

<u>Address</u>	<u>Date Purchased</u>	<u>Purchase Price</u>	<u>Current Value</u>	<u>Basis for Valuation</u>	<u>Mortgage Balance</u>	<u>Mortgage Holder</u>
[Redacted] Palm Bay	1-5-05	16,500.00	5,000	Property Research	0	N/A
			130K	Market Value	207,868.00	Citimortgage mc

Citimortgage Inc 6-4-05 207K  
 P.O. Box 6086  
 The Lakes, NV  
 88901-6006  
 207K

5. Motor Vehicles (including automobiles, motorcycles, watercraft, etc.):

<u>Year, Make and Model</u>	<u>Date Purchased</u>	<u>Current Value</u>	<u>Basis for Valuation</u>	<u>Loan Balance</u>	<u>Loan Payoff Date</u>
1988/300E Mercedes 4DR	9/2/93	500-	Estimated	0	N/A
2005 2DR Honda Accord	10/05	3,500	" "		5/08

6. Investment Securities (include stocks, bonds, etc. in public or closely held companies and attach copies of brokerage account statements):

<u>Name of Corporation</u>	<u>Number of Shares</u>	<u>Date Purchased</u>	<u>Purchase Price</u>	<u>Current Value</u>
----------------------------	-------------------------	-----------------------	-----------------------	----------------------





CFN 2005011537 01-12-2005 09:28 am  
OR Book/Page: 5408 / 2231

311

# Corporate Warranty Deed

This Indenture, made, January 5, 2005 A.D.  
Between Freya, Inc. whose post office address is: [REDACTED]  
a corporation existing under the laws of the State of Florida, Grantor and George Theodore and Yollette T.  
Williams whose post office address is: [REDACTED], Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00 ), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Brevard, State of Florida, to wit:



Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

THIS IS VACANT LAND.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Freya, Inc.

By: Randi Toffing  
Randi Toffing  
Its President

Signed and Sealed in Our Presence:

Jessie Thorne  
Witness First Name

[Signature]  
Witness First Name

HELEN JACKSON  
Witness First Name

State of Florida  
County of Brevard

(Corporate Seal)

**Scott Ellis**  
Clerk Of Courts, Brevard County  
#Pgs: 1 #Names: 3  
Trust: 1.00 Rec: 9.00 Serv: 0.00  
Excise: 0.00  
Mfg: 0.00 Int Tax: 0.00

The foregoing instrument was acknowledged before me this January 5, 2005, by Randi Toffing, the President of Freya, Inc. A corporation existing under the laws of the State of Florida, on behalf of the corporation. He/She is personally known to me or has produced a driver's license as identification.

[Signature] (Seal)  
Notary Public  
Notary Printed Name:

My Commission Expires: **HELEN JACKSON**  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD215230  
MY COMMISSION EXPIRES MAY 26, 2007

Prepared by:  
Helen Jackson, an employee of  
State Title,  
300 West Fee Avenue Suite A  
Melbourne, Florida 32901  
Parcel ID#: 29-36-22-KV-2941-7  
29-36-22-KV-2941-8  
File Number: A-33794

HC

7. Retirement Plans (including 401K, IRA, etc. –attach copies of most recent account statements):

<u>Type of Plan</u>	<u>Date Interest in Plan Acquired</u>	<u>Current Balance</u>	<u>Withdrawal Restrictions</u>
---------------------	---------------------------------------	------------------------	--------------------------------

*Ø*

8. Jewelry (specifically list each item of jewelry):

<u>Description of Each Item</u>	<u>Date Acquired</u>	<u>How Acquired</u>	<u>Purchase Price</u>	<u>Current Value</u>	<u>Basis for Valuation</u>
---------------------------------	----------------------	---------------------	-----------------------	----------------------	----------------------------

*Ø*

9. Electronic Equipment (i.e. computer, stereo, television, DVD, camcorder, facsimile, etc.):

<u>Description of Each Item</u>	<u>Date Acquired</u>	<u>How Acquired</u>	<u>Purchase Price</u>	<u>Current Value</u>	<u>Basis for Valuation</u>
27" Flat, UNIV R/C	8-11-04	purchased	278.88	50. <sup>00</sup>	Estimate
Sony 27"	2003	purchased	178.98	25. <sup>00</sup>	Estimate
42" LG	2007	purchased	690.00	150. <sup>00</sup>	Estimated



10. **Loans Receivable:** (attach copies of promissory notes)

<u>Name and Address of Borrower</u>	<u>Date of Loan</u>	<u>Loan Amount</u>	<u>Loan Terms</u>
---	-------------------------	------------------------	-----------------------



11. **Annuity Contracts** (attach copies):



12. **Limited Partnership Interests:** (attach partnership agreements)

<u>Name of Partnership</u>	<u>Percentage Interest</u>	<u>Date of Acquisition</u>	<u>Amount of Authority</u>	<u>Current Value</u>
--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------



13. **Trust Related Property:** (attach trust documents)

<u>Name of Trust</u>	<u>Value of Trust Assets</u>	<u>Type of Trust</u>	<u>Value of Beneficial Interest</u>
--------------------------	----------------------------------	--------------------------	---



14. Other Personal Property:

(2) Bedroom Sets  
(1) Living room  
(1) Dining Room

C. Liabilities

1. Credit Cards:

<u>Name of Credit Card Bank</u>	<u>Credit Limit</u>	<u>Amount Owed</u>
---------------------------------	---------------------	--------------------

0

2. Mortgages:

<u>Names, Address and Phone of Mortgagee</u>	<u>Date Incurred</u>	<u>Current Balance</u>	<u>Maturity Date</u>	<u>Monthly Payment</u>
--	--------------------------	----------------------------	--------------------------	----------------------------

Citi mortgage Inc	2007	207,862.12	2037	1672.52
-------------------	------	------------	------	---------

3. **Notes Payable:**

<u>Names, Address and Phone of Note Holder</u>	<u>Date Incurred</u>	<u>Current Balance</u>	<u>Maturity Date</u>	<u>Monthly Payment</u>
--	--------------------------	----------------------------	--------------------------	----------------------------



4. **Other Liabilities or Debts (list in detail):**



D. **Schedule of All Transfers in an Amount Equal to or in Excess of \$15,000 (U.S)  
Since January 1,2004**

<u>Names, Address and Phone of Transferee</u>	<u>Date of Transfer</u>	<u>Purpose for Transfer</u>	<u>Consideration for Transfer</u>
---	-----------------------------	---------------------------------	---------------------------------------



E. **Certification**

I certify that I do not own any assets or property not specifically listed in this Financial Statement.

I certify that no third parties hold any assets for my benefit that are not specifically listed in this Financial Statement.

I certify that I have not made any transfers to any third parties in an amount equal to or in excess of \$15,000 from January 1, 2004 through today which are not specifically referenced in this Financial Statement. *to the best of my knowledge.*

I certify that this Financial Statement is completely and fully accurate as of today.

I attach true and correct copies of our 2007 and 2008 Income Tax Returns.

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature)

*5/28/09*  
\_\_\_\_\_  
(Date)

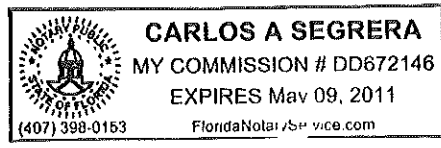
STATE OF FLORIDA )  
 )  
Broward COUNTY )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2009, who is personally known to me (or who has produced Driver's license as identification) who did take an oath.

*Carlos A. Seguera*  
\_\_\_\_\_  
Signature of Notary Public

(Seal)

Printed Name of Notary Public  
Commission No.  
Commission Expires



# **EX. ‘B’**

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

CASE NO. 09-20864-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.

YOLETTE WILLIAMS, an individual, and  
YOPANA STAFFING SERVICES, LLC,  
a Florida corporation,

Defendants.

---

**CONSENT FINAL JUDGMENT**

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"), having filed a Complaint for the avoidance of certain alleged fraudulent transfers and other relief against Yolette Williams and Yopana Staffing Services, LLC (the "Defendants"), and the Defendants having appeared and having consented to the entry of this Final Judgment without contest, and the Plaintiff having consented to this Final Judgment:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

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

2. This Court has personal jurisdiction over the Defendants pursuant to 28 U.S.C. § 754 and 1692.

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 1367.

4. On February 9, 2010, the Plaintiff and the Defendants entered into a certain Stipulation of Settlement, attached hereto and incorporated by reference herein. The parties to this action shall comply with and fully perform each and all of their duties and obligations as set forth in the Stipulation of Settlement.

5. The Defendants have made certain representations and disclosures to the Receiver regarding their financial status that are attached to the Stipulation of Settlement and are hereby incorporated into this Order, including that Defendants are without sufficient assets to satisfy a full money judgment entered against them in connection with the Plaintiff's claims. The Defendants acknowledge and agree that the Plaintiff has relied upon the truthfulness of these representations and disclosures in entering into the Stipulation of Settlement.

6. The Defendants hereby waive their right to appeal this Final Judgment.

7. This Court retains jurisdiction over this action for purposes of interpreting, enforcing or modifying this Final Judgment, including the incorporated Stipulation of Settlement, and for the purpose of granting such additional relief that may be necessary and appropriate.

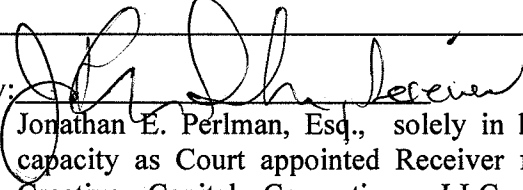
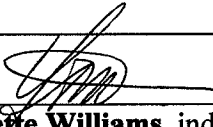
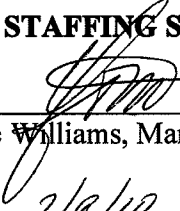
8. Final Judgment is hereby entered in this cause for the Receiver and against Defendants on the above described terms.

**SO ORDERED:**

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
United States District Judge

**ENTRY CONSENTED TO:**

<p>By:  Jonathan E. Perlman, Esq., solely in his capacity as Court appointed Receiver for 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 Club, Inc.</p> <p>Date: <u>2/18/2010</u></p>	<p>By:  <b>Yollette Williams, individually</b></p> <p>Date: <u>2/9/10</u></p> <p><b>YOPANA STAFFING SERVICES, LLC</b></p> <p>By:  Yollette Williams, Managing Member</p> <p>DATE: <u>2/9/10</u></p>
--	---



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 CONCEPT\$,  
LLC, and GEORGE L. THEODULE,

Defendants.

---

**ORDER APPROVING SETTLEMENT AGREEMENT AND CONSENT FINAL  
JUDGMENT IN THE ANCILLARY PROCEEDING OF JONATHAN E.  
PERLMAN V. YOLETTE WILLIAMS AND YOPANA STAFFING SERVICES, LLC.  
(CASE NO. 09-20864-CIV-HURLEY/HOPKINS)**

THIS CAUSE came before the Court on the Motion for Approval of Settlement Agreement (the "Motion") filed by Jonathan E. Perlman, Esq., as 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"), for the approval of a certain Settlement Agreement and Consent Final Judgment reached between the Receiver and the defendants in the action styled Jonathan E. Perlman, as Court-Appointed Receiver of Creative Capital Consortium, LLC, et al. v. Yolette Williams and Yopana Staffing Services, LLC. Case No. 09-20864-CIV-HURLEY/HOPKINS (the "Ancillary Lawsuit"), currently pending in the United States

District Court for the Southern District of Florida (the "Court") ("Settling Parties").

The Settling Parties seek an Order from this Court approving the Settlement Agreement and the Consent Final Judgment entered into between the Settling Parties. The Court having reviewed the Motion, the Settlement Agreement between the Settling Parties, the Consent Final Judgment, the record in this action, and being otherwise duly advised in the premises, and finding it appropriate to approve the Motion, it is hereby

**ORDERED AND ADJUDGED** as follows:

1. The Motion is hereby **GRANTED** by the Court. The Settlement Agreement and the Consent Final Judgment are approved.
2. The Settling Parties are authorized and directed to comply with the terms of the Settlement Agreement.
3. The Court shall retain jurisdiction to enforce the terms of said Settlement Agreement, the Consent Final Judgment and this Order.

**DONE** and **ORDERED** in Chambers at West Palm Beach, Florida this \_\_\_\_ day of \_\_\_\_\_, 2010 in the Southern District of Florida.

---

DANIEL T.K. HURLEY  
UNITED STATES DISTRICT COURT JUDGE