

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

CASE NO. 09-22327-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.

JEAN DUPRE, an individual,

Defendant.

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**RECEIVER'S MOTION FOR APPROVAL OF SETTLEMENT  
AGREEMENT AND FINAL JUDGMENT**

The Plaintiff, JONATHAN E. PERLMAN, Esq., the court-appointed Receiver (the "Receiver") of Creative Capital Consortium, LLC and related receivership entities, hereby files this Motion for Approval of Settlement Agreement, including the entry of Final Judgment ("Motion"), with defendant Jean Dupre, an individual, (the "Defendant").

**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 and obtained 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 receiver 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 fraudulent transferred from the possession of the Receivership Entities.

5. On August 7, 2009, the Receiver filed his 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. Jean Dupre, an individual, (the “Defendant”), case no. 09-22327-CIV-HURLEY/HOPKINS (the “Lawsuit”), currently pending in the United States District Court for the Southern District of Florida (the “Court”).

6. On July 29, 2010 the Defendant and the Receiver (the “Settling Parties”) entered into a settlement to resolve and settle the Lawsuit on the terms and conditions contained therein (the “Settlement Agreement”). The Defendants and the Receiver also entered into a Final Judgment which incorporates the terms of the Settlement Agreement.

#### **SETTLEMENT AGREEMENT**

7. The settlement is memorialized in the Stipulation of Settlement (the “Settlement Agreement”) attached hereto as Exhibit “A” and further incorporated in the Final Judgment attached hereto as Exhibit “B” and duly executed by each Defendant. 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 Final Judgments by Consent.

8. A summary of the *material* terms and conditions of the Settlement Agreement are as follows:<sup>1</sup>

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<sup>1</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.

- The Defendant agrees to consent to a duly executed judgment in the amount of \$64,500.00
- Jean Dupre agrees to fully cooperate with any investigation conducted by the Receiver, and to provide testimony at any future deposition, hearing or trial, waving service by subpoena in connection therewith
- The Settlement Agreement and Final Judgment are contingent upon the approval by this Court of this Motion.

**RELIEF REQUESTED AND MEMORANDUM OF LAW**

9. 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.*

10. 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.

11. 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.” *Id.* (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.

12. 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.

13. 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.*

14. 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.

15. 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.

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 Final Judgment and (iii) granting the Receiver such other and further relief as the Court deems just and proper.

Dated: August 6<sup>th</sup>, 2010  
Miami, Florida

Respectfully submitted,

By: /s/ David P. Lemoie \_\_\_\_\_

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Attorneys for Receiver

Jonathan E. Perlman, Esq.

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that on August 6<sup>th</sup>, 2010, the foregoing document was electronically filed with the Clerk of the Court using CM/ECF and is also being served on all counsel of record listed in 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 electronic Notices of Electronic Filing.

s/ David Lemoie  
David Lemoie, Esq.

**SERVICE LIST**

**JONATHAN E. PERLMAN, ESQ., as court appointed Receiver of Creative Capital  
Consortium, LLC, et al. v. JEAN DUPRE  
CASE NO. 09-22327-CIV-HURLEY/HOPKINS  
United States District Court, Southern District of Florida**

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*Attorney for Defendant Jean Dupre*

Via CM/ECF

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

CASE NO. 09-22327-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.

JEAN DUPRE, an individual,

Defendant.

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**ORDER APPROVING SETTLEMENT AGREEMENT AND FINAL JUDGMENT OF  
CONSENT IN THE ANCILLARY PROCEEDING OF JONATHAN E. PERLMAN V.  
JEAN DUPRE (CASE NO. 09-22327-CIV-HURLEY/HOPKINS)**

This cause came before the Court on the Motion for Approval of Settlement Agreement (the “Motion”) [DE #\_\_\_, Case No. 09-22327] filed by Jonathan E. Perlman, Esq., as court-appointed Receiver (the “Receiver”) of Creative Capital Consortium, LLC and all related entities, for the approval of a certain Settlement Agreement and Final Judgment of Consent reached between the Receiver and Defendant Jean Dupre (the “Defendant”).

The Settling Parties seek an Order from this Court approving the Settlement Agreement and the Final Judgment entered into between the Settling Parties. The Court having reviewed the Motion, the Settlement Agreement between the Settling Parties, the 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 [DE #\_\_\_\_, Case No. 09-22327] is hereby **GRANTED** by the Court.

The Settlement Agreement and the 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 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.

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DANIEL T.K. HURLEY  
UNITED STATES DISTRICT COURT JUDGE

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

CASE NO. 09-22327-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.

JEAN DUPRE, an individual,

Defendant.

---

**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 and related receivership entities, by and through his undersigned counsel and Defendant Jean Dupre, an individual (“Dupre” or “Defendant”).

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 receiver 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 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 fraudulent transferred from the possession of the Receivership Entities; and

WHEREAS, on August 7, 2009, the Receiver filed a 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. Jean Dupre*, case no. 09-22327-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) conversion; 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, Defendant has provided the Receiver with detailed, sworn financial disclosures, setting forth a true and accurate representation of his current financial worth and condition (the "Dupre Disclosures")<sup>1</sup>.

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

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<sup>1</sup> The Dupre Disclosures, attached hereto as Exhibit A, are hereby incorporated by reference.

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. Consent Judgment. The Defendant agrees to the entry of a Consent Final Judgment for Sixty Four Thousand and Five Hundred and 00/100 Dollars (\$64,500.00) in the form attached and incorporated herein by reference (the "Defendant's Consent Judgment").

3. Assignment of Claims: Defendant hereby assigns to the Receiver any and all rights to any claims or causes of action Defendant 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 and related 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. Dupre Financial Warranties and Representations. As a material inducement for the Receiver to execute this Stipulation, Defendant hereby warrants and represents that the information contained in the Dupre Disclosures is true and accurate to the best of his knowledge and information and does not contain any material misstatements or misrepresentations.

5. Limited Mutual General Release Among Defendant and Receiver. The Defendant 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 exclusively raised in or that could have been raised in the Lawsuit.

6. Cooperation by Defendant. Defendant 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 Defendant for testimony, either at a deposition, hearing or trial.

7. Consent Decree by Defendant. Defendant agrees to the entry of a Consent Decree, 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 Dupre Disclosures (or any other financial information previously provided by Defendant or to be provided by Defendant, 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, the dismissal of the Lawsuit rescinded, 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 Dupre Disclosures contain any material misstatements, omissions or misrepresentations, under no circumstances shall the Receiver be required to return and/or surrender any funds previously paid and/or collected and/or turned over by the Defendant to the Receiver pursuant to the Defendant's Consent Judgment.

8. Procedures Regarding Consent Decree: Upon the filing of such Application, and upon a determination by the Court, after notice and a hearing, that the Dupre 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 Two Hundred and One Thousand and Eighty Seven and 34/100 Dollars (\$201,087.34) 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 Stipulations 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 five (5) 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.

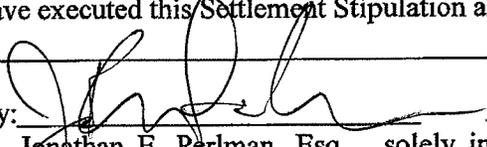
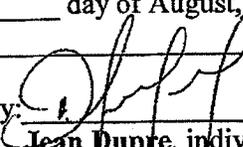
14. Governing Law. This Stipulation shall be governed and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law.

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 \_\_\_\_ day of August, 2010.

<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>8/6/2010</u></p>	<p>By:  Jean Dupre, individually</p> <p>Date: <u>8/6/2010</u></p>
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
(WEST PALM BEACH DIVISION)

CASE NO. 09-22327-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.

JEAN DUPRE, an individual,

Defendant.

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**FINAL JUDGMENT BY CONSENT**

Plaintiff, Jonathan E. Perlman, Esq., the court-appointed Receiver (the "Receiver") of Creative Capital Consortium, LLC and related receivership entities, and the Defendant, Jean Dupre, an individual, having entered into that certain Settlement Agreement and Stipulation in final resolution of all claims asserted in this matter dated August \_\_, 2010 (the "Settlement Agreement"), and in connection therewith, the Defendant 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. The parties hereby stipulate to the following findings of fact:
  - a. On August 7, 2009, the Receiver filed his Complaint in this case, seeking, *inter alia*, the avoidance and recovery under the Florida Uniform

Fraudulent Transfer Act of transfers to the Defendant in the amount of \$201,087.34 (the "Transfers.")

- b. The Transfers were received by the Defendant.
- c. The Transfers were made by the Receivership Entities as a "debtor", as that term is defined under FUFTA and applicable Florida law, with the actual intent to hinder, delay and defraud the creditors of the Receivership Entities.

2. The Transfers are hereby avoided under FUFTA.

3. Judgment for money damages in the amount of Sixty Four Thousand and Five Hundred and 00/100 Dollars (\$64,500.00) is hereby entered against the Defendant in favor of the Receiver.

4. The terms and conditions of the Settlement Agreement and the obligations of the Defendant therein are hereby incorporated into and made a part of this Final Judgment

5. The Defendant hereby waives his right to appeal this Final Judgment.

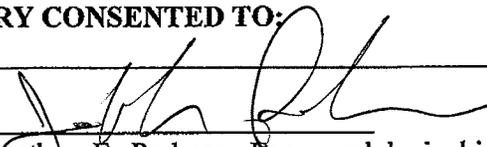
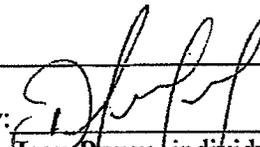
6. This Court retains jurisdiction over this action for purposes of interpreting, enforcing or modifying this Final Judgment and for the purpose of granting such additional relief that may be necessary and appropriate.

**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>8/6/2010</u></p>	<p>By:  Jean Dupre, individually</p> <p>Date: <u>8/6/2010</u></p>
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