

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. PAULETTE THEODULE (CASE NO. 09-81085-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\$, LLC¹, 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 the Plaintiff in the ancillary proceeding of Jonathan E. Perlman v. Paulette Theodule Case No. 09-81085, hereby files this Motion for Approval of Settlement Agreement, including the entry of a Consent Final Judgment, (the "Motion") with defendant Paulette Theodule ("Defendant") and Request for Hearing and further states as follows:

¹ 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 July 24, 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. Paulette Theodule Case No. 09-81085-CIV-HURLEY/HOPKINS (the "Ancillary Lawsuit"), currently pending in the United States District Court for the Southern District of Florida (the "Court").

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

7. On February 12, 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:²

- The Defendant agrees 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.
- The Defendant will assign to the Receiver all rights to claims and causes of action against George Theodule or any current or future Receivership Entities.
- The Defendant warrants and represents that the information contained in her 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 \$100,000.00.
- The Defendant agrees 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.

RELIEF REQUESTED AND MEMORANDUM OF LAW

10. The "All Writs Act," 28 U.S.C. § 1651(a), provides a district court with the

² 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.

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 (11th 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 (5th 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 (11th 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 19, 2010
Miami, Florida

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on February 19, 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.

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