

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

CASE NO. 09-81222-CIV-HURLEY/HOPKINS

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

Plaintiff,

v.

DEAN MEAD EGERTON BLOODWORTH
CAPUANO & BOZARTH, P.A.,

Defendant.

**RECEIVER'S AGREED MOTION FOR LEAVE TO AMEND COMPLAINT AND
REQUEST FOR CORRESPONDING EXTENSION OF CASE MANAGEMENT
DEADLINES**

The Plaintiff, Jonathan E. Perlman, Esq., the court-appointed Receiver (the "Receiver") of Creative Capital Consortium, LLC and related entities hereby files this Agreed Motion for Leave to Amend Complaint and Request for Extension of Case Management Deadlines and states as follows:

INTRODUCTION AND GROUNDS FOR THE PROPOSED AMENDMENT

The Defendant in this case is a law firm which handled funds related to real estate transactions which involved some of the Receivership Entities. In his original Complaint, the Receiver alleges claims for fraudulent transfer against the Defendant. However, such claims were "limited" in scope and amount to a particular transaction, referred to as the "Wildwood" transaction.

The parties in this case have been involved in extended settlement discussions and anticipate that this matter will be resolved through settlement as opposed to trial. However, during the course of discovery and the voluntary exchange of information among the parties arising from the exploration of settlement, the Receiver has discovered facts giving rise to additional potential claims against the Defendant arising from a separate but related real estate transaction, referred to as the “Regency Suites I” transaction. Both parties agree that these additional potential claims are not otherwise barred by any applicable statutes of limitation or repose.

This case is scheduled for calendar call before the United States District Court for the Southern District of Florida on October 4, 2010. In order to avoid the expense and confusion associated with two parallel lawsuits based largely upon the same set of facts and circumstances, both parties desire that the existing complaint be amended and that all claims be addressed in a single proceeding. The Receiver now seeks to amend his claims accordingly¹. A copy of the Receiver’s proposed Amended Complaint is attached as *Exhibit “A.”*

LEGAL ARGUMENT

A. Liberal Amendment of the Pleadings is Allowed as Justice so Requires.

1. Rule 15(a)(2) of the Federal Rules of Civil Procedure allows for liberal amendment of the pleadings in the interests of justice and provides in relevant part:

Other Amendments. In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. *The court should freely give leave when justice so requires.*

Fed.R.Civ.P. 15(a) (emphasis supplied.)

¹Notwithstanding their desire for cost efficiency and judicial economy, the Defendant nonetheless disputes the factual and legal grounds for the additional claims and intends to vigorously defend against them.

2. The policy of the federal rules is to permit liberal amendment to facilitate determination of claims on the merits and to prevent litigation from becoming a technical exercise in the fine points of pleading. See, e. g., Foman v. Davis, 371 U.S. at 182, 83 S.Ct. at 230, 9 L.Ed.2d at 225-26; Conley v. Gibson, 355 U.S. 41, 48, 78 S.Ct. 99, 103, 2 L.Ed.2d 80, 86 (1957); Sherman v. Hallbauer, 5 Cir. 1972, 455 F.2d 1236, 1242. Thus, in the absence of any apparent or declared reason-such as undue delay, bad faith or dilatory motive on the part of the movant, or undue prejudice to the opposing party by virtue of allowance of the amendment, the leave sought should, as the rules require, be ‘freely given.’” McKinley v. Kaplan, 177 F.3d 1253, 1258 (11th Cir. 1999) (quoting Foman v. Davis, 371 U.S. 178, 181-82, 83 S.Ct 227, 9 L.Ed.2d 222 (1962)).

3. The parties are acting in good faith in seeking to amend the pleadings in this case. They seek judicial economy and efficiency. Although the parties acknowledge that the trial date in this case is fast approaching, they nonetheless come before this Court in the spirit in which Rule 15 was intended with a goal to determine the claims in this case on their merits in the most efficient manner with fairness to all parties involved. Given that the Receiver’s new claims arise from virtually the same facts and circumstances as the pending claims in this case, it would be unfair and unduly burdensome to the parties, and inefficient for the court, to try the new claims in a separate proceeding.

4. The parties further agree that additional discovery and additional experts may be needed to address the claims as amended. Moreover, the parties agree that the amendment raises additional legal issues, not previously considered and briefed during the dispositive motion period.

CONCLUSION

For the reasons set forth above, the Receiver, on behalf of both parties in this case, respectfully requests that this Court enter an order granting leave to file the Amended Complaint and that the trial schedule and all case management deadlines, including dispositive motion deadlines, expert disclosures, and discovery deadlines be extended accordingly upon filing of the Amended Complaint.

Respectfully submitted this 1st day of September, 2010.

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CERTIFICATE OF SERVICE

I hereby certify that on September 1, 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.

/s/ David P. Lemoie
David P. Lemoie

SERVICE LIST

**JONATHAN E. PERLMAN, ESQ., as court appointed Receiver of Creative Capital
Consortium, LLC, et al. v. DEAN MEAD, et al.
CASE NO. 09-81222-CIV-HURLEY/HOPKINS
United States District Court, Southern District of Florida**

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

CASE NO. 09-81222-CIV-HURLEY/HOPKINS
(Ancillary Proceeding to U.S.D.C. Case No. 08-81565-CIV-HURLEY/HOPKINS)

<p>JONATHAN E. PERLMAN, Esq., as court appointed Receiver of Creative Capital Consortium, LLC, et al.,</p> <p>Plaintiff,</p> <p>v.</p> <p>DEAN MEAD EGERTON BLOODWORTH CAPUANO & BOZARTH, P.A.</p> <p>Defendant.</p> <hr/>	<p><u>FIRST AMENDED COMPLAINT FOR DAMAGES AND TO AVOID AND RECOVER FRAUDULENT TRANSFERS AND FOR OTHER RELIEF</u></p>
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The Plaintiff, Jonathan E. Perlman, Esq., the court-appointed Receiver (the “Receiver”) of Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC,¹ United Investment Club, LLC and Reverse Auto Loan, LLC, a Florida limited liability company,² sues the Defendant, Dean, Mead, Edgarton, Bloodworth, Capuano, and Bozarth, P.A. (the “Dean Mead Law Firm”) and alleges:

THE PARTIES, JURISDICTION AND VENUE

1. The Receiver was appointed by the United States District Court for the Southern District of Florida pursuant to this Court’s Order dated December 29, 2008 (the “Receivership Order”) in the action styled: *Securities and Exchange Commission (“SEC”) v. Creative Capital*

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.”

² Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC, United Investment Club, LLC and Reverse Auto Loan, LLC shall sometimes be collectively referred to as the “Receivership Entities.”

Consortium, LLC, A Creative Capital Concept\$, LLC and George L. Theodule (collectively, the “Receivership Defendants”), Case No. 08-81565-CIV-HURLEY/HOPKINS, pending in the United States District Court, Southern District of Florida (the “SEC Receivership Action”).

2. The receivership was subsequently expanded to include United Investment Club, LLC and Reverse Auto Loan, LLC, a Florida limited liability company.

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.

4. 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 as 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).

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

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

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

and 1692.

8. At all times material hereto, George Theodule (“Theodule”) was an officer, director, managing agent and/or control person of each of the Creative Capital Entities. Theodule is a named defendant in the SEC Receivership Action. From and after the formation of each Creative Capital Entity, Theodule operated a massive Ponzi scheme receiving over \$60 million of investor funds.

9. The Defendant, the Dean Mead Law Firm, is a Florida law firm organized as a professional association with offices located at 800 North Magnolia Avenue, Suite 1500, Orlando, Florida.

FACTS COMMON TO ALL COUNTS

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

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

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

13. Additionally, the SEC sought (1) an order requiring the Receivership Defendants to provide a sworn accounting of all proceeds they received, directly or indirectly, as a result of the securities law violations; (2) an order requiring the Receivership Defendants to disgorge, with prejudgment interest, any ill-gotten gains they received; (3) the imposition of civil penalties

pursuant to section 21(d) of the Exchange Act; (4) an order freezing the Receivership Defendants' assets pending resolution of the matter; (5) the appointment of a receiver over the Receivership Entities; (6) an order requiring the Receivership Defendants to take steps necessary to repatriate to the territory of the United States all funds and assets of investors; and (7) an order requiring the Receivership Defendants to preserve records in their custody, possession or subject to their control.

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

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

16. Subsequently, the Court entered a Judgment of Permanent Injunction and Other Relief against George Theodule (DE 179) and on March 26, 2010, the Court entered a Judgment of Permanent Injunction against Creative Capital Consortium, LLC and A Creative Capital Concept\$, LLC. (DE 227)

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

18. Prior to the receivership, the Receivership Entities, which promised to double investments within 90 days risk free, raised in excess of \$60 million from thousands of investors

by and through the use of over 100 investment clubs located in Florida, New Jersey, Georgia and other states.

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

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

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

**THE FRAUDULENT INVESTMENT SCHEME
OF THE CREATIVE CAPITAL ENTITIES**

A. Overview of the Scheme

22. The Creative Capital Entities have engaged in a fraudulent Ponzi scheme predominately targeting the United States Haitian community since at least November 2007.

23. Holding himself out as a pastor, Theodule ingratiated himself with investors by claiming he was offering his investment expertise to help build wealth in the Haitian community. He also informed investors he used part of his trading profits to fund start-up businesses in the Haitian community, as well as business projects in Haiti and Sierra Leone.

24. The Creative Capital Entities primarily attracted investors through word-of-mouth, and Theodule made his representations during face-to-face meetings in which he touted his ability to double investor funds in just 90 days. Theodule typically depicted his investment plan and boasts of incredible profits trading stocks and options on dry erase boards or flip charts.

25. Theodule also routinely boasted to investors about Creative Capital's high rates of return, and stressed the need to begin investing as soon as possible. He told one investor he had made millionaires out of a significant number of people in the time it had taken her to decide to invest, and pressured her to liquidate the equity in her home to invest with him.

26. The Creative Capital Entities' presentations emphasized the safety and security of investing with them. They guaranteed investors 100% returns with no risk, and claimed to invest in the stocks and options of well-known companies such as Google, John Deere, Monsanto, Best Buy, Gamestop, and others.

27. Since the commencement of the investment scheme, the Creative Capital Entities have raised more than \$60 million from thousands of investors nationwide.

28. While the scheme was being perpetrated, Theodule, using Creative Capital funds and other property owned by Creative Capital, acquired certain real and personal property as nominee for Creative Capital, the actual owner of such property. Indeed, in his sworn accounting of assets filed with the Court, Theodule expressly acknowledged several such assets being acquired in such manner, and that such assets were property of Creative Capital and not of himself individually.

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

29. To add to investors' sense of security, Theodule directed prospective investors to form "investment clubs," which a purported self-regulatory agency, Smart Investment

Management Services, LLC (“SIMS”), helped the investors form. This entity also supposedly protected investors through independent verification of their deposits.

30. In reality, SIMS was a private company run by a former Creative Capital employee and not a regulatory entity.

31. The investment clubs pooled investor funds and sent them to Creative Capital for a 90-day period, during which Theodule purportedly traded stocks and options on behalf of the investment club members.

32. Unlike a real investment club, the members did not participate in making investment decisions, rarely had club meetings, and deposited funds exclusively with the Creative Capital Entities.

33. Thus, the investment clubs served principally as vehicles to funnel funds to Theodule and Creative Capital.

34. The investment clubs typically required a minimum \$1,000 investment per investor, which the investor could not withdraw during the 90-day investment period.

35. The investment clubs deposited the investors’ funds into their own bank accounts, pooled the funds, and remitted the money to Creative Capital, minus a 10% club commission.

36. At the end of the 90-day investment period, when the Creative Capital Entities had purportedly doubled the investment amount, they supposedly returned the principal and profits back to the investment clubs, minus a 40% commission on the profits. Prior to distributing the proceeds back to the individual club members, the investment clubs typically charged a second 10% commission on the principal.

C. Fraudulent Misrepresentations and Omissions

37. In connection with Creative Capital’s fraudulent Ponzi scheme, numerous

material misrepresentations and omissions were made regarding Creative Capital's business, Theodule's stock trading, and the use of investor funds.

38. For example, Theodule's claimed success in trading stocks and options was demonstrably false. Indeed, soon after his appointment, the Receiver came to learn that of the more than \$18.3 million that had been deposited in brokerage accounts Theodule controlled, he had lost approximately 97% of those funds trading stocks and options. In fact, Theodule consistently lost money trading in those accounts since November 2007, and never generated any net trading profits.

39. Soon after his appointment, however, the Receiver came to learn that Creative Capital hid its losses from current and prospective investors, paying principal and purported profits to existing investment clubs and individual investors of approximately \$16.8 million from new investor funds.

40. Additionally, Theodule claimed he used trading profits to fund new business ventures, some of which benefitted the Haitian community in the United States and Haiti, and others in Sierra Leone.

41. In reality, there were no trading profits because the funds of the Creative Capital Entities: (i) had been used to pay earlier investors their purported profits; and (ii) had been misappropriated for the personal use and benefit of Theodule, his friends and his family.

42. Theodule's representations about the safety and security of investors' funds were also patently false. SIMS was not a regulatory agency, but rather a private corporation headed by a former Creative Capital employee.

43. Further, there was no evidence that SIMS has access to or otherwise verified the deposits to ensure the safety of investor funds. To the contrary, the Receiver came to learn that

Theodule had commingled investor funds extensively with his own personal accounts and had misappropriated at least \$5.7 million. This amount includes net transfers of at least \$4.0 million to his personal bank accounts, cash withdrawals of more than \$1.0 million and more than \$700,000 for apparent personal expenses such as multiple luxury vehicles, credit card bills, a wedding payment for Theodule's marriage, and a down-payment for the purchase of a house.

44. Thus, Theodule misrepresented the safety and security of the Creative Capital investments when he led investors to believe: (i) they could withdraw their funds any time after the initial 90-day investment period; (ii) there was no risk; and (iii) SIMS verified the security of their funds.

45. At all times material hereto, the Creative Capital Entities were undercapitalized and insolvent.

D. The Wildwood Transaction and the Dolce Regency Transaction

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

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

(emphasis added).

47. While the Retainer Agreement was initially based upon an hourly fee basis, in a

document dated May 2, 2008, entitled Amendment to Retainer Agreement, GAPA and Creative Capital agreed that the fee agreement would be modified from an hourly rate to a fixed monthly amount of \$10,000. Between March of 2008 and June of 2008, Creative Capital paid Alexis and GAPA as provided under the May 2, 2008, modified fee agreement. Notably, no written fee agreement ever existed between or among Theodule and Alexis or GAPA.

48. On or about May 29, 2008, Theodule formed Dolce Regency, LLC, a Florida limited liability company, for the purpose of investing in real estate. Subsequently on or about July 24, 2008, Theodule authorized an amendment to the Articles of Organization, changing the name of Dolce Regency, LLC. to Dolce Regency Suites, LLC, a Florida limited liability company (“Dolce Regency”) and adding as manager Pacific Atlantic Investment, LLC., a limited liability company.

49. The funding for the real estate transactions contemplated by Dolce Regency was accomplished using cash assets/money invested by Creative Capital investors, consistent with Theodule’s practice of acquiring Creative Capital assets in his own name as nominee for Creative Capital.

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

51. In or about July, 2008, Theodule, as managing member of Dolce Regency, executed a Membership Interest Purchase and Sale Agreement (the “Wildwood Purchase Agreement”), pursuant to which Dolce Regency intended to acquire a 100% membership interest in Willis-Wildwood Investments, LLC (“Wildwood Investments”), a Florida limited liability company and the owner of two vacant lots (the “Wildwood Lots.”) located adjacent to the

proposed Regency Suites hotel-condominium project, a 364,000 square foot real estate development project consisting of 325 mixed-use residential and hotel units located on Regency Suites Drive in Orlando, Florida (the “Regency Property.”)

52. On or about August 12, 2008, Theodule, as managing member of Dolce Regency, executed a Membership Interest Purchase and Sale Agreement (the “Dolce Purchase Agreement”), pursuant to which Dolce Regency acquired a 100% membership interest in Regency Suites I, LLC (“Regency Suites I”), the owner and developer of the proposed the Regency Property.

53. Both the Wildwood Purchase Agreement and the Dolce Purchase Agreement expressly disclosed Alexis and GAPA as counsel for Dolce Regency in connection with Dolce Regency’s intended purchase of the Wildwood Investments and the Regency Suites I membership interests. Dolce Regency’s purchase of these membership interests, used as the vehicle to acquire prospective ownership of the Wildwood Lots and the Regency Property, was directly within the scope of Retainer Agreement among Creative Capital and GAPA, which defined GAPA and Alexis’ legal services as being *“related to Real Estate Transactions, Mortgage Programs and Contracts; reviewing purchase agreements for accuracies in preparation for closings of the transactions; and preparing agreements between partners of the Real Estate programs.”*

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

55. In or about July, 2008, in contemplation of the purchase of the Wildwood Lots,

Creative Capital, by and through Alexis and GAPA, transferred Three Hundred Thousand Dollars (\$300,000) from the Creative Capital Trust Account to an escrow account established and administered by the Dean Mead Law Firm allegedly on behalf of Dolce Regency (the “Wildwood Transfer.”)

56. The purchase by Dolce Regency of the Wildwood Investment membership interests as contemplated by the Wildwood Purchase Agreement was never consummated. Instead, in or about December, 2008, Theodule and Dolce Regency caused Sixty Six Thousand Four Hundred and Nine Dollars and Thirty Eight cents (\$66,409.38) of the escrowed Wildwood Transfer funds to be transferred to and for the benefit of the Dean Mead Law Firm for the alleged payment of accrued legal fees (the “Wildwood Fee Transfer.”) The remaining funds comprising the Wildwood Transfer were paid by Dean Mead to various third-parties allegedly associated with the contemplated Wildwood Investments transaction.

57. On August 13, 2008, in contemplation of the purchase of the Regency Property, Creative Capital, by and through Alexis and GAPA, transferred Seven Million Dollars (\$7,000,000) from the Creative Capital Trust Account to Dolce Regency to an escrow account established and administered by the Dean Mead Law Firm alleged on behalf of Dolce Regency (the “Dolce Transfer”.)

58. Theodule and Dolce Regency caused Sixty One Thousand Nine Hundred Dollars (\$61,900.00) of the escrowed Dolce Transfer funds to be transferred to and for the benefit of the Dean Mead Law Firm for the alleged payment of accrued legal fees (the “Dolce Fee Transfer.”) The remaining Dolce Transfer funds were paid by the Dean Mead Law Firm to various third-parties allegedly associated with the contemplated Regency Property transaction including

payments for certain of the outstanding financial obligations of Regency Suites I at the closing of the sale of the Regency Property.

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

(Against Defendant as Initial Transferee)

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

60. As a result of the Wildwood Transfer, the Dolce Transfer, and other transfers made by Creative Capital to Dolce Regency, at all times material hereto, Creative Capital and the other Receivership Entities have legal claims against Dolce Regency, and are “creditors” of Dolce Regency as that term is defined by the Florida Uniform Fraudulent Transfer Act at Florida Statutes § 726 .101 et seq. (“FUFTA.”) Furthermore, by virtue of Theodule’s use of Creative Capital investment funds to acquire a nominee membership interest in Dolce Regency, Creative Capital is an equity holder and member of Dolce Regency having claims arising from its membership interest qualifying Creative Capital as a “creditor” under FUFTA.

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

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

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

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

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

65. The Wildwood Transfer and the Dolce Transfer constituted a transfer of an interest in property of Dolce Regency to the Dean Mead Law Firm within four years under Chapter 726 of the Florida Statutes.

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

67. In addition, Dolce Regency made the Wildwood Transfer and the Dolce Transfer with the actual intent to hinder, delay or defraud creditors of Dolce Regency and such transfer

was not received in good faith by the Dean Mead Law Firm. Among other badges of fraud, at or near the time of the Wildwood Transfer and the Dolce Transfer, Dolce Regency: (i) was insolvent; (ii) was not paying its debts as they became due; (iii) did not receive reasonably equivalent value for the Wildwood Transfer and the Dolce Transfer; (iv) had, through its principals, defrauded creditors of millions of dollars; and (v) absconded.

68. As a result of the above, the Receiver can avoid the Wildwood Transfer and the Dolce Transfer to the Dean Mead Law Firm pursuant to Chapter 726 of the Florida Statutes and recover the value thereof from the Dean Mead Law Firm.

WHEREFORE, the Receiver demands judgment against the Dean Mead Law Firm as follows: (i) determining that the Wildwood Transfer and the Dolce Transfer were fraudulent and avoiding and recovering the value thereof from the Dean Mead Law Firm; (ii) awarding pre-judgment interest; and (iii) for any other relief the Court deems appropriate.

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

(Against Defendant as Subsequent Transferee)

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

70. As a result of investments made by A Creative Capital Concept\$, LLC, United Investment Club, LLC and Reverse Auto Loan, LLC (the three Receivership Entities other than Creative Capital Consortium, LLC) into Creative Capital Consortium, LLC, and the claims of those three Receivership Entities created in connection therewith, the Receiver standing in the shoes of the Receivership Entities is a “creditor” of Creative Capital, as defined by the Florida Uniform Fraudulent Transfer Act at Florida Statutes § 726 .101 et seq. (“FUFTA”).

71. As a result of the creditor claims among Receivership Entities, at all times material hereto, Creative Capital is a “debtor” as that term is defined by FUFTA.

72. The Wildwood Transfer and the Dolce Transfer are “voidable” transfers under FUFTA, and furthermore rendered Creative Capital unable to pay the claims of the Receiver, and the other three Receivership entities in their respective capacities as creditors of Creative Capital under FUFTA.

73. The Wildwood Fee Transfer and the Dolce Fee Transfer arise from funds received by Dolce Regency in connection with the Wildwood Transfer and the Dolce Transfer, respectively. The Dean Mead Law Firm took the Wildwood Fee Transfer and the Dolce Fee Transfer as subsequent transferees of the Wildwood Transfer and the Dolce Transfer, respectively, without value and with a lack of good faith pursuant to Florida Statutes § 726.109, and the Receiver may recover the value of the Wildwood Fee Transfer and the Dolce Fee Transfer from the Dean Mead Law Firm.

WHEREFORE, the Receiver demands judgment against the Dean Mead Law Firm recovering the value of the Wildwood Fee Transfer and the Dolce Fee Transfer, awarding pre-judgment interest; and for any other relief the Court deems appropriate.

COUNT 3
Unjust Enrichment

74. The Receiver re-alleges paragraphs 1 through 73 above as if fully set forth herein.

75. This is a claim for unjust enrichment.

76. At all material times, the Dean Mead Law Firm knew that the Wildwood Fee Transfer, the Dolce Fee Transfer were in fact the property of Creative Capital which was being wrongfully used and misappropriated by Theodule.

77. The Receivership Entities, via Dolce Regency, conferred a benefit on the Dean Mead Law Firm in the form of the Wildwood Fee Transfer, and the Dolce Fee Transfer.

78. The Dean Mead Law Firm knowingly and voluntarily accepted and retained the benefit conferred upon them by the Wildwood Fee Transfer and the Dolce Fee Transfer.

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

80. The Dean Mead Law Firm has been unjustly enriched by virtue of the Wildwood Fee Transfer and the Dolce Fee Transfer at the expense of Creative Capital.

81. The Receiver is entitled to the return of those amounts in which the Dean Mead Law Firm was unjustly enriched through disgorgement or any other appropriate remedy.

WHEREFORE, the Receiver respectfully requests this Court enter judgment against the Dean Mead Law Firm in the amount that they were unjustly enriched, together with interest and costs, and for such further relief as the Court may deem just and proper.

COUNT 4
Imposition of Constructive Trust or
Equitable Lien

82. The Receiver re-alleges paragraphs 1 through 81 above as if fully set forth herein.

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

84. At all material times, the Dean Mead Law Firm knew that the Wildwood Fee Transfer and the Dolce Fee Transfer were in fact the property of Creative Capital which was being wrongfully used and misappropriated by Theodule.

85. The Receivership Entities, via Dolce Regency, conferred a benefit on the Dean Mead Law Firm in the form of the Wildwood Fee Transfer and the Dolce Fee Transfer.

86. The Dean Mead Law Firm knowingly and voluntarily accepted and retained the benefit conferred upon them by the Wildwood Fee Transfer and the Dolce Fee Transfer.

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

88. The Dean Mead Law Firm has been unjustly enriched by virtue of the Wildwood Fee Transfer and the Dolce Fee Transfer at the expense of Creative Capital.

89. The Receiver is entitled to the return of those amounts in which the Dean Mead Law Firm was unjustly enriched through disgorgement or any other appropriate remedy.

WHEREFORE, the Receiver respectfully requests this Court enter judgment against the Dean Mead Law Firm imposing a constructive trust and/or equitable lien in the amount that they were unjustly enriched, together with interest and costs, and for such further relief as the Court may deem just and proper.

COUNT V
Aiding and Abetting Breach of Fiduciary Duty

90. The Receiver re-alleges paragraphs 1 through 89 above as if fully set forth herein.

91. Theodule, at all times material hereto, in his various capacities as a managing member, member, director and officer of the Receivership Entities owed a fiduciary duty to the Receivership Entities to manage, administer, invest, and handle the funds and assets of the Receivership Entities with the utmost care and prudence.

92. Theodule breached his fiduciary duty owed to the Receivership Entities by, among other actions, misusing and misappropriating the funds and assets of the Receivership Entities by virtue of his participation in the purchase transactions for the Wildwood Lots and the

