

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

CASE NO. 09-80477-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>MARIO THEODULE, an individual, SMART INVESTMENT MANAGEMENT SERVICES, LLC, a Florida limited liability company, GOT SWAGG, INC., a Florida corporation, DA BEAT HOUSE, INC., a Florida corporation, and CEO of FIVE – 5 BUSINESS SOLUTIONS, INC., a Texas corporation,</p> <p>Defendants.</p> <hr/>	
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FINAL JUDGMENT BY CONSENT

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"), and the defendant, Got Swagg, Inc., having entered into that certain Settlement Agreement and Stipulation in final resolution of all claims asserted in this matter dated February 5, 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:

EXHIBIT "D"

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The parties hereby stipulate to the following findings of fact:
 - a. On August 12, 2009, the Receiver filed his Amended 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 \$200,000.00 (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 Two Hundred Thousand Dollars (\$200,000.00) 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.

Dated this 25 day of February 2010.

SO ORDERED:


United States District Judge

ENTRY CONSENTED TO:

<p>By: <u>Nancy Bergold for</u> Jonathan E. Perlman, Esq., solely in his capacity as Court appointed Receiver for Creative Capital Consortium, LLC, A Creative Capital Concepts, 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>2/5/10</u></p>	<p>GOT SWAGG, INC.</p> <p>By: <u>[Signature]</u> Mario Theodule, President</p> <p>Date: <u>2-5-10</u></p>
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