

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

CASE NO. 11-80331-CIV-HURLEY/HOPKINS

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

Plaintiff,

v.

BANK OF AMERICA, N.A.,

Defendant.

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**AMENDED COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL**

The Plaintiff, Jonathan E. Perlman, Esq., the court-appointed Receiver (the “Receiver”) of Creative Capital Consortium, LLC, and related entities (collectively, the “Receivership Entities”)<sup>1</sup> sues the Defendant Bank of America, N.A. (“BOA”) 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, as amended, (the “Receivership Order”) in the action styled: *The United States Securities and Exchange Commission* (the “SEC”) v. *Creative Capital Consortium, LLC, A Creative Capital Concept\$,*

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<sup>1</sup> 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.

*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”).

2. Under the terms of the Receivership Order, the Receiver is authorized to investigate the affairs of the Receivership Entities, to marshal and safeguard the assets of the Receivership Entities, and to institute legal proceedings for the benefit of the Receivership Entities and their respective investors and creditors.

3. Pursuant to the Receivership Order, the Receiver is authorized and has standing to assert claims against third parties including, but not limited to, all legal and equitable claims available to the Receivership Entities prior to the institution of the SEC Receivership Action.

4. This Court has personal jurisdiction over the Defendant pursuant to 28 U.S.C. §§ 754, and 1692.

5. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 754, 1367 and 1692. Venue is proper in this Court.

6. At all times material hereto, George Theodule (“Theodule”) was an officer, director, managing agent, principal, and/or control person of each of the Receivership Entities. Theodule is a named defendant in the SEC Receivership Action.

7. Defendant Bank of America, N.A. is a subsidiary of Bank of America Corporation, a Delaware corporation headquartered in Charlotte, North Carolina. BOA provides a diverse range of banking services in several states including Florida. At all relevant times, BOA had branches located in South Florida.

#### **FACTS COMMON TO ALL COUNTS**

8. From November of 2007, and throughout 2008, prior to the appointment of the Receiver, Theodule, using the Receivership Entities, operated a massive and widespread Ponzi

scheme promising victims a quick and handsome profit on their investment due to his securities trading strategy. Theodule, a Haitian national, mainly targeted Haitian-Americans living in the metropolitan areas of South Florida, Atlanta, Georgia, Chicago, Illinois, and New Jersey and used his Haitian roots to shamelessly gain their trust and confidence.

9. Theodule promised his victims that he would double their investments in 90 days, with little or no financial risk. Under Theodule's direction, more than 100 "investment clubs" were organized as vehicles to gather and collect the illicitly obtained investment proceeds. The Receivership Entities, directed by Theodule, paid false "profits" to initial investors to trick future investors into believing that the promise of outrageous financial returns was a reality. Prior to intervention by the SEC in December of 2008, the fraud perpetrated upon unwitting investors by Theodule had culminated in the theft and misappropriation of more than \$68 million, comprised largely of hard-earned savings and retirement funds of the working class Haitian-American community.

10. On December 29, 2008, the SEC filed a Complaint for Injunctive and Other Relief against Theodule, and two of the Receivership Entities, namely, Creative Capital Consortium, LLC ("Creative Capital") and A Creative Capital Concept\$, LLC (collectively, the "Creative Capital Entities"). The SEC alleged that Theodule and the Creative Capital Entities fraudulently sold unregistered securities and violated various sections of the Securities Exchange Act of 1934 (the "Exchange Act"). The SEC further sought the appointment of a receiver for the Creative Capital Entities.

11. On December 29, 2008, the Court entered the Receivership Order and the Receiver was appointed to oversee the Creative Capital Entities. On December 31, 2008, the Court expanded the Receivership to include United Investment Club, LLC and Reverse Auto

Loan, LLC. On September 21, 2009, the Receivership Order was amended again and the Receivership was further expanded to include Wealth Builders Circle, LLC, The Dream Makers Capital Investment, LLC, G\$Trade Financial, Inc., and Unity Entertainment Group, Inc.

12. In the Receivership Action, the SEC sought a permanent injunction against Theodule and the Creative Capital Entities to prevent further violations of the Exchange Act. Additionally, the SEC demanded the entry of an order against Theodule and the Creative Capital Entities seeking: (1) a sworn accounting of all proceeds received, directly or indirectly, as a result of various securities law violations; (2) disgorgement, with prejudgment interest, of any ill-gotten gains received; (3) the imposition of civil penalties pursuant to section 21(d) of the Exchange Act; (4) the freezing of all assets pending resolution of the SEC's claims; (5) the repatriation to the territory of the United States all funds and assets of investors; and (6) the preservation of all records in their possession, custody, or control.

13. The Creative Capital Entities, by and through the Receiver, consented to the relief demanded by the SEC. Theodule contested the SEC's claims, and on January 6, 2009, subsequent to an evidentiary hearing, the Court entered an order granting the SEC's request for injunctive and other relief against Theodule and the Creative Capital Entities. In March 2010, permanent injunctions were issued against the Creative Capital Entities and Theodule, effectively halting the business operations of Theodule and the Creative Capital Entities and the further fraudulent and illegal sale of securities by Theodule. Theodule agreed to the entry of a multimillion dollar consent judgment. Efforts to collect on the judgment and other assets have been thwarted by Theodule's invocation of his Fifth Amendment Privilege as to all substantive questions relating to the books and records of the Receivership Entities at multiple depositions.

14. Subsequent to his appointment, the Receiver determined that the Receivership Entities had no legitimate business operations. The Receiver also determined that so-called “profit” payments initially made to investors by the Receivership Entities, in fact, came from money raised from other investors, confirming that the Receivership Entities operated as nothing more than a classic Ponzi scheme.

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

**THE FRAUDULENT INVESTMENT SCHEME  
OF THE RECEIVERSHIP ENTITIES**

***A. Overview of the Creative Capital Sales Pitch***

16. Holding himself out as a Christian pastor, Theodule ingratiated himself with Haitian-American investors by claiming he was offering his investment expertise to help build wealth within the Haitian community. Theodule falsely claimed that part of the trading profits garnered by the Receivership Entities were used to fund start-up companies and other business projects in the Haitian-American community and in the countries of Haiti and Sierra Leone.

17. Investors were attracted primarily through word-of-mouth. Theodule and others appointed by him, made representations during face-to-face meetings with small groups in which they touted the ability to double investor funds in just 90 days by trading stocks and options. The presentations were rudimentary, typically depicted on dry erase boards or flip charts without any other significant written information or evidence to support the verbal representations made.

18. Theodule stressed to potential investors the need to begin investing as soon as

possible in order to take full advantage of the proposed high rates of return. For example, Theodule told at least one investor that 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.

19. The presentations emphasized the safety and security of investing with the Receivership Entities. They guaranteed prospective investors 100% (double) 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.

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

20. To add to the investors' false sense of security, Theodule created Smart Investment Management Services, LLC ("SIMS"), a Florida limited liability company, purportedly to help the investors form their investment clubs and to operate as a regulatory agency to protect investors through independent verification and monitoring of their deposits.

21. Although Theodule informed investors that SIMS was an independent public regulatory agency, in reality, SIMS was just a private company with no regulatory authority or investment expertise whatsoever. SIMS was operated by a former employee of Creative Capital, a company used by Theodule as a major hub for channeling investment funds collected in the operation of the Ponzi scheme.

22. The investment clubs pooled investor funds and sent them to Creative Capital and certain other of the Receivership Entities for an anticipated 90-day period, during which time the investors believed that Theodule would trade stocks and options on their behalf to multiply their investments as promised.

23. The members of the investment clubs did not participate in making investment decisions, rarely held club meetings, and deposited funds exclusively with the Receivership Entities as opposed to seeking a broader spectrum of investment opportunities. The investment clubs served exclusively as a mechanism to funnel funds to the Receivership Entities, and then to Theodule himself, his wife, Dorothy, and to his friends and family.

24. The investment clubs typically required a minimum \$1,000 investment deposit. Investors were precluded from withdrawing the investment funds during the purported 90-day investment period. The investment clubs pooled the investor funds, and remitted the money to Creative Capital and other Receivership Entities, minus a 10% club commission.

25. At the end of the 90-day investment period, when the Receivership Entities had purportedly doubled the investment amount, principal and profits were to be returned back to the investment clubs, minus a 40% commission paid to the Receivership Entities on the investment profits. Prior to distributing the proceeds to the individual club members, the investment clubs would be paid yet a second 10% commission on the investment principal.

26. Some of the initial investors were paid double “returns” on their investments in accordance with the investment plan presented by Theodule. “Commissions” were also paid to the Receivership Entities and investment clubs and reflected upon the investment statements of some of the initial investors. However, the stated investment returns and paid commissions were pure fiction. The false returns were paid for no other purpose but to perpetrate the Ponzi scheme and to encourage potential new investors to join the charade.

***C. Funds Lost Due to the Ponzi Scheme***

27. Theodule hid his scheme from investors by transferring approximately \$20.8 million from new investor funds to investment clubs, falsely calling the payments profit and

return of principal.

28. Theodule ultimately misappropriated investment funds in excess of \$20.6 million for his personal use. This amount includes transfers of \$18.1 million to Theodule's personal brokerage accounts, over \$2 million to Theodule's personal bank accounts, including cash withdrawals of more than \$1 million, and more than \$700,000 for personal expenses. Theodule also misappropriated an additional \$23.6 million that he gave to his wife, friends, family and associates.

***D. BOA's Policies & Promises to the Public to Detect and Prevent Money Laundering, Financial Fraud, and Suspicious Transactions***

29. Theodule could not have accomplished his scheme without the assistance of a financial institution willing to take in the incoming monies (often cash) from investment clubs, and then wash the money from account to account, with no apparent business purpose, ultimately giving the monies to Theodule personally (often in cash), as well as transferring to earlier investors the minimum necessary to keep the scheme alive. From 2007 through December 2008, Theodule and the Receivership Entities operated the Ponzi scheme through bank accounts they and the many investment clubs maintained first at Washington Mutual Bank ("WAMU"), and then Wachovia Bank ("Wachovia"). By July 2008, both WAMU and Wachovia had closed these accounts due to the apparent money laundering nature of the activity therein.

30. No longer welcome at WAMU and Wachovia, Theodule needed to find a replacement financial institution who would agree to accept transfers and ignore their patently illicit nature. BOA was Theodule's obvious next choice as BOA was already well known for being willing to take on customers engaged in unlawful activities, including Ponzi schemes, in violation of the Bank Secrecy Act, 31 USC § 5311 *et seq.*, and other applicable federal laws.

31. Indeed, at that time, newspapers, including the New York Times, were



chronicling BOA's similar alleged role in another Ponzi scheme, in which BOA "oversaw an overwhelming volume of suspicious and/or obvious fraudulent transactions, ignored industry best practices, and overlooked multiple 'red flags' that alerted the bank to apparent violations of the Bank Secrecy Act and relevant anti-money laundering regulations."

32. A 2008 Wall Street Journal article likewise reported that BOA had allegedly facilitated yet another multi-million dollar Ponzi scheme, run by the president of Agape World, Inc. In that case too, BOA allegedly had actual and constructive knowledge of the unlawful activity.

33. These articles followed other news releases which announced settlements and millions of dollars of fines handed out to BOA and its investment services affiliate by the Manhattan District Attorney and NASD for BOA's admitted failure to implement required anti-money laundering controls and to know its customers as required by the Bank Secrecy Act. In 2006, as part of these settlements, BOA agreed to implement the policies and practices for enhanced anti-money laundering detection and know your customer due diligence that would ensure that in the future it would detect money laundering activity. BOA has represented publicly that it has implemented the foregoing policies and practices.

34. Pursuant to these settlements, its policies, and the Bank Secrecy Act, BOA maintains an anti-money laundering compliance program that, among other things, provides internal policies, procedures and controls designed to guard against money laundering including: (a) the development of internal policies, procedures, and controls designed to guard against money laundering; (b) the designation of a compliance officer to coordinate and monitor day-to-day compliance with the Bank Secrecy Act and anti-money laundering requirements; (c) the establishment of an ongoing employee training program; and (d) the implementation of

independent testing for compliance conducted by bank personnel or an outside party.

35. BOA's anti-money laundering compliance program is risk-based and incorporates certain business practices commonly referred to in the banking industry as the Know Your Customer ("KYC") requirements. KYC requires banks: (1) to know the true identity of their customers and their businesses; (2) to monitor its customers' transactions to determine that a legitimate business purpose exists for transfers in and out of the customers' accounts; and (3) to determine if transactions are unusual or suspicious and, if so, to report those transactions to the proper authorities and, if necessary, close accounts subject to continued suspicious activity.

36. Recognizing the devastating effect that crime can have on its customers and the communities in which it operates, BOA also has publicly promised to its customers and others to take all reasonable and appropriate steps to prevent persons engaged in money laundering, fraud, or other financial crime from utilizing BOA's services, including by complying with the letter and spirit of the Bank Secrecy Act.

37. In conjunction therewith, BOA purportedly conducts enhanced due diligence on all new customers, including obtaining information from the new customer regarding the background and the nature of a new customer's business operations which BOA verifies by various means including running internet searches, checking public records, and contacting the customer's prior banker(s). BOA's written policy requires execution of "know your customer" forms, including a complete history of the client, the nature of the client's business and source of expected transfers, the estimated amount of client wire transfers, check activity, and other client information.

38. Also consistent with Bank Secrecy Act requirements that banks learn whether customers are utilizing their accounts to engage in money laundering or other illegal activity, it

has long been BOA's policy not to open or allow "investment club accounts," as such accounts are a well known indicator of a Ponzi scheme operation.

39. Notwithstanding policies and practices it had in place that made it fully aware that the Theodule Receivership Entities and related investment money laundering/Ponzi scheme, BOA, as set forth below, in the interests of its own profits, chose to aid and participate in the fraud.

***E. BOA's Knowledge and Participation in Theodule's Blatantly Fraudulent Scheme***

40. In July 2008, a few days after Wachovia closed his accounts for suspicious activity, namely "funds washing through the account from hand to hand" with "no evidence of any investing going on" and "no transactions consistent with the operation of a business," Theodule went to a BOA branch office in North Miami, Florida, where BOA opened two personal checking accounts for him (BOA Account #229014072245 and #229014072258), the second of which was a specialty checking account for "aircraft owners and pilots" (even though a simple records search, if done, revealed that Theodule did not have a pilot's license). BOA also opened for Theodule two business accounts in the name of Receivership Entity Unity Entertainment Group, Inc. (BOA Accounts #229007012209 and 229007012199).

41. BOA opened six "business" accounts for Theodule at the same location three weeks later, which BOA and Theodule titled, consistent with their fraudulent purpose, **Creative Capital Consortium, LLC** (BOA Accounts #229011446434, #229007011789, and 003675516447), and **G\$Trade Financial, Inc** (BOA Accounts #229007012160, 229007012173, and 229007012144) (collectively, the "Creative Capital Accounts"). Creative Capital and G\$Trade are both Receivership Entities.

42. All of the accounts BOA opened for Theodule and the Receivership Entities were

non-interest bearing, and therefore most profitable for BOA.

43. In conjunction with Theodule's opening of his personal and Creative Capital Accounts, BOA undertook certain due diligence on its new customers, including discussing with Mr. Theodule his purported occupation as a financial advisor, and research on the World Wide Web from which it learned that Theodule was "President and Managing Member" of both Creative Capital Consortium and G\$Trade, both of which were located at 8461 Lake Worth Road, Lake Worth, Florida, known as "The Crexent Business Center." BOA issued checks to Theodule from the Creative Capital Accounts listing this Lake Worth address and sent him statements there.

44. Creative Capital maintained a website accessible to BOA on the internet as well. A link on the site revealed a "Creative Capital Consortium Business Plan." The "business plan" is nonsensical and entirely inconsistent with a legitimate investment plan for investors. For example, the business plan states that Creative Capital's "Objective" and "Mission" is to target "accredited investors" and engage in "safe," "diversified," "valued investing" following "the lessons learned by the great investing minds of our time . . . , includ[ing] Warren Buffet. . . ." As the website indicated, however, the money flowing into Creative Capital was coming from small investors and investment clubs and not from accredited investors (defined as individuals with net worth in excess of \$1 million, excluding homes and automobiles).

45. Thus, BOA knew that Theodule was a fiduciary who was handling monies belonging to BOA customers – including Creative Capital, G\$Trade, and the investment clubs who opened accounts at BOA.

46. An internet search on the Financial Industry Regulatory Authority ("FINRA") website, which BOA's employees were trained to do in the case of fiduciary accounts controlled

by financial advisors and brokers, confirmed that neither Theodule nor Creative Capital or G\$Trade had any securities or investment-related licenses.

47. BOA's own documents also show that it knew from its internet search on Sunbiz.org, the Florida Division of Corporations' website, that as of June 25, 2008, G\$Trade had three other officers and directors -- German Cardona, Dorothy Delisfort and Gerson Corominas. Cardona, Delisfort and Theodule are each listed as sharing the 8461 Lake Worth Road address.

48. An internet search of the name German Cardona in 2008 identifies Mr. Cardona as the purported perpetrator of a Ponzi scheme that scammed thousands of investors around the world of millions of dollars. In fact, the Spanish government's Comision Nacional del Mercado de Valores (the Spanish equivalent to the SEC) had issued a public statement in April 2008 warning that German Cardona, a Spanish citizen, and his company, Evolution Market Group, Inc., were the subject of an ongoing investigation for running an alleged Ponzi scheme and were not authorized to provide investment services in Spain. Panama had also issued a public statement warning against doing business with Cardona or his company. Numerous articles and blogs dating back to March 2008 identified German Cardona as running a Ponzi investment scheme involving over 18,000 customers and transactions valued at over \$77 million euros. Nonetheless, BOA agreed to open the G\$Trade accounts.

49. Likewise, assuming BOA contacted Theodule's bankers at Wachovia, as was its custom and policy; BOA knew Theodule's accounts there had been ordered closed for money laundering activities. Nonetheless, it agreed to open the accounts and make all transfers requested by Theodule.

50. Over the next several weeks, BOA opened at least 20 investment club accounts for Theodule-related entities, including accounts for Advance Investment Club, Advanced

Investors Group of Orlando, Brothers Investment Club, Camaraderie Investment Club, Divine Alliance, Envision Investments Club, Financial Miracles Solutions, Sapphire Investment Club, United Investment Club, and Wealth Builders Circle. As with Theodule's BOA accounts, the investment club accounts were almost all non-interest bearing, BOA's most profitable type of account.

51. Many of the investment club accounts used the words "Investment Club" in their title making plain both their purpose and their connection with the Creative Capital investment scheme. As noted above, investment clubs are a well known funding mechanism in Ponzi schemes and other frauds. For this reason, BOA policy prohibits the opening of investment club accounts. Nonetheless, BOA agreed to open these accounts even though it knew that the transfers were part of a Ponzi scheme.

52. BOA watched investor money quickly flow into its patently fraudulent investment club accounts, which monies BOA, unbelievably, then transferred to Theodule's personal accounts at BOA, much of which BOA then allowed Theodule to take out in cash!

53. BOA transferred \$2.2 million of unsuspecting investors' savings from investment clubs to Theodule in the first thirty days the accounts were open. Of these initial transfers to come in to BOA, and ultimately to Theodule, the majority, \$1.3 million, came from a single new BOA customer -- United Investment Club ("UIC"). BOA knew from its own account opening documents that UIC shared the same Lake Worth, Florida address as Creative Capital and G\$Trade.

54. BOA also knew that Theodule was soliciting investors, including BOA customers, to invest with Creative Capital and directing them to give their investment monies to UIC or other investment club customers of BOA. BOA, of course, already knew that it was not

transferring the monies received by the investment clubs to Creative Capital for investment. Rather, BOA kept transferring those monies to Theodule's personal accounts, and allowed Theodule to thereafter take the money as cash, spend it on his BOA-issued debit card, or transfer it to family and friends.

55. BOA also allowed the investment clubs to take the purported "investments" out in cash. BOA customer, Anithe Saint-Jean, presents a case in point. Ms. Saint-Jean is a 53 year old Haitian-American nursing assistant and pastor at her church, who was making approximately \$25,000 year when she met George Theodule. Her only significant assets were a small IRA account and the equity in her modest home. Ms. Saint-Jean was advised by Theodule to invest with Creative Capital using the money in her IRA account and by taking a second mortgage from BOA.

56. Accordingly, Ms. Saint-Jean obtained from BOA a second mortgage on her home and wrote an equity line check for the maximum \$80,000, which Theodule asked her to send to the UIC investment club. Theodule assured Ms. Saint-Jean that the investment was risk free and guaranteed to double in value in 90-days. Ms. Saint-Jean believed Mr. Theodule, who claimed to be a pastor himself.

57. Ms. Saint-Jean became concerned when her mortgage balance increased by \$80,000 the very same day she sent the check. She immediately drove to BOA to inquire whether something improper had occurred. There she met first with a customer representative who, realizing the importance of the matter, referred her to the BOA vice-president and branch manager, Ms. Sonia Fletcher. Ms. Saint-Jean told Ms. Fletcher what had happened, including that the purpose of the second mortgage on her home was to make an investment with Creative Capital, and that George Theodule had directed her to make the check out to the UIC investment

club.

58. Ms. Fletcher advised Ms. Saint-Jean that her mortgage balance had immediately increased, because, rather than deposit the check, the signatories on the UIC account had *cash*ed it. Ms. Saint-Jean expressed alarm at learning the money had been cashed instead of invested with Creative Capital. BOA allayed her fears, and advised its customer that “there was no cause for concern” since she had a receipt. Accepting this advice, Ms. Saint-Jean took no further action.

59. Ms. Saint-Jean, of course, thanks to BOA, had just become another victim of Theodule’s and BOA’s fraud and breach of fiduciary duty, and no portion of that money was ever returned to her. Making matters worse, BOA is currently threatening to foreclose on Ms. Saint-Jean’s home because she is unable to make payments on the second mortgage to BOA’s satisfaction.

60. During the first thirty days of having opened his accounts, Theodule also transferred out \$1.3 million of the investment clubs’ money that came into his personal accounts at BOA. BOA sent the majority of these fraudulent transfers to Advanced Investors Group of Orlando. BOA already knew from its own KYC documents that Advanced Investors was a dba for Gerson Corominas, the same Gerson Corominas who BOA listed as a director of BOA client G\$Trade, whose “President and General Manager” was Theodule.

61. Wealth Builders Circle, LLC was another investment club customer of BOA who took money from unwitting investors that it deposited at BOA and which BOA then transferred to Theodule’s personal accounts, despite knowing that the transfers had no legitimate purpose. BOA’s bank records reflect that it took in and transferred out over \$7 million of investor money in this fashion. BOA knew from its KYC account opening documents for Wealth Builders Circle



that the principals and officers were Dorothy Delisfort and her brother Duckens Delisfort. BOA, as noted above, already knew that Dorothy was the other director of G\$Trade, and as such, in cahoots with Theodule and Corominas. Dorothy Delisfort is currently married to George Theodule.

62. Significantly, BOA also knew from the account opening documents in its possession that its new customer, Wealth Builders Circle, had the same business address, and even suite number, as BOA customer Reverse Auto Loan, LLC, another entity from whom BOA was transferring monies to Theodule's personal accounts. BOA also knew from the public documents it had pulled that Theodule was a director of Reverse Auto Loan. Again, BOA knowingly allowed the patently fraudulent transfers to continue, and indeed facilitated them.

63. At BOA, unlike at the banks where he had previously operated, Theodule dropped any pretense that investors' monies were going to the supposedly legitimate financial services firm, Creative Capital, for profitable investing. Rather, the investors' money, after being deposited in "investment club" accounts at BOA, usually flowed directly to Theodule's personal accounts at BOA. BOA then allowed Theodule to withdraw the monies as cash or often to spend on personal items via a BOA-issued debit card.

64. In total, BOA funneled \$19 million into the Ponzi scheme. BOA facilitated the transfer of over \$14 million dollars from investors to BOA investment club accounts, then to Theodule's BOA accounts, and then out to Theodule, his friends and family and a few select investors. Theodule's personal accounts received an additional \$5 million directly from investors and others. From the \$19 million, BOA gave more than \$300,000 to Theodule in cash in the first three months alone. In order to hide this illicit activity from authorities and further aid Theodule in his scheme, BOA did not file cash transaction reports as required by law for

Theodule's many cash withdrawals. BOA also gave Theodule a debit card and watched as Theodule spent thousands of dollars more, which BOA knew did not belong to Theodule including, on an extravagant wedding (to Dorothy Delisfort), recreation at the exclusive Shore Club on Miami Beach and extensive travel.

65. Given that BOA had an enhanced anti-money laundering system in place and assuming it was in full compliance with the Bank Secrecy Act and all recommendations of regulators, as it had publicly represented, the extraordinary transactions set forth above generated numerous exception reports notifying persons throughout BOA, including compliance, anti-money laundering and other departments. Nonetheless, BOA continued to facilitate the scheme by approving all transfers and cash withdrawals requested.

66. Theodule's alliance with BOA lasted six months from July through December of 2008. As noted above, during that time, BOA passed more than \$19,000,000 through Theodule's accounts.

67. This is not a case where a bank could plausibly claim that its participation in a Ponzi scheme was unknowing and in good faith, because it only had access to a few innocuous pieces of a complex puzzle. Rather, because the investment clubs, the Receivership Entities, and Theodule himself, were all BOA customers, BOA possessed the entire puzzle, and directly observed the source and ultimate destination of all related, obviously fraudulent, transactions.

68. BOA further knew that the millions of dollars deposited into the multiple newly opened investment club accounts and then transferred directly to Theodule belonged to Theodule's unsuspecting investors, and not Theodule. BOA knew that "investment clubs" were typically used in Ponzi schemes, and for that reason prohibited such accounts. BOA knew Theodule and Creative Capital had been shut down at prior institutions for their transactions.

BOA knew that neither Creative Capital nor Theodule were licensed brokers or financial advisors, and that Theodule's receipt of investors' monies was unlawful even if Theodule had dutifully invested the funds -- which BOA knew not to be the case. BOA knew that Theodule's associate, Gerson Corominas, was a reputed Ponzi schemer himself. Despite its actual knowledge, BOA authorized and aided Theodule's fraudulent activity.

### COUNT I

#### **Aiding and Abetting Breach of Fiduciary Duty**

69. The Receiver re-alleges paragraphs 1 through 68 above as if fully set forth herein.

70. At all material times, Theodule was an officer and director of the Receivership Entities and as such owed them a fiduciary duty to discharge his duties in good faith, with the care that an ordinarily prudent officer or director in a like position would exercise, and in a manner reasonably believed to be in the Receivership Entities' best financial interests.

71. Theodule breached his fiduciary duty owed to the Receivership Entities by exhibiting a willful, fraudulent, reckless and/or negligent disregard for the best financial interests of the Receivership Entities by engaging in the above described fraudulent Ponzi scheme with no legitimate or justifiable business purpose.

72. Theodule's breach of fiduciary duty owed to the Receivership Entities actually and proximately caused financial injury to the Receivership Entities in an amount exceeding \$68 million dollars.

73. BOA had actual and constructive knowledge of Theodule's breach of fiduciary duty and rendered substantial assistance in regard to such breach by affording Theodule special privileges, by allowing continuous, suspicious, and obviously fraudulent banking activity, and by failing to adhere to federal, local and internal regulatory banking procedures and policies, as more fully identified in Paragraphs 29 through 68 herein, and is therefore liable for all damages

actually and proximately caused to the Receivership Entities through the acts and omissions of Theodule.

WHEREFORE, the Receiver demands judgment against BOA for: (i) actual compensatory, consequential, incidental, special and exemplary/punitive damages in an amount to be proven at trial; (ii) such civil penalties as allowed by law; (iii) pre-judgment and post-judgment interest as allowed by law; and (iv) such other and further legal and equitable relief as the Court deems just and proper.

**COUNT II**  
**Aiding and Abetting Conversion**

74. The Receiver re-alleges paragraphs 1 through 68 above as if fully set forth herein.

75. This is an action seeking damages on the grounds of aiding and abetting a conversion by Theodule of the funds received by the Receivership Entities from investors.

76. Theodule wrongfully asserted dominion and control over the property of the Receivership Entities by misappropriating in excess of \$30 million in investor funds for his personal use and benefit, causing financial injury and damage to the Receivership Entities. These funds are specifically identified in the schedule attached hereto as Composite Exhibit "A."

77. BOA had actual and constructive knowledge of Theodule's acts in misappropriating the funds of the Receivership Entities by virtue of the transactions which occurred during the banking relationship among BOA, Theodule, and the Receivership Entities.

78. BOA rendered substantial assistance to Theodule in the conversion of the funds of the Receivership Entities by violating banking regulations, including the KYC requirements of the Bank Secrecy Act, and other prudent and sound banking practices and procedures as more fully identified in Paragraphs 29 through 68 herein, and is therefore liable for all damages actually and proximately caused to the Receivership Entities through the conversion of funds

undertaken by Theodule.

WHEREFORE, the Receiver demands judgment against BOA for: (i) actual compensatory, consequential, incidental, special and exemplary/punitive damages in an amount to be proven at trial; (ii) such civil penalties as allowed by law; (iii) pre-judgment and post-judgment interest as allowed by law; and (iv) such other and further legal and equitable relief as the Court deems just and proper.

**COUNT III**  
**Avoidance and Recovery of**  
**Fraudulent Transfers Pursuant**  
**to Chapter 726 of The Florida Statutes**

*(BOA as Initial Transferee of Account Deposits by Receivership Bank Customers)*

79. The Receiver re-alleges paragraphs 1 through 68 above as if fully set forth herein.

80. From July through December of 2008, certain of the Receivership Entities, namely, Creative Capital Consortium, LLC, G\$Trade Financial, Inc., Reverse Auto Loan, LLC, United Investment Club, LLC, Unity Entertainment Group, Inc., and Wealth Builders Circle, LLC (collectively, the “Receivership Bank Customers”), opened and operated various business banking accounts at BOA (the “Receivership Bank Customer Accounts”).

81. Since the inception of the Ponzi scheme by Theodule, numerous cash transfers were conducted among and between the Receivership Entities and the Receivership Bank Customers as part of the business operations of the Receivership Entities. Specifically, the following cash transfers occurred among and between the Receivership Bank Customers and the Receivership Entities (the “Creditor Transfers”) during the time period from January 2008 to December 2008:

<b>Receivership Entity Transferor</b>	<b>Amount Transferred</b>	<b>Receivership Bank Customer Transferee</b>
		<b>Creative Capital Consortium &amp; A Creative Capital Concepts</b>
Wealth Builders Circle	\$1,260,214.06	
United Investment Club	\$2,529,967.10	
Reverse Auto Loan	\$422,589.35	
G\$Trade Financial	\$1,184.22	
The Dream Makers Capital Investment	\$714,725.60	
		<b>Reverse Auto Loan, LLC</b>
United Investment Club	\$5,506.00	
G\$Trade Financial	\$58,000.00	
The Dream Makers Capital Investment	\$451.11	
		<b>United Investment Club, LLC</b>
Wealth Builder's Circle	\$380,000.00	
		<b>Wealth Builders Circle, LLC</b>
Reverse Auto Loan	\$32,913.17	
	<b><u>\$5,405,550.61</u></b>	
	<b>TOTAL</b>	

82. The Creditor Transfers were made by the Receivership Entities to the Receivership Bank Customers as business transactions for alleged investment purposes. The Receivership Entities fully expected an accounting and return of the Creditor Transfers, and a profit upon the invested funds. However the funds were not returned, but were instead misused by Theodule and others in connection with the ongoing Ponzi scheme.

83. The Receivership Entities have claims against the Receivership Bank Customers for repayment of the funds comprising the Creditor Transfers. Thus, the Receiver standing in the shoes of the Receivership Entities is a “creditor” of Receivership Bank Customers as defined by FUFTA. Conversely, the Receivership Bank Customers are “debtors” with respect to the Receivership Entities as defined by FUFTA.

84. From July through December of 2008, the Receivership Bank Customers collectively transferred to BOA, through deposits to the Receivership Bank Customers Accounts at BOA, funds in excess of Nine Million Two Hundred Eighty-Three Thousand Nine Hundred and Sixteen Dollars (\$9,283,916) in furtherance of Theodule’s Ponzi scheme as set forth in the summary attached hereto as *Exhibit “B”* (collectively, the “Receivership Deposit Transfers”). Each of the Receivership Deposit Transfers constitutes a “transfer” to BOA as defined by FUFTA.

85. BOA is the initial transferee of the Receivership Deposit Transfers and not a conduit.

86. Pursuant to FUFTA, the Receiver as a creditor may avoid the Receivership Deposit Transfers as fraudulent and recover their value from BOA up to the amount of the Creditor Transfers because the Receivership Bank Customers:

- (A) made the Receivership Deposit Transfers with actual intent to hinder, delay, or defraud the Receivership Entities and/or other creditors; or
- (B) received less than a reasonably equivalent value in exchange for the Receivership Deposit Transfers; and (i) were insolvent on the date that the Receivership Deposit Transfers were made or became insolvent as a result of such transfers; or (ii) were engaged in business or a transaction, or was about to engage in business

or a transaction, for which their remaining assets 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 became due.

WHEREFORE, the Receiver demands judgment against BOA: (i) avoiding the Receivership Deposit Transfers and recovering the amount of the Creditor Transfers from BOA; (ii) pre-judgment and post-judgment interest as allowed by law; and (iii) such other and further legal and equitable relief as the Court deems just and proper.

**COUNT IV**  
**Avoidance and Recovery of**  
**Fraudulent Transfers Pursuant**  
**to Chapter 726 of The Florida Statutes**

*(BOA as Initial Transferee of Inter-Account Bank Transfers by Receivership Bank Customers)*

87. The Receiver re-alleges paragraphs 1 through 68 above as if fully set forth herein.

88. From July through December of 2008 the Receivership Bank Customers opened and operated the Receivership Bank Customer Accounts at BOA.

89. From July through December of 2008 George Theodule opened and operated various business and personal banking accounts at BOA (the “Theodule Accounts”).

90. Since the inception of the Ponzi scheme by Theodule, numerous cash transfers were conducted among and between the Receivership Entities and the Receivership Bank Customers as part of the business operations of the Receivership Entities. Specifically, the following cash transfers occurred among and between the Receivership Bank Customers and the Receivership Entities (the “Creditor Transfers”) during the time period from January 2008 to December 2008:



<b>Receivership Entity Transferor</b>	<b>Amount Transferred</b>	<b>Receivership Bank Customer Transferee</b>
		<b>Creative Capital Consortium &amp; A Creative Capital Concepts</b>
Wealth Builders Circle	\$1,260,214.06	
United Investment Club	\$2,529,967.10	
Reverse Auto Loan	\$422,589.35	
G\$Trade Financial	\$1,184.22	
The Dream Makers Capital Investment	\$714,725.60	
		<b>Reverse Auto Loan, LLC</b>
United Investment Club	\$5,506.00	
G\$Trade Financial	\$58,000.00	
The Dream Makers Capital Investment	\$451.11	
		<b>United Investment Club, LLC</b>
Wealth Builder's Circle	\$380,000.00	
		<b>Wealth Builders Circle, LLC</b>
Reverse Auto Loan	\$32,913.17	
	<b><u>\$5,405,550.61</u></b>	
	<b>TOTAL</b>	

91. The Creditor Transfers were made by the Receivership Entities to the Receivership Bank Customers as business transactions for alleged investment purposes. The Receivership Entities fully expected an accounting and return of the Creditor Transfers, and a profit upon the invested funds. However the funds were not returned, but were instead misused by Theodule and others in connection with the ongoing Ponzi scheme.

92. The Receivership Entities have claims against the Receivership Bank Customers for repayment of the funds comprising the Creditor Transfers. Thus, the Receiver standing in the shoes of the Receivership Entities is a “creditor” of Receivership Bank Customers as defined by FUFTA. Conversely, the Receivership Bank Customers are “debtors” with respect to the Receivership Entities as defined by FUFTA.

93. From July through December of 2008, the Receivership Bank Customers collectively transferred to BOA, by and through inter-company transfers to each other’s respective Receivership Bank Customer Accounts, and by and through transfers to the Theodule Bank Accounts, funds in excess of Four Million Four Hundred Seventy Three Thousand Seven Hundred and Eighteen Dollars (\$4,473,718), in furtherance of Theodule’s Ponzi scheme as set forth in the summary attached hereto as *Exhibit “C”* (the “Inter-Account Bank Transfers”). Each of the Inter-Company Bank Transfers constitutes a “transfer” to BOA as defined by FUFTA.

94. BOA is the initial transferee of the Inter-Account Bank Transfers and not a conduit.

95. Pursuant to FUFTA, the Receiver as a creditor may avoid the Inter-Account Bank Transfers as fraudulent and recover their value from BOA up to the amount of the respective claims of the Receivership Entities because the Receivership Bank Customers:

- (A) made the Inter-Account Bank Transfers with actual intent to hinder, delay, or defraud the Receivership Entities and/or other creditors; or
- (B) received less than a reasonably equivalent value in exchange for the Inter-Account Bank Transfers; and (i) were insolvent on the date that the Inter-Account Bank Transfers were made or became insolvent as a result of such transfers; or (ii)

were engaged in business or a transaction, or was about to engage in business or a transaction, for which their remaining assets 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 became due.

WHEREFORE, the Receiver demands judgment against BOA: (i) avoiding the Inter-Account Bank Transfers and recovering the amount of the Creditor Transfers from BOA; (ii) pre-judgment and post-judgment interest as allowed by law; and (iii) such other and further legal and equitable relief as the Court deems just and proper.

**COUNT V**  
**Avoidance and Recovery of**  
**Fraudulent Transfers Pursuant**  
**to Chapter 726 of The Florida Statutes**

*(BOA as Initial Transferee of Deposits into George Theodule Accounts)*

96. The Receiver re-alleges paragraphs 1 through 68 above as if fully set forth herein.

97. From July through December of 2008 George Theodule opened and operated various business and personal banking accounts at BOA (the “Theodule Accounts”).

98. Since the inception of the Ponzi scheme by Theodule, numerous cash transfers were conducted among and between the Receivership Entities and Theodule as part of the business operations of the Receivership Entities. Specifically, the following cash transfers occurred among and between the Receivership Entities and Theodule (the “Theodule Creditor Transfers”) during the time period from February 2008 to December 2008:

<u>Receivership Entity Transferor</u>	<u>Amount Transferred to Theodule</u>
Creative Capital Consortium & A Creative Capital Concepts	\$3,416,986.97
The Dream Makers Capital Investment	\$204,743.14
Reverse Auto Loan	\$237,000.00
Wealth Builder's Circle	\$58,879.79
	<b>\$3,917,609.90</b> <b>TOTAL</b>

99. The Theodule Creditor Transfers were made by the Receivership Entities to the Receivership Bank Customers as business transactions for alleged investment purposes. The Receivership Entities fully expected an accounting and return of the Theodule Creditor Transfers, and a profit upon the invested funds. However the funds were not returned, but were instead misused by Theodule and others in connection with the ongoing Ponzi scheme.

100. The Receivership Entities have claims against Theodule for repayment of the funds comprising the Theodule Creditor Transfers. Thus, the Receiver standing in the shoes of the Receivership Entities is a “creditor” of Theodule as defined by FUFTA. Conversely Theodule is a “debtor” with respect to the Receivership Entities as defined by FUFTA.

101. From July through December of 2008, Theodule transferred to BOA, by and through deposits to the Theodule Accounts, funds in excess of Five Million One Hundred Forty-Nine Thousand Eight Hundred and Twenty-Four Dollars (\$5,149,824) in furtherance of Theodule’s Ponzi scheme (the “Theodule Deposit Transfers”). Each of the Theodule Deposit Transfers constitutes a “transfer” to BOA as defined by FUFTA.

102. BOA is the initial transferee of the Theodule Deposit Transfers and not a conduit.

103. Pursuant to FUFTA, the Receiver as a creditor may avoid the Theodule Account

Transfers as fraudulent and recover their value from BOA up to the amount of the Theodule Creditor Transfers because Theodule:

- (A) made the Theodule Deposit Transfers with actual intent to hinder, delay, or defraud the Receivership Entities and/or other creditors; or
- (B) received less than a reasonably equivalent value in exchange for the Theodule Deposit Transfers; and (i) were insolvent on the date that the Theodule Deposit Transfers were made or became insolvent as a result of such transfers; or (ii) were engaged in business or a transaction, or was about to engage in business or a transaction, for which their remaining assets 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 became due.

WHEREFORE, the Receiver demands judgment against BOA: (i) avoiding the Theodule Deposit Transfers and recovering the amount of Theodule Creditor Transfers from BOA; (ii) pre-judgment and post-judgment interest as allowed by law; and (iii) such other and further legal and equitable relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

The Receiver demands a trial by jury as to all facts, issues, and claims that are so triable.

Dated this 9th day of January, 2012.

By: /s/ David P. Lemoie

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### **CERTIFICATE OF SERVICE**

I hereby certify that on January 9, 2012, I electronically filed the foregoing document 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.

By: s/David P. Lemoie

Attorney

**SERVICE LIST**

**JONATHAN E. PERLMAN, ESQ., as court appointed Receiver of Creative Capital Consortium, LLC, et al. v. BANK OF AMERICA, N.A.  
CASE NO. 11-80331-CIV-HURLEY/HOPKINS  
United States District Court, Southern District of Florida**

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**EXHIBIT "A"**

**TRANSFERS TO GEORGE THEODULE**

FROM:

A Creative Capital Concept\$, LLC	\$ 3,980,505.09
Creative Capital Consortium, LLC	11,511,424.87
Insiders and Other Third Parties	454,471.00
Investment Clubs	14,408,194.80
Investors	<u>626,995.00</u>
	\$ <u>30,981,590.76</u>



## Securities and Exchange Commission

v.

Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC, and  
George L. Theodule, et al.  
United States District Court

Case No. 08-81565-CIV-HURLEY/HOPKINS

George Theodule  
Cash Flow from Investors

Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
WAMU-6806	12/04/07		\$ 30,000.00
WAMU-6806	11/28/07		2,000.00
WAMU-6806	10/16/07		2,000.00
WAMU-6806	07/26/07		2,000.00
WAMU-6806	11/19/07		5,000.00
WAMU-6806	02/21/08		2,100.00
WAMU-6806	11/19/07		5,000.00
WAMU-6806	11/28/07		2,000.00
WAMU-6806	11/30/07		5,000.00
WAMU-6806	11/21/07		2,000.00
WAMU-6806	09/24/07		5,000.00
WAMU-6806	11/13/07		6,000.00
WAMU-6806	11/13/07		6,000.00
WAMU-6806	11/30/07		2,000.00
BOA-2258	08/28/08		1,000.00
WAMU-6806	06/24/08		7,175.00
WAMU-6806	11/26/07		2,000.00
WAMU-6806	10/26/07		5,000.00
WAMU-6806	11/30/07		10,200.00
WAMU-6806	11/30/07		5,000.00
WAMU-6806	12/31/07		195.00
WAMU-6806	11/21/07		1,000.00
WAMU-6806	11/13/07		3,000.00
WAMU-6806	11/19/07		5,000.00
WAMU-6806	11/26/07		25,000.00
WAMU-6806	12/04/07		15,000.00
WAMU-6806	05/02/08		7,000.00
WAMU-6806	05/09/08		10,000.00
WAMU-6806	03/04/08		20,000.00
WAMU-6806	11/19/07		100.00
WAMU-6806	11/19/07		500.00
WAMU-6806	12/31/07		195.00
WAMU-6806	02/04/08		1,200.00
WAMU-6806	11/19/07		15,000.00
WAMU-6806	12/31/07		195.00
WAMU-6806	11/30/07		1,000.00
WAMU-6806	11/21/07		2,000.00
WAMU-6806	11/19/07		5,000.00
WAMU-6806	04/08/08		2,500.00
WAMU-6806	07/08/08		7,000.00
WAMU-6806	11/19/07		3,000.00

## Securities and Exchange Commission

v.

Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC, and  
George L. Theodule, et al.  
United States District Court

Case No. 08-81565-CIV-HURLEY/HOPKINS

George Theodule  
Cash Flow from Investors

Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
WAMU-6806	03/14/08		75,000.00
WAMU-6806	11/23/07		5,000.00
WAMU-6806	11/26/07		15,000.00
WAMU-6806	05/23/08		15,000.00
WAMU-6806	10/17/07		11,000.00
WAMU-6806	11/26/07		1,000.00
WAMU-6806	11/30/07		1,000.00
WAMU-6806	10/22/07		2,000.00
WAMU-6806	11/19/07		7,000.00
WAMU-6806	11/20/07		3,000.00
WAMU-6806	11/26/07		1,500.00
WAMU-6806	11/30/07		10,000.00
WAMU-6806	12/03/07		2,000.00
WAMU-6806	05/02/08		50,000.00
WAMU-6806	11/30/07		2,000.00
WAMU-6806	11/30/07		2,000.00
WAMU-6806	11/30/07		5,000.00
WAMU-6806	11/13/07		1,000.00
WAMU-6806	05/02/08		1,000.00
WAMU-6806	11/13/07		8,000.00
WAMU-6806	11/30/07		1,000.00
WAMU-6806	12/03/07		1,800.00
WAMU-6806	11/19/07		5,000.00
WAMU-6806	04/23/07		500.00
WAMU-6806	11/20/07		600.00
WAMU-6806	02/21/08		5,000.00
WAMU-6806	11/26/07		1,000.00
WAMU-6806	11/30/07		1,000.00
WAMU-6806	11/30/07		2,000.00
WAMU-6806	11/26/07		2,000.00
WAMU-6806	11/19/07		4,000.00
WAMU-6806	11/19/07		1,000.00
WAMU-6806	01/16/07		250.00
WAMU-6806	01/08/08		5,000.00
WAMU-6806	12/06/07		9,500.00
WAMU-6806	11/19/07		1,000.00
WAMU-6806	11/16/07		2,000.00
WAMU-6806	05/09/08		10,000.00
WAMU-6806	11/28/07		1,000.00
WAMU-6806	11/13/07		5,000.00
WAMU-6806	04/08/08		4,000.00

**Securities and Exchange Commission**  
 v.  
**Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC, and**  
**George L. Theodule, et al.**  
**United States District Court**

**Case No. 08-81565-CIV-HURLEY/HOPKINS**

**George Theodule**  
**Cash Flow from Investors**

Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
WAMU-6806	12/14/07		2,000.00
WAMU-6806	11/26/07		2,000.00
WAMU-6806	12/03/07		1,000.00
WAMU-6806	11/19/07		2,000.00
WAMU-6806	06/03/08		50,000.00
WAMU-6806	11/13/07		3,000.00
WAMU-6806	11/21/07		200.00
WAMU-6806	11/28/07		1,500.00
WAMU-6806	11/20/07		440.00
WAMU-6806	12/28/07		195.00
WAMU-6806	04/29/08		20,000.00
WAMU-6806	12/31/07		900.00
WAMU-6806	05/23/08		2,000.00
WAMU-6806	10/31/07		10,000.00
WAMU-6806	02/06/08		6,000.00
WAMU-6806	10/16/07		250.00
WAMU-6806	11/19/07		5,000.00
WAMU-6806	05/02/08		10,000.00
			<b>\$ 626,995.00</b>

**Securities and Exchange Commission**  
**v.**  
**Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC, and**  
**George L. Theodule, et al.**  
**United States District Court**

**Case No. 08-81565-CIV-HURLEY/HOPKINS**

**George Theodule**  
**Cash Flow from Investment Clubs**

Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
BOA-2245	07/24/08	Access Investment Club	\$ 10,000.00
BOA-2245	07/24/08	Access Investment Club	3,000.00
BOA-2245	07/31/08	Access Investment Club	2,500.53
BOA-2245	08/08/08	Access Investment Club	5,000.53
BOA-2245	08/21/08	Access Investment Club	9,000.53
BOA-2245	07/28/08	Advent Investment Club	13,000.42
BOA-2245	08/07/08	Advent Investment Club	11,500.42
BOA-2245	08/13/08	Advent Investment Club	6,000.42
BOA-2245	08/14/08	Advent Investment Club	14,000.42
BOA-2245	07/31/08	Advent Investment Club	4,000.42
WAMU-6806	12/05/07	Advent Investment Club	138.42
BOA-2245	07/23/08	Alpha Investment Strategies	33,300.27
BOA-2245	07/31/08	Alpha Investment Strategies	18,000.27
WAMU-6806	03/18/08	Alpha Investment Strategies	4,500.00
BOA-2245	07/29/08	Amerifund Smart Concepts	32,850.99
BOA-2245	08/12/08	Amerifund Smart Concepts	27,000.99
BOA-2245	09/16/08	Amerifund Smart Concepts	43,650.99
WAMU-6806	12/10/07	Amerifund Smart Concepts	1,999.99
BOA-2245	07/23/08	Brothers Investment Club	51,900.90
BOA-2245	07/28/08	Brothers Investment Club	18,000.00
BOA-2245	07/31/08	Brothers Investment Club	24,000.90
BOA-2245	08/04/08	Brothers Investment Club	15,000.00
BOA-2245	08/04/08	Brothers Investment Club	4,800.00
BOA-2245	08/14/08	Brothers Investment Club	2,000.00
BOA-2245	08/18/08	Brothers Investment Club	4,000.90
BOA-2245	08/26/08	Brothers Investment Club	8,190.90
BOA-2245	08/27/08	Brothers Investment Club	90.90
BOA-2245	08/28/08	Brothers Investment Club	2,700.90
BOA-2258	08/04/08	Camaraderie Investment Club	61,000.85
BOA-2258	08/12/08	Camaraderie Investment Club	10,000.85
BOA-2258	08/19/08	Camaraderie Investment Club	9,000.00
BOA-2258	08/26/08	Camaraderie Investment Club	3,000.00
BOA-2258	09/04/08	Camaraderie Investment Club	117,000.00
BOA-2258	09/26/08	Camaraderie Investment Club	3,000.85
BOA-2258	09/15/08	Camaraderie Investment Club	19,000.85
BOA-2245	08/04/08	Citadelle Investment Club	18,000.58
BOA-2245	08/26/08	Common Sense Investment Group	18,000.87
BOA-2245	08/29/08	Common Sense Investment Group	16,624.87

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Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
BOA-2258	09/04/08	Common Sense Investment Group	58,230.87
BOA-2258	07/24/08	Creative Capital Investment Group	66,000.12
BOA-2258	07/31/08	Creative Capital Investment Group	24,000.12
BOA-2258	09/08/08	Creative Capital Investment Group	29,600.12
WAMU-6806	03/17/08	Creative Capital Investment Group	3,000.12
WAMU-6806	03/21/08	Creative Capital Investment Group	1,000.12
WAMU-6806	04/18/08	Creative Capital Investment Group	27,487.12
BOA-2245	07/23/08	Credential Investment Club	33,000.57
BOA-2245	08/18/08	Credential Investment Club	9,000.57
BOA-2245	08/18/08	Credential Investment Club	5,000.57
BOA-2258	08/04/08	Credential Investment Club	19,000.57
BOA-2258	08/11/08	Credential Investment Club	5,000.57
WAMU-6806	07/14/08	Credential Investment Club	37,000.57
WAMU-6806	02/01/08	Crowne Gold Inc.	150,000.14
WAMU-6806	06/24/08	Crowne Gold, Inc.	5,000,000.00
WAMU-6806	06/27/08	Crowne Gold, Inc.	2,000,000.00
WAMU-6806	06/27/08	Crowne Gold, Inc.	2,000,000.00
BOA-2258	07/28/08	Diversity Capital Investments	12,000.56
WAMU-6806	07/14/08	Diversity Capital Investments	4,000.56
WAMU-6806	03/13/08	Dream Makers Capital Investment	15,000.26
WAMU-6806	03/20/08	Dream Makers Capital Investment	9,000.26
WAMU-6806	03/24/08	Dream Makers Capital Investment	21,500.26
BOA-2258	08/13/08	Dream Makers Capital Investment	30,000.26
BOA-2258	08/13/08	Dream Makers Capital Investment	12,000.26
BOA-2258	08/25/08	Dream Makers Capital Investment	18,200.26
BOA-2258	08/29/08	Dream Makers Capital Investment	16,000.26
BOA-2258	09/09/08	Dream Makers Capital Investment	8,000.26
BOA-2258	09/15/08	Dream Makers Capital Investment	6,000.26
WAMU-6806	06/23/08	Dream Makers Capital Investment (South)	28,039.60
BOA-2258	08/13/08	Dream Makers Capital Investment (South)	25,000.60
BOA-2258	08/25/08	Dream Makers Capital Investment (South)	16,000.60
BOA-2258	07/23/08	Eagle Private Investment Club	38,000.68
BOA-2258	07/30/08	Eagle Private Investment Club	19,300.68
BOA-2258	08/11/08	Eagle Private Investment Club	45,000.68
BOA-2258	08/13/08	Eagle Private Investment Club	50,000.68
BOA-2258	08/20/08	Eagle Private Investment Club	25,100.68
BOA-2258	08/29/08	Eagle Private Investment Club	16,200.00
BOA-2258	08/12/08	East Broward Private Investment Club	25,000.14

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Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
BOA-2258	08/21/08	East Broward Private Investment Club	12,500.14
WAMU-6806	05/14/08	East Broward Private Investment Club	10,700.14
WAMU-6806	05/16/08	East Broward Private Investment Club	15,659.14
BOA-2245	07/28/08	Envision Capital Investments	2,000.69
BOA-2245	08/14/08	Envision Capital Investments	34,000.69
BOA-2258	09/15/08	Envision Capital Investments	11,700.69
BOA-2258	08/13/08	Excellence Private Investment Club	1,000.93
BOA-2258	08/22/08	Excellence Private Investment Club	3,000.93
BOA-2258	08/11/08	Excellence Private Investment Club	40,000.93
BOA-2245	08/04/08	Exploration Capital Investment Group	30,800.00
BOA-2245	08/21/08	Exploration Capital Investment Group	10,000.00
WAMU-6806	06/16/08	Exploration Capital Investment Group	60,000.00
WAMU-6806	06/20/08	Exploration Capital Investment Group	30,000.00
BOA-2258	07/22/08	Faith LDA Investment Club	4,000.00
WAMU-6806	05/19/08	Faith LDA Investment Club	10,000.67
WAMU-6806	11/13/07	Financial Champions Investment Club	20,000.00
WAMU-6806	11/28/07	Financial Champions Investment Club	10,000.00
WAMU-6806	05/16/08	Financial Champions Investment Club	60,000.77
WAMU-6806	05/23/08	Financial Champions Investment Club	2,900.77
BOA-2258	08/18/08	First American Investors	11,000.00
BOA-2258	09/10/08	Future Wealth Solutions LLC	11,000.37
BOA-2258	09/17/08	Future Wealth Solutions LLC	34,900.37
BOA-2258	09/25/08	Future Wealth Solutions LLC	49,500.37
BOA-2258	09/26/08	Future Wealth Solutions LLC	3,000.00
BOA-2258	09/29/08	Future Wealth Solutions LLC	49,500.37
BOA-2245	07/24/08	Global Empowerment Investmnet Club	5,000.59
BOA-2245	07/29/08	Global Empowerment Investmnet Club	1,500.59
BOA-2258	08/14/08	Global Empowerment Investmnet Club	2,000.59
WAMU-6806	05/13/08	Global Empowerment Investmnet Club	1,800.59
WAMU-6806	05/14/08	Global Empowerment Investmnet Club	900.59
BOA-2258	07/30/08	Global Private Investment Club	69,500.91
BOA-2258	07/31/08	Global Private Investment Club	15,000.91
BOA-2258	08/05/08	Global Private Investment Club	14,500.91
BOA-2258	08/06/08	Global Private Investment Club	18,000.91
BOA-2258	08/08/08	Global Private Investment Club	17,000.91
BOA-2258	08/13/08	Global Private Investment Club	63,000.91
BOA-2258	08/18/08	Global Private Investment Club	12,000.91
BOA-2258	07/22/08	GNL Capital Group	80,000.49

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**George Theodule**  
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Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
WAMU-6806	03/14/08	Golden Concepts International	1,000.72
WAMU-6806	04/07/08	Golden Concepts International	3,000.72
BOA-2258	07/25/08	Golden Investment Club	3,000.51
BOA-2258	08/04/08	Golden Investment Club	25,000.51
BOA-2258	09/10/08	Golden Investment Club	100.00
BOA-2258	07/31/08	Hollywood Private Investment Club	47,000.10
BOA-2258	08/11/08	Hollywood Private Investment Club	29,000.10
WAMU-6806	07/14/08	Hollywood Private Investment Club	66,000.00
BOA-2258	07/25/08	Income Solution Investment Club	33,000.44
BOA-2258	07/28/08	Income Solution Investment Club	12,000.44
BOA-2258	07/31/08	Income Solution Investment Club	8,000.44
BOA-2258	08/08/08	Income Solution Investment Club	28,200.44
BOA-2258	08/11/08	Income Solution Investment Club	25,000.44
BOA-2258	08/15/08	Income Solution Investment Club	17,000.44
WAMU-6806	02/28/08	Income Solution Investment Club	3,000.00
WAMU-6806	03/05/08	Income Solution Investment Club	20,500.44
WAMU-6806	03/17/08	Income Solution Investment Club	2,000.00
WAMU-6806	03/26/08	Income Solution Investment Club	1,000.44
BOA-2245	08/05/08	Innovative Investment Group	28,000.61
BOA-2245	08/25/08	Innovative Investment Group	3,000.61
WAMU-6806	07/14/08	Innovative Investment Group	1,000.61
BOA-2258	09/15/08	Innovative Investment Group	2,000.61
BOA-2258	07/24/08	Integrity Private Club	17,000.65
WAMU-6806	05/01/08	Crown Ambassador Investment Club	63,000.00
WAMU-6806	05/09/08	Dyal Investments Group, LLC	1,000.00
WAMU-6806	05/01/08	Power in the Club	58,200.00
WAMU-6806	05/01/08	United Investment Club	331,369.03
WAMU-6806	01/23/08	Customer Deposit	5,000.07
WAMU-6806	02/20/08	Customer Deposit	180,000.07
BOA-2245	07/24/08	Changed Life Concepts	54,500.88
WAMU-6806	11/29/07	Changed Life Concepts	50,000.00
WAMU-6806	12/05/07	Productive Capital Concept	50,000.00
WAMU-6806	02/22/08	Productive Capital Concept	90,000.88
WAMU-6806	02/28/08	Productive Capital Concept	27,000.88
WAMU-6806	02/28/08	Productive Capital Concept	2,000.88
WAMU-6806	02/28/08	Productive Capital Concept	1,000.88
WAMU-6806	02/28/08	Productive Capital Concept	6,000.88
WAMU-6806	02/28/08	Productive Capital Concept	2,000.88

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Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
WAMU-6806	03/04/08	Productive Capital Concept	75,000.00
WAMU-6806	03/06/08	Productive Capital Concept	5,000.88
WAMU-6806	03/06/08	Productive Capital Concept	32,000.88
WAMU-6806	03/10/08	Productive Capital Concept	26,000.88
WAMU-6806	03/24/08	Productive Capital Concept	22,500.88
BOA-2258	07/29/08	Investment Partners Group	5,000.45
BOA-2258	07/22/08	Investopedia	3,000.79
BOA-2258	08/12/08	Investopedia	42,000.79
WAMU-6806	02/11/08	Leading Diversity Investment Club	1,497.33
WAMU-6806	04/28/08	Leading Diversity Investment Club	90,000.33
WAMU-6806	06/23/08	Leading Diversity Investment Club	60,000.33
WAMU-6806	03/13/08	Master Group Capital Investment	18,488.47
WAMU-6806	03/14/08	Master Group Capital Investment	200.47
WAMU-6806	07/14/08	Metro Investment Club	3,000.98
BOA-2245	08/22/08	Money Depot Investment Club	3,000.11
WAMU-6806	11/19/07	Money Depot Investment Club	1,000.00
WAMU-6806	12/24/07	Money Depot Investment Club	2,195.00
WAMU-6806	04/11/08	Money Depot Investment Club	8,000.07
WAMU-6806	04/28/08	Money Depot Investment Club	4,600.11
BOA-2245	07/22/08	Monte Christo Investment Club	5,950.50
BOA-2245	07/29/08	Monte Christo Investment Club	5,000.50
BOA-2245	08/06/08	Monte Christo Investment Club	2,000.00
BOA-2258	07/24/08	Monte Christo Investment Club	34,000.50
BOA-2258	07/25/08	Monte Christo Investment Club	1,000.50
BOA-2258	09/10/08	Monte Christo Investment Club	85,500.00
BOA-2258	08/08/08	New Level Investment Group	5,000.04
BOA-2245	08/01/08	New Level Investment Group	3,000.04
BOA-2258	07/29/08	New Level Investment Group	40,000.00
BOA-2258	07/23/08	Progressive Capital Concepts	80,500.41
BOA-2258	08/13/08	Progressive Capital Concepts	6,000.41
BOA-2258	08/20/08	Progressive Capital Concepts	9,000.41
BOA-2245	08/13/08	Ramarich Investment Club	46,000.05
BOA-2245	08/19/08	Ramarich Investment Club	25,000.00
BOA-2245	08/21/08	Ramarich Investment Club	36,000.05
BOA-2245	08/21/08	Ramarich Investment Club	60,000.05
BOA-2245	08/25/08	Ramarich Investment Club	20,000.00
BOA-2245	08/27/08	Ramarich Investment Club	5,000.05
BOA-2258	07/31/08	Saphire Investment Club	39,000.00



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**Cash Flow from Investment Clubs**

Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
BOA-2258	09/16/08	Saphire Investment Club	13,100.52
WAMU-6806	07/14/08	Saphire Investment Club	25,600.52
BOA-2258	07/22/08	Secured Investment Group Inc.	4,000.00
WAMU-6806	11/30/07	South Dade Private Investment Club	2,000.00
BOA-2258	08/08/08	Strategy Financial Trade	64,350.66
WAMU-6806	03/18/07	Strategy Financial Trade	18,000.66
WAMU-6806	02/27/08	Strategy Financial Trade	18,000.00
WAMU-6806	03/04/08	Strategy Financial Trade	7,000.66
WAMU-6806	03/13/08	Strategy Financial Trade	39,000.66
WAMU-6806	03/20/08	Strategy Financial Trade	18,000.66
WAMU-6806	07/14/08	Strategy Financial Trade	5,000.66
BOA-2258	07/24/08	Sunrise Private Investment Club	25,000.00
BOA-2245	08/15/08	Sunshine Investment Club	2,500.75
BOA-2245	09/05/08	Total Success Club	2,000.76
BOA-2258	07/25/08	United Partners Club	50,000.19
BOA-2258	08/25/08	United Partners Club	106,500.00
WAMU-6806	05/21/08	Universal Club LLC	12,500.00
BOA-2245	08/29/08	Universal Club LLC	7,000.00
BOA-2258	07/25/08	Universal Club LLC	16,000.00
BOA-2258	08/11/08	Universal Club LLC	10,000.84
WAMU-6806	07/14/08	Universal Club LLC	8,000.84
BOA-2258	07/23/08	Vision Private Club	14,500.00
BOA-2258	07/30/08	Vision Private Club	12,000.55
BOA-2258	08/14/08	Vision Private Club	43,000.55
BOA-2258	09/11/08	Wealth Builders Circle, LLC	300,000.00
			<b>\$ 14,408,194.80</b>

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**George Theodule**  
**Cash Flow from Creative Capital Consortium, LLC**

Theodule Account Bank ID #	Statement Clearing Date	Creative Capital Consortium, LLC Bank ID #	Amount	Total Received By Theodule
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**Transfers to Theodule's personal and joint bank accounts:**

WAMU-6806	03/20/08	WAMU 0446	\$ 240,000.00	
WAMU-6806	04/16/08	WAMU 0446	37,000.00	
WAMU-6806	04/16/08	WAMU 0446	3,000.00	
WAMU-6806	04/29/08	WAMU 0446	29,330.40	
WAMU-6806	07/08/08	WAMU 0446	830,000.00	
BOA-2245	08/06/08	WAMU 0446	1,542,543.59	
BOA-2258	09/12/08	SUN 8676	300,000.00	
SUN-7463	09/19/08	SUN 8676	400,000.00	
BOA-2258	09/22/08	BOA 6434	150,000.00	
SUN-7463	10/01/08	SUN 8676	100,000.00	
SUN-2259	12/10/08	SUN 8676	30,000.00	
				\$ 3,661,873.99

**Cash Withdrawals by Theodule:**

	03/31/08	WAC 4141	2,000.00	
	04/01/08	WAC 4141	30,000.00	
	04/01/08	WAC 4141	42,500.00	
	04/03/08	WAMU 0446	500.00	
	04/08/08	WAC 4141	10,000.00	
	04/09/08	WAC 4141	300.00	
	04/10/08	WAC 4170	15,000.00	
	04/16/08	WAMU 0446	5,000.00	
	04/16/08	WAMU 0446	5,000.00	
	05/15/08	WAC 4141	45,000.00	
	06/03/08	WAC 4141	12,667.53	
	07/03/08	WAC 4141	34,955.50	
	09/02/08	BOA 6434	5,000.00	
	09/02/08	BOA 6434	9,800.00	
	09/22/08	BOA 6434	9,811.00	
	09/22/08	BOA 6434	2,000.00	
	10/02/08	SUN 7707	9,000.00	
	11/19/08	SUN 8676	130,000.00	
	11/26/08	SUN 8676	24,800.00	
	12/05/08	SUN 7707	1,300.00	
	12/05/08	SUN 7707	1,500.00	
	12/05/08	SUN 8676	30,000.00	
				426,134.03

**Payment of Theodule's personal expenses:**

	03/13/08	WAMU 0446	8,584.27	
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Theodule Account Bank ID #	Statement Clearing Date	Creative Capital Consortium, LLC Bank ID #	Amount	Total Received By Theodule
	04/04/08	WAC 4141	333.29	
	04/07/08	WAC 4141	915.88	
	04/08/08	WAC 4141	346.11	
	04/09/08	WAC 4141	52.19	
	04/10/08	WAC 4141	288.93	
	04/10/08	WAC 4141	39.53	
	04/10/08	WAC 4141	51.60	
	04/14/08	WAC 4141	386.14	
	04/15/08	WAC 4141	244.71	
	04/15/08	WAC 4141	244.71	
	04/17/08	WAC 4141	78.86	
	04/21/08	WAC 4141	154.99	
	04/21/08	WAC 4141	154.99	
	04/22/08	WAC 4141	16.89	
	04/23/08	WAC 4141	5.43	
	04/24/08	WAC 4141	11.16	
	04/25/08	WAC 4141	851.97	
	04/28/08	WAC 4141	52.32	
	04/30/08	WAC 4141	69.25	
	05/07/08	WAC 4141	(594.74)	
	05/12/08	WAC 4141	(394.50)	
	05/19/08	WAC 4141	522.82	
	05/19/08	WAC 4141	(39.98)	
	05/19/08	WAC 4141	(2,665.96)	
	05/31/08	WAC 4141	25,955.43	
	06/03/08	WAC 4141	(238.16)	
	06/06/08	WAC 4141	(169.48)	
	06/12/08	WAC 4141	(304.40)	
	06/13/08	WAC 4154	454.48	
	06/16/08	WAC 4141	(101.50)	
	06/16/08	WAC 4141	(101.50)	
	06/16/08	WAC 4141	(204.40)	
	06/16/08	WAC 4141	(204.40)	
	06/18/08	WAC 4141	(16.00)	
	06/18/08	WAC 4141	(224.00)	
	06/18/08	WAC 4141	(224.00)	
	06/19/08	WAC 4141	(149.95)	
	06/23/08	WAC 4141	3,000.00	
	06/24/08	WAC 4141	125,231.00	
	06/30/08	WAC 4141	107,823.98	
	06/30/08	WAC 4141	(353.00)	

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**George Theodule**  
**Cash Flow from Creative Capital Consortium, LLC**

Theodule Account Bank ID #	Statement Clearing Date	Creative Capital Consortium, LLC Bank ID #	Amount	Total Received By Theodule
	06/30/08	WAC 4141	(353.00)	
	06/30/08	WAC 4141	(610.15)	
	07/01/08	WAC 4141	5,888.57	
	07/02/08	WAC 4141	64,970.00	
	07/02/08	WAC 4141	278.73	
	07/03/08	WAC 4141	1,043.67	
	07/03/08	WAC 4141	47.47	
	07/03/08	WAC 4141	3,555.49	
	07/07/08	WAC 4141	1.00	
	07/07/08	WAC 4141	12.74	
	07/07/08	WAC 4141	506.79	
	07/07/08	WAC 4141	630.20	
	07/07/08	WAC 4141	838.54	
	07/07/08	WAC 4141	12,165.00	
	07/08/08	WAC 4141	3.44	
	07/08/08	WAC 4141	64.38	
	07/08/08	WAC 4141	746.44	
	07/08/08	WAC 4141	1,890.00	
	07/08/08	WAC 4141	2,030.95	
	07/08/08	WAC 4141	2,426.54	
	07/08/08	WAC 4141	3,912.68	
	07/09/08	WAC 4141	(150.00)	
	07/09/08	WAC 4141	448.98	
	07/11/08	WAC 4141	5.00	
	07/14/08	WAC 4141	5.00	
	07/14/08	WAC 4141	8.00	
	07/14/08	WAC 4141	593.00	
	07/14/08	WAC 4141	777.00	
	07/14/08	WAC 4170	(7.23)	
	07/14/08	WAC 4170	(8.00)	
	09/09/08	SUN 8676	33,566.14	
	10/15/08	BNG 8110	449.00	
	10/15/08	BNG 8110	449.00	
	10/15/08	BNG 8110	25.00	
	10/15/08	BNG 8110	25.00	
	10/16/08	BNG 8110	50.00	
	10/16/08	BNG 8110	50.00	
	10/20/08	BNG 8110	142.02	
	11/10/08	BNG 8110	111.00	
	11/12/08	BNG 8110	8,600.00	
	11/14/08	BNG 8110	265.00	

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**and George L. Theodule, et al.**  
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**Case No. 08-81565-CIV-HURLEY/HOPKINS**

**George Theodule**  
**Cash Flow from Creative Capital Consortium, LLC**

Theodule Account Bank ID #	Statement Clearing Date	Creative Capital Consortium, LLC Bank ID #	Amount	Total Received By Theodule
	11/21/08	BNG 8110	3,129.99	
	11/24/08	BNG 8110	6,240.00	
	12/12/08	BNG 8110	117.32	
	05/21/08	WAC 4141	<u>131,591.19</u>	
				556,416.85
<b>Transfers to Theodule's personal brokerage accounts:</b>				
TOS 4435	02/27/08	WAMU 0446	200,000.00	
TOS 4435	04/09/08	WAC 4170	250,000.00	
OE 6260	09/11/08	WAC 2027	2,417,000.00	
OE 6260	07/08/08	WAC 2027	<u>4,000,000.00</u>	
				<u>6,867,000.00</u>
				<u><b>\$ 11,511,424.87</b></u>

**Securities and Exchange Commission**  
 v.  
**Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC, and  
 George L. Theodule, et al.**  
**United States District Court**

**Case No. 08-81565-CIV-HURLEY/HOPKINS**

**George Theodule**  
**Cash Flow from A Creative Capital Concept\$, LLC**

Theodule Account Bank ID #	Statement Clearing Date	A Creative Capital Concept\$, LLC Bank ID #	Amount	Total Received By Theodule
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**Transfers to Theodule's personal bank accounts:**

WAMU-6806	02/29/08	WAMU 3982	\$ 300,000.00	
WAMU-6806	04/03/08	WAMU 3982	300,000.00	
WAMU-6806	04/16/08	WAMU 3982	200,000.00	
WAMU-6806	04/29/08	WAMU 3982	104,831.41	
WAMU-6806	04/16/08	WAMU 3982	83,000.00	
BOA-2258	08/06/08	WAMU 3982	721.07	
BOA-2258	08/06/08	WAMU 9514	960.50	
			960.50	\$ 989,512.98

**Cash Withdrawals by Theodule:**

	12/14/07	WAMU-3982	300.00	
	01/14/08	WAMU-3982	5,000.00	
	02/07/08	WAMU-3982	10,000.00	
	02/15/08	WAMU-3982	15,000.00	
	03/03/08	WAMU-3982	5,000.00	
	03/18/08	WAMU-3982	3,000.00	
	05/06/08	WAMU-3982	600.00	
			600.00	38,900.00

**Payment of Theodule's personal expenses:**

	12/24/07	WAMU-3982	500.00	
	01/03/08	WAMU-3982	4,404.82	
	01/04/08	WAMU-3982	165.45	
	01/07/08	WAMU-3982	1,000.00	
	01/31/08	WAMU-3982	38,986.79	
	02/11/08	WAMU-3982	16,250.00	
	02/22/08	WAMU-3982	3,000.00	
	02/22/08	WAMU-3982	7,000.00	
	02/26/08	WAMU-3982	209.25	
	02/27/08	WAMU-3982	1,000.00	
	02/28/08	WAMU-3982	79.47	
	02/29/08	WAMU-3982	21,665.04	
	03/04/08	WAMU-3982	2,000.00	
	03/07/08	WAMU-3982	35.00	
	03/24/08	WAMU-3982	15,756.54	

**Securities and Exchange Commission**  
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**George Theodule**  
**Cash Flow from A Creative Capital Concept\$, LLC**

Theodule Account Bank ID #	Statement Clearing Date	A Creative Capital Concept\$, LLC Bank ID #	Amount	Total Received By Theodule
	04/21/08	WAMU-3982	2,694.67	
	05/29/08	WAMU-3982	35,000.00	
	05/30/08	WAMU-3982	1,126.08	
	06/30/08	WAMU-3982	1,357.74	
	07/14/08	WAMU-3982	<u>1,304.33</u>	
				153,535.18
<b>Transfers to Theodule's personal brokerage accounts:</b>				
TOS 4435	12/05/07	WAMU 3982	330,000.00	
TOS 4435	12/10/07	WAMU 3982	120,000.00	
TOS 4435	12/13/07	WAMU 3982	48,556.93	
TOS 4435	12/17/07	WAMU 3982	450,000.00	
TOS 4435	01/10/08	WAMU 3982	250,000.00	
TOS 4435	01/14/08	WAMU 3982	200,000.00	
TOS 4435	01/29/08	WAMU 3982	200,000.00	
TOS 4435	02/04/08	WAMU 3982	150,000.00	
TOS 4435	02/06/08	WAMU 3982	250,000.00	
TOS 4435	02/14/08	WAMU 3982	100,000.00	
TOS 4435	02/27/08	WAMU 3982	<u>700,000.00</u>	
				2,798,556.93
				<b>\$ 3,980,505.09</b>

**Securities and Exchange Commission**  
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**George Theodule**  
**Cash Flow from Insders and Other Third Parties**

Bank ID #	Statement Clearing Date	Received From	Deposits / Credits
WAMU-6806	04/16/08		\$ 120,000.00
WAMU-6806	04/16/08		34,000.00
WAMU-6806	04/29/08		16,975.00
BOA-2245	08/06/08		606.00
WAMU-6806	10/16/07		5,000.00
WAMU-6806	11/07/07		15,000.00
WAMU-6806	12/03/07		5,000.00
WAMU-6806	11/21/07		2,000.00
WAMU-6806	09/27/07		2,500.00
WAMU-6806	12/31/07		195.00
WAMU-6806	12/31/07		195.00
BOA-2258	07/31/08		110,000.00
WAMU-6806	04/16/08		4,000.00
BOA-2258	09/11/08		130,000.00
WAMU-6806	05/09/08		5,000.00
WAMU-6806	07/08/08		3,500.00
BOA-2258	08/13/08		500.00
			<b>\$ 454,471.00</b>



**EXHIBIT "B"****RECEIVERSHIP DEPOSIT TRANSFERS**

<b>RECEIVERSHIP BANK CUSTOMER</b>	<b><u>TOTAL DEPOSITS</u></b>
Creative Capital Consortium, LLC	\$ 380,531.38
G\$ Trade Financial, Inc	504.80
Reverse Auto Loan, LLC	2,696,795.97
United Investment Club, LLC	1,262,231.63
Unity Entertainment Group, Inc.	257,985.39
Wealth Builders Circle, LLC	4,685,867.65
<b>TOTAL</b>	<b>\$9,283,916.82</b>

**EXHIBIT "C"****INTER-ACCOUNT BANK TRANSFERS**

<b>RECEIVERSHIP BANK CUSTOMER</b>	<b>TOTAL TRANSFERS</b>
Creative Capital Consortium, LLC	\$150,000.00
Reverse Auto Loan, LLC	1,631,665.78
United Investment Club, LLC	473,700.00
Unity Entertainment Group, Inc.	23,000.00
Wealth Builders Circle, LLC	2,195,352.63
<b>TOTAL</b>	<b>\$4,473,718.41</b>