

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

CASE NO. 09-80474-CIV-HURLEY/HOPKINS
(Ancillary Proceeding to U.S.D.C. Case No. 08-81565-CIV-HURLEY/HOPKINS)

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

Plaintiff,

v.

EVENS THEODULE, an individual,

Defendant.

MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT

The Plaintiff, JONATHAN E. PERLMAN, Esq., the court-appointed Receiver (the “Receiver”) of Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC¹, United Investment Club, LLC, Reverse Auto Loan, LLC, Wealth Builders Circle, LLC, The Dream Makers Capital Investment, LLC, G\$ Trade Financial, Inc. and Unity Entertainment Group, Inc. (collectively, the “Receivership Entities”), hereby files this Motion for Approval of Settlement Agreement with Evens Theodule (the “Motion”) and states as follows:

BACKGROUND

1. On December 29, 2008, the Securities and Exchange Commission (“SEC”) filed its Complaint for Injunctive and Other Relief (the “SEC Complaint”) against George Theodule and certain of the Receivership Entities in an action styled: *SEC v. Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC and George L. Theodule*, Case No. 08-81565-CIV-

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.”

HURLEY/HOPKINS, pending in the United States District Court, Southern District of Florida (the "SEC Receivership Action"). The SEC alleged that Theodule, through certain Receivership Entities, sold unregistered securities and violated various sections of the Securities Exchange Act of 1934 (the "Exchange Act"). More specifically, the SEC alleged that Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC and George L. Theodule (collectively, the "SEC Defendants") all violated section 10(b) of the Exchange Act. The SEC sought a permanent injunction against the SEC Defendants to restrain them from any further securities law violations.

2. On December 29, 2008, upon the request of the SEC, the Court entered an order appointing the Receiver as receiver over the SEC Defendants, their subsidiaries, successors and assigns, in the SEC Receivership Action (the "Receivership Order"). Thereafter, by orders dated December 31, 2008 and September 21, 2009, respectively, the receivership was expanded to include United Investment Club, LLC, Reverse Auto Loan, LLC, Wealth Builders Circle, LLC, The Dream Makers Capital Investment, LLC, G\$ Trade Financial, Inc., and Unity Entertainment Group, Inc.

3. Under the terms of the Receivership Order, the Receiver is authorized to investigate the affairs of the Receivership Entities, to marshal and safeguard these entities' assets, and to institute legal proceedings for the benefit and on behalf of the Receivership Entities' investors and other creditors. Additionally, and pursuant to the Receivership Order, the Receiver is authorized and has standing to assert claims against third parties including but not limited to: (i) all legal and equitable claims available to the Receivership Entities prior to the institution of the SEC Receivership Action; and (ii) claims to avoid and recover fraudulent and preferential transfers receiver for the Receivership Entities and by virtue of his status as a joint

lien creditor of the Receivership Entities pursuant to Florida Statutes, 671.201(13) and 679.1021(1)(zz).

4. In conjunction with the Receivership Order, the Receiver and his professionals have attempted to locate and secure money illegally raised (and any proceeds thereof) from investors by and through the Receivership Entities. To that extent, the Receiver has initiated various lawsuits seeking, among other relief, to avoid and recover assets fraudulent transferred from the possession of the Receivership Entities.

5. On March 25, 2009, the Receiver filed his complaint (the "Complaint") against Evens Theodule (the "Defendant") in the action styled *Jonathan E. Perlman, as Court-Appointed Receiver of Creative Capital Consortium, LLC, et al. v. Evens Theodule*, case no. 09-80474-CIV-HURLEY/HOPKINS (the "Lawsuit"), currently pending in the United States District Court for the Southern District of Florida (the "Court").

6. The Receiver's Lawsuit against Defendant seeks (i) to avoid and recover certain alleged fraudulent transfers pursuant to Chapter 726 of the Florida Statutes, (ii) unjust enrichment, and (iii) the imposition of a constructive trust, equitable lien or resulting trust.

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

8. On November 11, 2009, Evens Theodule and the Receiver (the "Settling Parties") entered into a settlement to resolve and settle the Lawsuit on the terms and conditions contained therein and, in connection with the anticipated settlement of the Lawsuit, Evens Theodule has provided the Receiver with detailed, sworn financial disclosures, setting forth a true and accurate representation of his current financial worth and condition (the "Evens Disclosures").

SETTLEMENT AGREEMENT

9. The settlement is memorialized in the Stipulation of Settlement (the “Settlement Agreement”) attached hereto as Exhibit “A.” In reaching that compromise, the Receiver exercised his business judgment and determined that it is in the best interest of the Receivership Entities and their creditors to enter in to the Settlement Agreement.

10. A summary of the *material* terms and conditions of the Settlement Agreement are as follows:²

- Evens Theodule agrees to turn over title and possession to the Receiver of his model year 2006 BMW 750 LI, VIN: BAHN835X6DT30916.
- Evens Theodule agrees to the entry of a Final Judgment, duly executed and attached hereto as Exhibit “B,” for the full amount of the claims alleged in the Complaint upon a future determination by this Court that the Evens Disclosures, previously provided by Evens Theodule to the Receiver establishing that Evens Theodule is without sufficient assets to satisfy any substantial money judgment entered against him in connection with the Receiver’s claims, are deemed to have any material misstatements or omissions.
- Evens Theodule agrees to fully cooperate with any investigation conducted by the Receiver, and to provide testimony at any future deposition, hearing or trial, while waiving any objections to the geographical limitations of a subpoena compelling his testimony at any such time and place.
- The Settling Parties agree to release each other in accordance with the terms of the Settlement Agreement.
- On the date that an order by this Court is entered granting this Motion, the Receiver shall cause the dismissal of the Lawsuit with prejudice, with each of the parties bearing its own costs and fees.
- The Settlement Agreement is contingent upon the approval by this Court of this Motion.

² In the event of any inconsistency between the Motion and the Settlement Agreement, the terms of the Settlement Agreement shall control. As a result, all parties in interest are urged to read the Settlement Agreement in its entirety.

RELIEF REQUESTED AND MEMORANDUM OF LAW

11. The “All Writs Act,” 28 U.S.C. § 1651(a), provides a district court with the authority to enter orders that protect its jurisdiction and ensure enforcement of its orders. See 28 U.S.C. § 1651(a)(2003). Section 1651(a) provides:

The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principals of law.

Id. Section 1651(a) provides a district court with a “legislatively approved source of procedural instruments designed to achieve ‘rational ends of the law’.” See *United States v. New York Telephone Co.*, 434 U.S. 159, 172, 98 S.Ct. 364, 372, 54 L.Ed.2d 376 (1977). Pursuant to § 1651(a), a district court, unless specifically confined by Congress, “may avail itself of all auxiliary writs as aids in the performance of its duties, when the use of such historic aids is calculated in its sound judgment to achieve the ends of justice entrusted to it.” See *Id.* (quoting *Adams v. United States ex rel McCann*, 317 U.S. 269, 273, 63 S.Ct. 236, 238, 87 L.Ed. 268 (1942)). The authority granted to a district court under § 1651(a) should be applied flexibly where in conformity with these principals. See *Id.*

12. The Court’s utilization of the All Writs Act under the circumstance is particularly appropriate as the Settlement Agreement will implement this Court’s directive articulated in the Receivership Order. The Receivership Order authorizes the Receiver to “institute such actions and legal proceedings” against third parties on behalf of the Receivership Entities and to “compromise or settle [these] legal actions.” Receivership Order at ¶¶ 2, 6. Moreover, the Receiver may enter into “agreements as may be reasonable, necessary, and advisable in discharging the Receiver’s duties;” *Id.* at ¶ 8. The Settlement Agreement will enable the

Receiver to discharge his duty to bring legal actions on behalf of the Receivership Entities in a just and efficient manner.

13. In considering whether to approve a settlement brokered by an equity receiver, a district court will examine the parameters of the receivership order's mandate. In *SEC v. Credit Bancorp, Ltd.*, 2001 WL 1658200 at *2 (S.D.N.Y. Dec. 27, 2001), when faced with a federal equity receiver's motion to approve a settlement with a creditor, the court held that "[i]t is enough that the Receiver's request for settlement falls well within the broad discretion granted to him by the January 2000 Order and the ordinary powers of a receiver." In that case, the January 2000 Order authorized the receiver to "investigate, prosecute, . . . compromise and adjust actions in any state, federal or foreign court or proceeding of any kind as may in his sole discretion be advisable to or proper to recover or conserve funds, assets, or property of Credit Bancorp" *Id.* at *1. The court reasoned that this comports with the ordinary practice of receivers: "[T]he receiver has the power, when so authorized by the court, to compromise claims either for or against the receivership and whether in suit or not in suit." *Credit Bancorp*, 2001 WL 1658200 at *2 (quoting 3 Ralph Ewing Clark, *A Treatise on the Law and Practice of Receivers*, § 770 (3d ed. 1959)). Subsequently, in *SEC v. Bancorp, Ltd.*, 2002 WL 1792053 at *4 - *5 (S.D.N.Y. Aug. 2, 2002), the court approved another receiver settlement with broker-dealers because it was within the receiver's discretion based on the January 2000 Order and the ordinary practice for receivers.

14. Similar to the *Credit Bancorp* receivership order, this Court's Receivership Order empowered the Receiver to "...institute such actions and legal proceedings . . . [to recover] wrongfully, illegally or otherwise improperly misappropriated or transferred monies or other proceeds directly or indirectly traceable from investors in Creative Capital, including against

Creative Capital, its officers, directors, employees, affiliates, subsidiaries, or any persons acting in concert or participation with them, or against any transfer of money or other proceeds directly or indirectly traceable from investors in Creative Capital” against third parties “as the Receiver deems necessary” and to “defend, compromise or settle legal actions...” Receivership Order at ¶¶ 2, 6. The Receivership Order also directs the Receiver to make “such agreements as may be reasonable, necessary, and advisable in discharging the Receiver’s duties;” *Id.* at ¶ 8. The Receiver has executed the Settlement Agreement as he deems it important to the resolution of the Receiver claims, and it comports with the ordinary practice of receivers. Therefore, the Settlement Agreement falls squarely within the Receiver’s mandate from this Court. Accordingly, the Court should approve the Settlement Agreement. See *SEC v. Credit Bancorp, Ltd.*, 2001 WL 1658200 at *2; see *SEC v. Bancorp, Ltd.*, 2002 WL 1792053 at *4 - *5.

15. In considering whether to approve a settlement agreement, a district court will also consider whether the agreement is fair. In *Sterling v. Stewart*, 158 F.3d 1199, 1203 (11th Cir. 1998), the United States Court of Appeals for the Eleventh Circuit addressed the fairness of a receiver’s settlement of claims. In *Sterling*, shareholders appealed the district court’s approval of a settlement proposed by a receiver that terminated their derivative suit. *Id.* at 1200-1201. The shareholder argued that the district court erred because it did not apply “vigorous scrutiny” in evaluating the receiver’s settlement as required by Delaware law, but instead relied on a less stringent mandate from *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (stating that the “District Court must find that the settlement is fair, adequate, and reasonable”) and the six-factor test for fairness under *Bennett v. Behring Corp.*, 737 F.2d 982 (11th Cir. 1984). In evaluating whether the settlement was fair, the district court examined: (1) the likelihood of success; (2) the range of possible discovery; (3) the point on or below the range of discovery at which settlement

is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement is achieved. *Id.* at 1204 n.6 (citing *Bennett*, 737 F.2d at 986). The *Sterling* court upheld the receiver's settlement because the district court considered the extensive discovery conducted by the receiver, the receiver's analysis of the underlying facts, the defendants' defenses, and the shareholders' presentations at the fairness hearing to conclude the settlement was fair. *Id.*

16. In this case, the Settlement Agreement is equally fair, adequate, and reasonable. See *Cotton*, 559 F.2d at 1330. All applicable *Bennett* factors favor approval of the Settlement Agreement. The fraudulent transfer claims alleged in this case are factually and legally complex. Moreover, avoiding the complexity, expense and duration of the litigation against the defendants, whom are without sufficient assets to satisfy a substantial money judgment entered against them at a trial, will drastically reduce costs in this ancillary litigation.

17. In applying this standard, the probability of any litigation resulting in a similar outcome as that outlined in the Settlement Agreement weighs in favor of granting the Agreement. The transaction costs and attorneys' fees associated with litigation by the Settling Parties in any manner other than the one contemplated by the Settlement Agreement would be significantly greater. Absent the settlement contained in the Settlement Agreement, greater expense, inconvenience and delay will be needlessly incurred by all the Settling Parties.

18. A proposed order granting the relief requested herein is attached hereto.

WHEREFORE, the Receiver respectfully requests that the Court enter an order: (i) granting the relief requested by this Motion; (ii) approving the compromise between the Settling

Parties as more fully described in the attached Settlement Agreement; and (iii) granting the Receiver such other and further relief as the Court deems just and proper.

Dated: January 14, 2010
Miami, Florida

Respectfully submitted,

By: /s/ David C. Cimo

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Attorneys for Receiver

Jonathan E. Perlman, Esq.

CERTIFICATE OF SERVICE

I hereby certify that on January 14, 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 C. Cimo

David C. Cimo

SERVICE LIST

**JONATHAN E. PERLMAN, ESQ., as court appointed Receiver of Creative Capital
Consortium, LLC, et al. v. Evens Theodule,
CASE NO. 09-80474-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. 09-80474-CIV-HURLEY/HOPKINS
(Ancillary Proceeding to U.S.D.C. Case No. 08-81565-CIV-HURLEY/HOPKINS)

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

Plaintiff,

v.

EVENS THEODULE, an individual,

Defendant.

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Stipulation”) is made and entered into by the Plaintiff, Jonathan E. Perlman, Esq., the court-appointed Receiver (the “Receiver”) of Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC,¹ 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.,² and the Defendant, Evens Theodule, of Calumet City, Illinois (“Evens”),

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 Since the filing of the Complaint, the Receivership has again been expanded and now includes 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. which entities shall sometimes be collectively referred to as the “Receivership Entities.”

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, through their undersigned counsel, subject to Court approval, to all of the terms and conditions set forth herein, as follows:

1. Subject to the conditions set forth in Paragraphs 4 and 5 below, the Receiver shall, promptly upon the Court's approval of this Stipulation of Settlement, file and serve upon the Defendants' counsel, Richard E. Brodsky, a dismissal of the above-captioned action with prejudice, each party to provide for his or its own costs and expenses.

2. Subject to the conditions set forth in Paragraphs 4 and 5 below, the Receiver shall, upon the execution of this Stipulation, be deemed to have provided Evens a full and complete release for all claims that the Receiver, or any of the Receivership Entities, has or has had against Evens, relating to any matter and arising from the beginning of time to the present, including but not limited to the allegations in the Complaint in the above-captioned action and any other allegations that could be made related to the operations the alleged Ponzi scheme perpetrated by George Theodule, as further set forth in the Complaint filed in the case styled SEC v. Creative Capital Consortium, LLC et al., case no. 08-cv-81565, currently pending in the United States District Court for the Southern District of Florida (the "Main Case").

3. Evens shall, upon the execution of this Stipulation, be deemed to have provided the Receiver and the Receivership Entities a full and complete release for all claims that Evens has or has had against the Receiver or any of the Receivership Entities relating to any matter and arising from the beginning of time to the present, including but not limited to: (i) the filing of the Complaint in the above-captioned action and all actions taken with respect thereto and (ii) the Complaint filed in the Main Case.

4. As a condition to the above provisions, Evens shall promptly turn over title and possession to the Receiver of Evens' model year 2006 BMW 750 LI, VIN: BAHN835X6DT30916.

5. Evens shall fully cooperate with any investigation conducted by the Receiver and provide honest and forthright testimony under oath to the Receiver or his attorneys on November 11, 2009, concerning any matter within the Receivership, and shall thereafter agree to provide such cooperation related to the Receivership, as the Receiver or his attorneys reasonably request, including waiving objection to the geographical limitations of a subpoena served on Evens for testimony, either at a deposition, hearing or trial, provided that for any travel deemed required by the Receiver for compliance with this provision, the expenses associated with travel and lodging, shall be paid for by the Receiver. Such travel, when deemed required by the Receiver for compliance with this provision shall be reasonable with respect to mode and duration, and with respect to air travel shall involve, wherever practicable, non-stop flights.

6. Evens shall provide the Receiver within thirty (30) days: (i) bank statements for all bank accounts held by Evens between January 1, 2008 to present; (ii) copies of all title documents for any and all real property or vehicles held by Evens; and (iii) all relevant financial records the Receiver reasonably deems necessary and appropriate.³

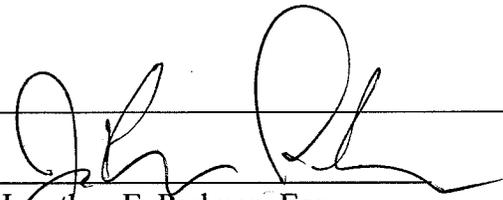
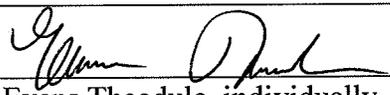
7. Evens agrees to the entry of a Consent Decree, in the form attached and incorporated by reference herein, subject to approval of the Court.

This Settlement Stipulation may be deemed null and void if the Receiver discovers any material misstatements or omissions in the financial information previously provided by Evens or to be provided by Evens, through counsel, to the Receiver. The Settlement Stipulation shall be

³ The Receiver incorporates herein by reference the sworn financial affidavit executed by Evens on June 9, 2009.

voided, the dismissal rescinded, and the releases revoked, by the Court's approval of the Receiver's Application to Deem Settlement Stipulation Null and Void (the "Application"); provided that, before filing any such Application, the Receiver shall give Evens two weeks' written notice (with simultaneous written notice to counsel) of the intent to file such an Application, including the details of such alleged material misstatements or omissions, giving Evens the opportunity to provide exculpatory information; provided, further, that the decision of the Receiver whether to file such an Application shall be not subject to intervention or review by the Court. Upon the filing of such Application, the Court shall, upon notice and a hearing, enter a final judgment for the full amounts of the claims set forth in the Receiver's Complaint against Evens, wherein the sole issue shall be whether there were any material, misstatements or omissions in the financial information previously provided by Evens. Nothing herein shall release the Receiver or his attorneys from the application of Federal Rule of Civil Procedure 11 to such Application.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Settlement Stipulation as of this 11th day of November, 2009.

<p>By:  Jonathan E. Perlman, Esq. solely in his capacity as Court appointed Receiver for Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC, United Investment Club, LLC, Reverse Auto Loan, LLC, Wealth Builders Circle, LLC, The Dream Makers Capital Investment, LLC, G\$ Trade Financial, Inc. and Unity Entertainment Club, Inc.</p> <p>Date: <u>11/11/09</u></p>	<p>By:  Evens Theodule, individually</p> <p>Date: <u>10-11-09</u></p>
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
(WEST PALM BEACH DIVISION)

CASE NO. 09-80474-CIV-HURLEY/HOPKINS
(Ancillary Proceeding to U.S.D.C. Case No. 08-81565-CIV-HURLEY/HOPKINS)

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

Plaintiff,

v.

EVENS THEODULE, an individual,

Defendant.

FINAL JUDGMENT

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"), having filed a Complaint for the avoidance of certain alleged fraudulent transfers and other relief against the Defendant, Evens Theodule (the "Defendant"), and the Defendant having appeared and having consented to the entry of this Final Judgment without contest, and the Plaintiff having consented to this Final Judgment:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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

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

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 1367.

4. On November 11, 2009, the Plaintiff and the Defendant entered into a certain Stipulation of Settlement, attached hereto and incorporated by reference herein. The parties to this action shall comply with and fully perform each and all of their duties and obligations as set forth in the Stipulation of Settlement.

5. The Defendant has represented that he is without sufficient assets to satisfy any substantial money judgment entered against Defendant in connection with the Plaintiff's claims. The Defendant acknowledges and agrees that the Plaintiff has relied upon the truthfulness of these representations in entering into the Stipulation of Settlement.

6. The Defendant hereby waives their right to appeal this Final Judgment.

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

8. Final Judgment is hereby entered in this cause on the above described terms.

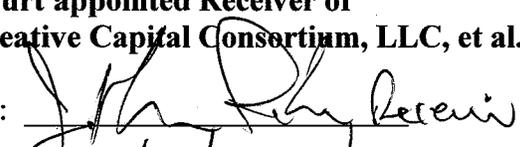
SO ORDERED:

Dated this ___ day of _____, 2009.

United States District Judge

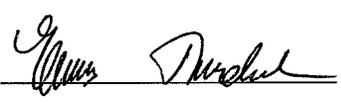
ENTRY CONSENTED TO:

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

By: 

Dated: 11/11/09

EVENS THEODULE

By: 

Dated: 11-11-09

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

CASE NO. 09-80474-CIV-HURLEY/HOPKINS
(Ancillary Proceeding to U.S.D.C. Case No. 08-81565-CIV-HURLEY/HOPKINS)

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

Plaintiff,

v.

EVENS THEODULE, an individual,

Defendant.

**ORDER APPROVING MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT**

THIS CAUSE came before the Court on the Motion for Approval of Settlement Agreement (the "Motion") filed by Jonathan E. Perlman, Esq., as 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"), for the approval of a certain Settlement Agreement reached between the Receiver and defendant Evens Theodule (collectively, the "Settling Parties"). The Settling Parties seek an Order from this Court approving the Settlement Agreement entered into between the Settling Parties. The Court having reviewed the Motion, the Settlement Agreement between the Settling Parties, having reviewed the record in this action, and being

otherwise duly advised in the premises, and finding it appropriate to approve the Motion,
it is hereby

ORDERED AND ADJUDGED as follows:

1. The Motion is hereby GRANTED by the Court. The Settlement Agreement is approved.

2. The Settling Parties are authorized and directed to comply with the terms of the Settlement Agreement.

3. The Court shall retain jurisdiction to enforce the terms of said Settlement Agreement and this Order.

DONE and **ORDERED** in Chambers at West Palm Beach, Florida this ____ day of _____, 2010 in the Southern District of Florida.

DANIEL T.K. HURLEY
UNITED STATES DISTRICT COURT JUDGE