

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

CASE NO. 09-80478-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.

YVES THEODULE, an individual,  
DIVINE ALLIANCE, INC., a Florida corporation,  
and LEADING DIVERSITY CLUB,  
an unincorporated business entity,

Defendants.

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**RECEIVER'S MOTION FOR APPROVAL OF THE STIPULATION OF SETTLEMENT  
AND CONSENT FINAL JUDGMENT AND REQUEST FOR HEARING**

JONATHAN E. PERLMAN, Esq., the court-appointed Receiver (the "Receiver") of Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC<sup>1</sup>, United Investment Club, LLC, Reverse Auto Loan, LLC, Wealth Builders Circle, LLC, The Dream Makers Capital Investment, LLC, G\$ Trade Financial, Inc. and Unity Entertainment Group, Inc. (collectively, the "Receivership Entities") and hereby files this Motion for Approval of the Stipulation of Settlement, including the entry of a Final Consent Judgment, (the "Motion") with Yves Theodule and Leading Diversity Club ("Defendants") and Request for Hearing and further states as follows:

<sup>1</sup> Creative Capital Consortium, LLC and A Creative Capital Concept\$, LLC shall sometimes collectively be referred to herein as "Creative Capital" or the "Creative Capital Entities."

## **BACKGROUND**

1. On December 29, 2008, the Securities and Exchange Commission (“SEC”) filed its Complaint for Injunctive and Other Relief (the “SEC Complaint”) against George Theodule and certain of the Receivership Entities in an action styled: *SEC v. Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC and George L. Theodule*, Case No. 08-81565-CIV-HURLEY/HOPKINS, pending in the United States District Court, Southern District of Florida (the “SEC Receivership Action”). The SEC alleged that Theodule, through certain Receivership Entities, sold unregistered securities and violated various sections of the Securities Exchange Act of 1934 (the “Exchange Act”). More specifically, the SEC alleged that Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC and George L. Theodule (collectively, the “SEC Defendants”) all violated section 10(b) of the Exchange Act. The SEC sought a permanent injunction against the SEC Defendants to restrain them from any further securities law violations.

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

3. Under the terms of the Receivership Order, the Receiver is authorized to investigate the affairs of the Receivership Entities, to marshal and safeguard these entities’ assets, and to institute legal proceedings for the benefit and on behalf of the Receivership

Entities' investors and other creditors. Additionally, and pursuant to the Receivership Order, the Receiver is authorized and has standing to assert claims against third parties including but not limited to: (i) all legal and equitable claims available to the Receivership Entities prior to the institution of the SEC Receivership Action; and (ii) claims to avoid and recover fraudulent and preferential transfers received for the Receivership Entities and by virtue of his status as a joint lien creditor of the Receivership Entities pursuant to Florida Statutes, 671.201(13) and 679.1021(1)(zz).

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

5. On June 9, 2009, the Receiver filed his amended complaint (the "Complaint") against Yves Theodule, Divine Alliance, Inc. and Leading Diversity Club in the action styled *Jonathan E. Perlman, as Court-Appointed Receiver of Creative Capital Consortium, LLC, et al. v. Yves Theodule, Divine Alliance, Inc. and Leading Diversity Club*, case no. 09-80478-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 Defendants 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 or equitable lien.

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

8. On November 11, 2009, Yves Theodule, Leading Diversity Club 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, Yves 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 “Yves 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:<sup>2</sup>

- The Defendants agree to the entry of a Final Judgment, duly executed and attached herein as Exhibit “B”, for the full amount of the claims alleged in the Complaint upon a future determination by this Court that the Yves Disclosures, previously provided by Yves Theodule to the Receiver establishing that Yves Theodule and Leading Diversity Club are without sufficient assets to satisfy any substantial money judgment entered against them in connection with the Receiver’s claims, are deemed to have any material misstatements or omissions.
- Yves 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

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<sup>2</sup> 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.

parties bearing its own costs and fees.

- The Settlement Agreement and Final Judgment are contingent upon the approval by this Court of this Motion.

### **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 (11<sup>th</sup> 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 (5<sup>th</sup> 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 (11<sup>th</sup> 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. The Receiver requests a hearing on the instant Motion.

WHEREFORE, the Receiver respectfully requests that the Court enter an order: (i)



granting the relief requested by this Motion; (ii) approving the terms of the attached Settlement Agreement; (iii) entering the attached Final Judgment and (iii) granting the Receiver such other and further relief as the Court deems just and proper.

Dated: February 26, 2010  
Miami, Florida

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that on February 26, 2010, the foregoing document was electronically filed with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

/s/ David P. Lemoie  
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**SERVICE LIST**

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CASE NO. 09-80478-CIV-HURLEY/HOPKINS  
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Earlyviews, Inc. c/o Reg Agent Kathryn Parker 2207 Shoma Drive Royal Palm Beach, FL 33414	Brotherhood Investments c/o Reg Agent Richard Mareus 1548 NE 4 Ave. Ft. Laud., FL 33304	So. FL. Investment Group of Orlando c/o RA: Victor Lagny 10735 Emerald Chase Drive Orlando, FL 32836
Team Brothers LLC. c/o Reg. Agent CSC 1201 Hayes St. Tallahassee, FL 32301	Team Brothers LLC 4001 SW Ocean Drive Hollywood, FL 33019	Partnership Investment Club LLC 8401 Lake Worth Rd. #125-126 Lake Worth, FL 33411
Choice Investment Club 1600 So. Fed. Hwy. Pompano Beach, FL 33062	Freedom Seekers 8401 Lake Worth Rd. #125-126 Lake Worth, FL 33411	G-Trade Capital Advisors LLC c/o Reg Agent Yolette Williams 1500 N. University Drive, #273 Coral Springs, FL 33071
G-Trade Capital Management c/o Reg Agent Yolette Williams 1500 N. University Drive, #273 Coral Springs, FL 33071	Alpha Investment Club 9345 Madewood Court Royal Palm Beach, FL 33411	Eagle Vision Ventures 3848 Eagle Isle Circle Kissimmee, FL 34746
Productive Capital Concept 2994 NW 55 Avenue Lauderhill, FL 33313	Saphire Investment Club 5049 W. Okeechobee Blvd. WPB, FL 33417	End 2/16/10

# **EX. "A"**

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

CASE NO. 09-80478-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.

YVES THEODULE, an individual,  
DIVINE ALLIANCE, INC., a Florida corporation,  
and LEADING DIVERSITY CLUB,  
an unincorporated business entity,

Defendants.

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**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,<sup>1</sup> 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.,<sup>2</sup> and the Defendants, Yves Theodule, of Chicago, Illinois (“Yves”), and Leading Diversity Club (“Leading Diversity”), an unincorporated business entity,

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<sup>1</sup> 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.”

<sup>2</sup> 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



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 Yves and Leading Diversity a full and complete release for all claims that the Receiver, or any of the Receivership Entities, has or has had against Yves or Leading Diversity, 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 of Leading Diversity or 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"). The Settling Parties further agree that the Receiver maintains a reservation of rights relating to any and all claims against any transferees of Leading Diversity.

3. Yves and Leading Diversity 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 Yves or Leading Diversity has or has had against the Receiver or any of the

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Investment, LLC, G\$ Trade Financial, Inc. and Unity Entertainment Group, Inc. which entities shall sometimes be collectively referred to as the "Receivership Entities."

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. Yves 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 Yves 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.

5. Yves shall provide the Receiver within thirty (30) days: (i) bank statements for all bank accounts held by Yves between January 1, 2008 to present; (ii) bank statements for all Leading Diversity bank accounts ever opened, held or that remain open; (iii) copies of all title documents for any and all real property or vehicles held by Yves; and (iv) all relevant financial records the Receiver reasonably deems necessary and appropriate.<sup>3</sup>

6. The Receiver shall, upon the execution of this Stipulation, promptly file a Motion to have the Court deem Yves to be in full compliance with the Order entered in the Main Case compelling Yves to turnover certain vehicles to the Receiver.

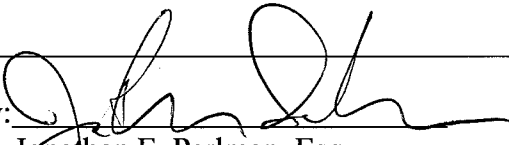
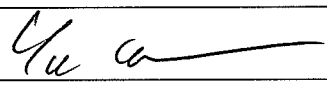
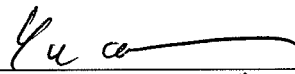

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<sup>3</sup> The Receiver incorporates herein by reference the sworn financial affidavit executed by Yves on June 10, 2009.

7. Yves 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 Yves or to be provided by Yves, through counsel, to the Receiver. The Settlement Stipulation shall be 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 Yves 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 Yves 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 Yves and Leading Diversity, wherein the sole issue shall be whether there were any material, misstatements or omissions in the financial information previously provided by Yves. 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 11<sup>th</sup> 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:  Yves Theodule, individually</p> <p>Date: <u>11-11-09</u></p> <p>By:  Yves Theodule, as <del>HHOG</del> of  of Leading Diversity Group: President</p>
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YVES THEODULE  
FINANCIAL DISCLOSURES

ATTACHMENT TO STIPULATION  
OF SETTLEMENT

**\*\* REDACTED \*\***

In re YVES THEODORE,  
 Debtor

Case No. \_\_\_\_\_  
 (if known)

**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

- 1. Rent or home mortgage payment (include lot rented for mobile home) \$ 1,300.00
  - a. Are real estate taxes included? Yes X No \_\_\_\_\_
  - b. Is property insurance included? Yes X No \_\_\_\_\_
- 2. Utilities:
  - a. Electricity and heating fuel \$ 354.00
  - b. Water and sewer \$ 286.00
  - c. Telephone \$ 92.00
  - d. Other \_\_\_\_\_ \$ \_\_\_\_\_
- 3. Home maintenance (repairs and upkeep) \$ \_\_\_\_\_
- 4. Food \$ 500.00
- 5. Clothing \$ 80.00
- 6. Laundry and dry cleaning \$ 100.00
- 7. Medical and dental expenses \$ 21.99
- 8. Transportation (not including car payments) \$ 80.00
- 9. Recreation, clubs and entertainment, newspapers, magazines, etc. \$ \_\_\_\_\_
- 10. Charitable contributions \$ \_\_\_\_\_
- 11. Insurance (not deducted from wages or included in home mortgage payments)
  - a. Homeowner's or renter's \$ \_\_\_\_\_
  - b. Life \$ \_\_\_\_\_
  - c. Health \$ \_\_\_\_\_
  - d. Auto \$ \_\_\_\_\_
  - e. Other \_\_\_\_\_ \$ \_\_\_\_\_
- 12. Taxes (not deducted from wages or included in home mortgage payments)  
 (Specify) \_\_\_\_\_ \$ \_\_\_\_\_
- 13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)
  - a. Auto \$ \_\_\_\_\_
  - b. Other \_\_\_\_\_ \$ \_\_\_\_\_
  - c. Other \_\_\_\_\_ \$ \_\_\_\_\_
- 14. Alimony, maintenance, and support paid to others \$ 260.71
- 15. Payments for support of additional dependents not living at your home \$ 260.71
- 16. Regular expenses from operation of business, profession, or farm (attach detailed statement) \$ \_\_\_\_\_
- 17. Other \_\_\_\_\_ \$ \_\_\_\_\_
- 18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.) \$ 3,217.69
- 19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

20. STATEMENT OF MONTHLY NET INCOME
- a. Average monthly income from Line 15 of Schedule I \$ 260.71
  - b. Average monthly expenses from Line 18 above \$ 3,217.69
  - c. Monthly net income (a. minus b.) \$ 1,996.98

**PERSONAL FINANCIAL STATEMENT**

**A. Personal Background**

- 1. **Name:** Yves A. Theodule
- 2. **Social Security Number:** [REDACTED]
- 3. **Date of Birth:** [REDACTED]
- 4. **Place of Birth:** Haiti
- 5. **Driver's License Number:** [REDACTED]
- 6. **Current Address:** [REDACTED]

- 7. **All Addresses since January 1, 2004:**  
[REDACTED]

- 8. **Employment (list all employers since January 1, 2004):**

<u>Employer</u>	<u>Position</u>	<u>Responsibilities</u>	<u>Gross Salary</u>	<u>Starting Date</u>
University of Chicago Hospitals	Director of Sterile Processing	Maintain departmental compliance, policy and procedures and infection control practices	\$71,000	December 17, 2002

**B. Assets**

1. **Bank Accounts (include Savings & Loan, Credit Unions, Certificates of Deposit, Individual Retirement Accounts and attach copies of most recent account statements):**

<u>Name of Institution</u>	<u>Address</u>	<u>Telephone Number</u>	<u>Type of Account</u>	<u>Account Number</u>	<u>Balance</u>
Chase	95 <sup>th</sup> Jeffrey, Chicago, IL 60617	(800)935-9935	Checking and Saving	# [REDACTED]	\$10.97
✓TCF Bank	95 <sup>th</sup> Stoney Island, Chicago, IL 60617	(800)823-2265	Checking	-	\$163.50
Bank of America	92 <sup>nd</sup> Commercial, Chicago, IL 60617	(800)432-1000	Checking	-	\$228.38
	[REDACTED]				\$39.62

2. **Other Cash: 0**

3. **Insurance Policies (include life insurance, homeowner's insurance, etc.):**

<u>Name of Company</u>	<u>Policy Number</u>	<u>Amount you can borrow on policy</u>	<u>Cash Surrender Value</u>
State farm – Home	[REDACTED]		



4. **Real Estate: (attach copies of deeds)**

<u>Address</u>	<u>Date Purchased</u>	<u>Purchase Price</u>	<u>Current Value</u>	<u>Basis for Valuation</u>	<u>Mortgage Balance</u>	<u>Mortgage Holder</u>
[REDACTED]	Chicago, IL. 60617 – Nov. 2002 -	\$99,000 -	\$140,000 -	\$132,000 –	Bank of America	

5. **Motor Vehicles (including automobiles, motorcycles, watercraft, etc.):**

<u>Year, Make and Model</u>	<u>Date Purchased</u>	<u>Current Value</u>	<u>Basis for Valuation</u>	<u>Loan Balance</u>	<u>Loan Payoff Date</u>
2009 Toyota Sianna –	Nov 2008 -	\$22,500 -			
1986 Chevy Monte Carlo –	April 2008 -				

6. **Investment Securities (include stocks, bonds, etc. in public or closely held companies and attach copies of brokerage account statements):**

<u>Name of Corporation</u>	<u>Number of Shares</u>	<u>Date Purchased</u>	<u>Purchase Price</u>	<u>Current Value</u>
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7. **Retirement Plans (including 401K, IRA, etc. –attach copies of most recent account statements):**

<u>Type of Plan</u>	<u>Date Interest in Plan Acquired</u>	<u>Current Balance</u>	<u>Withdrawal Restrictions</u>
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8. **Jewelry (specifically list each item of jewelry):**

<u>Description of Each Item</u>	<u>Date Acquired</u>	<u>How Acquired</u>	<u>Purchase Price</u>	<u>Current Value</u>	<u>Basis for Valuation</u>
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9. **Electronic Equipment (i.e. computer, stereo, television, DVD, camcorder, facsimile, etc.):**

~~1-47" Vizio TV~~

<u>Description of Each Item</u>	<u>Date Acquired</u>	<u>How Acquired</u>	<u>Purchase Price</u>	<u>Current Value</u>	<u>Basis for Valuation</u>
47" Vizio	2007	Sams Club	\$1,200		

10. **Loans Receivable: (attach copies of promissory notes)**

<u>Name and Address of Borrower</u>	<u>Date of Loan</u>	<u>Loan Amount</u>	<u>Loan Terms</u>
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11. **Annuity Contracts (attach copies):**

12. **Limited Partnership Interests: (attach partnership agreements)**

<u>Name of Partnership</u>	<u>Percentage Interest</u>	<u>Date of Acquisition</u>	<u>Amount of Authority</u>	<u>Current Value</u>
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13. **Trust Related Property: (attach trust documents)**

<u>Name of Trust</u>	<u>Value of Trust Assets</u>	<u>Type of Trust</u>	<u>Value of Beneficial Interest</u>
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14. Other Personal Property:

C. Liabilities

1. Credit Cards:

<u>Name of Credit Card Bank</u>	<u>Credit Limit</u>	<u>Amount Owed</u>
Orchard BANK	\$500	\$500
<del>Home Depot</del>	<del>\$3,000</del>	<del>\$3,000</del>

Mother's Account  
Not sure of the info →

2. **Mortgages:**

<u>Names, Address and Phone of Mortgagee</u>	<u>Date Incurred</u>	<u>Current Balance</u>	<u>Maturity Date</u>	<u>Monthly Payment</u>
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3. **Notes Payable:**

<u>Names, Address and Phone of Note Holder</u>	<u>Date Incurred</u>	<u>Current Balance</u>	<u>Maturity Date</u>	<u>Monthly Payment</u>
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4. **Other Liabilities or Debts (list in detail):**

**D. Schedule of All Transfers in an Amount Equal to or in Excess of \$15,000 (U.S)  
Since January 1,2004**

<u>Names, Address and Phone of Transferee</u>	<u>Date of Transfer</u>	<u>Purpose for Transfer</u>	<u>Consideration for Transfer</u>
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**E. Certification**

I certify that I do not own any assets or property not specifically listed in this Financial Statement.

I certify that no third parties hold any assets for my benefit that are not specifically listed in this Financial Statement.

I certify that I have not made any transfers to any third parties in an amount equal to or in excess of \$15,000 from January 1, 2004 through today which are not specifically referenced in this Financial Statement.

I certify that this Financial Statement is completely and fully accurate as of today.

I attach true and correct copies of our 2007 and 2008 Income Tax Returns.

[Handwritten Signature]  
(Signature)

6-10-09  
(Date)

STATE OF Illinois )  
 )  
Cook COUNTY )

The foregoing instrument was acknowledged before me this 16 day of June, 2009, who is personally known to me (or who has produced IL Drivers License as identification) who did take an oath.

[Handwritten Signature: Sandra Ortega]  
Signature of Notary Public

SANDRA Ortega  
Printed Name of Notary Public  
Commission No. NA  
Commission Expires 03-16-13

(Seal)



LEADING DIVERSITY INVESTMENTS

Page 2 of 3  
 Statement Period  
 05/01/09 through 05/31/09  
 E0 P PB 0B 54

Account Number [REDACTED]

**Deposit Accounts**

**Business Economy Checking**

LEADING DIVERSITY INVESTMENTS

**Your Account at a Glance**

Account Number	[REDACTED]	Statement Beginning Balance	\$240.38
Statement Period	05/01/09 through 05/31/09	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$12.00
Number of Withdrawals/Debits	1	Statement Ending Balance	\$228.38
Number of Deposited Items	0		
		Average Ledger Balance	\$240.38
Number of Days in Cycle	31	Service Charge	\$12.00

Use your Bank of America Small Business Check Card to avoid the monthly maintenance fee on your business checking account. Contact a Bank of America associate to learn more.

**Withdrawals and Debits**

**Other Debits**

Date Posted	Amount (\$)	Description	Bank Reference
05/29	12.00	Monthly Maintenance Fee	

**Daily Ledger Balances**

Date	Balance (\$)	Date	Balance (\$)
05/01	240.38	05/29	228.38

LEADING DIVERSITY INVESTMENTS

Page 2 of 3  
 Statement Period  
 05/01/09 through 05/31/09  
 EO P PA 0A 54  
 Enclosures 0  
 Account Number [REDACTED]

**Deposit Accounts**

**Business Investment Account**

LEADING DIVERSITY INVESTMENTS

**Your Account at a Glance**

Account Number	[REDACTED]	Statement Beginning Balance	\$29.62-
Statement Period	05/01/09 through 05/31/09	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$10.00
Number of Withdrawals/Debits	1	Statement Ending Balance	\$39.62-
Number of Days in Cycle	31	Average Collected Balance	\$37.68-
		Average Ledger Balance	\$37.68-
		Service Charge	\$0.00

**Interest Information**

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.14
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00

**Withdrawals and Debits**

**Other Debits**

Date Posted	Amount (\$)	Description	Bank Reference
05/07	10.00	Online Business Suite Invoicing Services	943205070092270

**Daily Ledger Balances**

Date	Balance (\$)	Date	Balance (\$)
05/01	29.62 -	05/07	39.62 -



000538

I understand that this survey is for information purposes. My feedback will help Bank of America understand how better to serve customers like me in the future.



Place Stamp Here

- I use Online Banking to monitor my balances
- I use Mobile Banking to monitor my balances
- I use low balance alerts
- I am signed up for Overdraft Protection Service from Savings or Credit Card

**Bank of America**

P.O. Box 53150  
Phoenix, AZ 85072-3150



Account Name: LEADING DIVERSITY INVESTMENTS  
Account Number: xxxxxxxx [REDACTED]

Our records show your account has been overdrawn since 03/06/2009, and your current unpaid balance is \$39.62. ***It is urgent that you make a deposit to your account for the full overdrawn amount*** plus any service charges incurred subsequent to this notice. If this deposit is not made your account may be closed. If your account is closed due to an overdrawn balance, it may be difficult for you to establish a banking relationship elsewhere and we may take the following actions:

- Report to ChexSystems, Inc., that your account was closed due to unsatisfactory handling. This information may remain on file for up to five years, even if the debt is fully paid in the future. Since ChexSystems, Inc. is an account verification service used by most financial institutions, this report may prevent you from establishing an account at another financial institution.
- Refer your account to a collection agency to pursue collection; any balance owed may be subject to a collection fee and/or interest charge.

You should give this matter your immediate attention. Call us at the number listed on your Bank of America statement.

**Important Notice:** Please disregard this letter if you have recently filed for bankruptcy protection and this account constitutes part of your pre-petition debt. Your attorney should contact us promptly at the number listed on your Bank of America statement.

Bank of America Customer Service

TCF NATIONAL BANK  
800 BURR RIDGE PKWY  
BURR RIDGE, IL 60527



STATEMENT DATE  
05-27-09

S T A T E M E N T

0



0 288 92  
YVES A THEODILE  
CHICAGO IL 60617-4028

TCF CASHREWARDS - EARN UP TO 30% CASH BACK BY USING A TCF CHECK CARD AT HUNDREDS OF LEADING NATIONAL & LOCAL RETAILERS. SHOP & DINE WITH YOUR TCF CARD & SEE CASH ADDED TO YOUR ACCOUNT MONTHLY. SEE ALL THE RETAILERS, OFFERS & PROGRAM INFORMATION AT WWW.TCFBANK.COM OR CALL FOR DETAILS.

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STATEMENT PERIOD 02-26-09 THROUGH 05-27-09

ACCOUNT NUMBER				
ACCOUNT SUMMARY	<u>BALANCE 02-25-09</u>	<u>CHECKS/WITHDRAWALS</u>	<u>DEPOSITS/ADDITIONS</u>	<u>BALANCE 05-27-09</u>
	163.50	.00	.00	163.50

FOR BALANCE, CHECKS PAID INFORMATION, FUNDS TRANSFER, DEPOSIT VERIFICATION, OR OTHER CUSTOMER SERVICE QUESTIONS, VISIT US ONLINE AT TCFBANK.COM, OR USE OUR AUTOMATED PHONE SYSTEM, CALL: (847) 671-6746 OR TOLL FREE CALL: 1 (800) 823-2265. TDD 1 (800) 343-6145. THANK YOU FOR BANKING WITH US. NSF\OVERDRAFT FEE IS \$35.

# **EX. ‘B’**

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

CASE NO. 09-80478-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.

YVES THEODULE, an individual,  
DIVINE ALLIANCE, INC., a Florida corporation,  
and LEADING DIVERSITY CLUB,  
an unincorporated business entity,

Defendants.

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**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 Defendants, Yves Theodule and Leading Diversity Club (collectively, the "Defendants"), and the Defendants 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 Defendants 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 Defendants 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. Each of the Defendants has represented that they are without sufficient assets to satisfy any substantial money judgment entered against that Defendant in connection with the Plaintiff's claims. The Defendants acknowledge and agree that the Plaintiff has relied upon the truthfulness of these representations in entering into the Stipulation of Settlement.

6. The Defendants hereby waive 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.

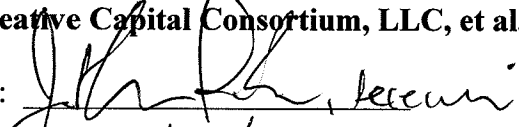
**SO ORDERED:**

Dated this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
United States District Judge

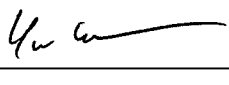
**ENTRY CONSENTED TO:**

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

By: 

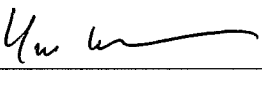
Dated: 11/11/09

**YVES THEODULE**

By: 

Dated: 11-11-09

**YVES THEODULE, as  
President of  
LEADING DIVERSITY CLUB**

By: 

Dated: 11-11-09

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

CASE NO. 09-80478-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.

YVES THEODULE, an individual,  
DIVINE ALLIANCE, INC., a Florida corporation,  
and LEADING DIVERSITY CLUB,  
an unincorporated business entity,

Defendants.

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**ORDER APPROVING SETTLEMENT AGREEMENT AND  
CONSENT FINAL JUDGMENT**

**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 and Final Judgments of Consent reached between the Receiver and defendants Yves Theodule and Leading Diversity Club (“Defendants”) (collectively the “Settling Parties”).

The Settling Parties seek an Order from this Court approving the Settlement Agreement and the Final Judgment entered into between the Settling Parties. The Court having reviewed the Motion, the Settlement Agreement between the Settling Parties, the Final Judgments, 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 and the Final Judgment are 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, the Final Judgment and this Order.

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

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DANIEL T.K. HURLEY  
UNITED STATES DISTRICT COURT JUDGE