

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

FILED by *[Signature]* D.C.
JUL 24 2009
STEVEN M. LARIMORE
CLERK U. S. DIST. CT
S. D. of FLA. - MIAMI

CASE NO. **09-81088**
(Ancillary Proceeding to U.S.D.C. Case No. 08-81055 CIV-HURLEY/HOPKINS)

<p>JONATHAN E. PERLMAN, Esq., as court appointed Receiver of Creative Capital Consortium, LLC, et al.,</p> <p>Plaintiff,</p> <p>v.</p> <p>GEORGETTE DELISFORT, an individual,</p> <p>Defendant.</p> <p>_____ /</p>	<p>CIV-RYSKAMP</p> <p>MAGISTRATE JUDGE VITUNAC</p> <p><u>COMPLAINT FOR DAMAGES AND TO AVOID AND RECOVER FRAUDULENT TRANSFERS AND FOR OTHER RELIEF</u></p>
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The Plaintiff, Jonathan E. Perlman, Esq., the court-appointed Receiver (the “Receiver”) of Creative Capital Consortium, LLC, A Creative Capital Concept\$, LLC,¹ United Investment Club, LLC and Reverse Auto Loan, LLC, a Florida limited liability company,² sues the Defendant, Georgette Delisfort, an individual, and alleges:

THE PARTIES, JURISDICTION AND VENUE

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

¹ Creative Capital Consortium, LLC and A Creative Capital Concept\$, LLC shall sometimes collectively be referred to herein as “Creative Capital” or the “Creative Capital Entities.”

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

“Receivership Defendants”), Case No. 08-81565-CIV-HURLEY/HOPKINS, pending in the United States District Court, Southern District of Florida (the “SEC Receivership Action”).

2. By Order dated December 31, 2008, the receivership was expanded to include United Investment Club, LLC and Reverse Auto Loan, LLC, a Florida limited liability company.

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

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

5. Further, as a result of investments made by and among the three Receivership Entities (other than Creative Capital) into Creative Capital, and the claims of those three Receivership Entities created in connection therewith, those three Receivership Entities, and the Receiver standing in their shoes, have legal claims as “creditors” of Creative Capital, as defined by the Florida Uniform Fraudulent Transfer Act at Florida Statutes § 726.101 et seq. (“FUFTA.”).

6. As a result of the claims the three Receivership Entities (other than Creative Capital) have against Creative Capital, and at all times subsequent thereto, Creative Capital is a “debtor” as that term is defined by FUFTA.

7. The transfers made to the Defendant rendered Creative Capital unable to pay the claims of the Receiver and the other three Receivership entities, in their respective capacities as creditors of Creative Capital under FUFTA.

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

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

10. The Court has personal jurisdiction over Defendant pursuant to 28 U.S.C. §§754 and 1692.

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

12. The Defendant, Georgette Delisfort, is an individual residing in Gwinnett County, Georgia, who is the mother-in-law of Theodule and, at all times material hereto, was an insider of the Creative Capital Entities.

13. Upon information and belief, Georgette Delisfort provided at least \$12,000 in money orders for payment of legal fees for the benefit of Theodule.

FACTS COMMON TO ALL COUNTS

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

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

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

17. Additionally, the SEC sought (1) an order requiring the Receivership Defendants to provide a sworn accounting of all proceeds they received, directly or indirectly, as a result of the securities law violations; (2) an order requiring the Receivership Defendants to disgorge, with prejudgment interest, any ill-gotten gains they received; (3) the imposition of civil penalties pursuant to section 21(d) of the Exchange Act; (4) an order freezing the Receivership Defendants’ assets pending resolution of the matter; (5) the appointment of a receiver over the Receivership Entities; (6) an order requiring the Receivership Defendants to take steps necessary to repatriate to the territory of the United States all funds and assets of investors; and (7) an order requiring the Receivership Defendants to preserve records in their custody, possession or subject to their control.

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

19. By Order dated December 31, 2008, the receivership was expanded to include

United Investment Club, LLC, Reverse Auto Loan, LLC and Sancal Investment and Financial Services, Inc.³

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

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

22. Prior to the receivership, the Receivership Entities, which promised to double investments within 90 days risk free, raised in excess of \$60 million from thousands of investors by and through the use of over 100 investment clubs located in Florida, New Jersey, Georgia and other states.

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

³ Sancal Investment and Financial Services, Inc. was initially included as part of the December 31, 2008, expanded receivership order, but was later dropped by agreed order as a receivership entity. [DE # 42].

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

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

A. Overview of the Scheme

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

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

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

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

29. The Creative Capital Entities' presentations emphasized the safety and security of investing with them. They guaranteed investors 100% returns with no risk, and claimed to invest

in the stocks and options of well-known companies such as Google, John Deere, Monsanto, Best Buy, Gamestop, and others.

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

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

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

32. To add to investors' sense of security, Theodule directed prospective investors to form "investment clubs," which a purported self-regulatory agency, Smart Investment Management Services, LLC ("SIMS"), helped the investors form. This entity also supposedly protected investors through independent verification of their deposits.

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

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

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

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

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

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

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

C. Fraudulent Misrepresentations and Omissions

40. In connection with Creative Capital's fraudulent Ponzi scheme, numerous material misrepresentations and omissions were made regarding Creative Capital's business, Theodule's stock trading, and the use of investor funds.

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

42. Soon after his appointment, however, the Receiver came to learn that Creative Capital hid its losses from current and prospective investors, paying principal and purported

profits to existing investment clubs and individual investors of approximately \$16.8 million from new investor funds.

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

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

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

46. Further, there was no evidence that SIMS has access to or otherwise verified the deposits to ensure the safety of investor funds. To the contrary, the Receiver came to learn that Theodule had commingled investor funds extensively with his own personal accounts and had misappropriated at least \$5.7 million. This amount includes net transfers of at least \$5.0 million to his personal bank accounts, consisting of cash withdrawals of more than \$1.0 million and more than \$700,000 for apparent personal expenses such as multiple luxury vehicles, credit card bills, a wedding payment for Theodule's marriage, and a down-payment for the purchase of a house.

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

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

D. Defendant's Involvement in the Scheme

49. At all times material hereto, the Defendant, Georgette Delisfort, had knowledge of, actively participated in and/or otherwise conspired with Theodule in the Ponzi scheme by receiving transfers from Creative Capital for little or no consideration

50. In October of 2008, the Defendant, in bad faith, received at least \$8,000.00 of fraudulent transfers from Creative Capital for little or no consideration.

E. Conditions Precedent

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

COUNT 1
Action to Avoid and Recover
Fraudulent Transfers Pursuant
to Chapter 726 of The Florida Statutes

52. The Receiver realleges paragraphs 1 through 50 above as if fully set forth herein.

53. This claim is brought by the Receiver based on his standing to bring UFTA actions pursuant to the Receivership Order.

54. During 2008, Creative Capital (or Theodule, by and through funds received from Creative Capital) paid Defendant GEORGETTE DELISFORT the total sum of \$8,000.00 for little or no reasonably equivalent value, as reflected in and evidenced by Exhibit "1," which is attached and incorporated herein by reference. All said payments, along with any other payments paid to Defendant which the Receiver may subsequently discover through the course of his ongoing investigation, shall collectively be referred to herein as the "Delisfort Transfer."

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

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

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

57. The Delisfort Transfer constituted a transfer of an interest in property of Creative Capital to GEORGETTE DELISFORT within four years under Chapter 726 of the Florida Statutes.

58. Creative Capital did not receive reasonably equivalent value for the Delisfort Transfer, and the Creative Capital family of companies: (i) were insolvent at the time of the Delisfort Transfer or became insolvent as a result thereof; (ii) were engaged or were about to engage in a business or transaction for which the remaining assets of Creative Capital were unreasonably small in relation to the business or transaction; or (iii) intended to incur, or

believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they came due.

59. In addition, Creative Capital made the Delisfort Transfer with the actual intent to hinder, delay or defraud creditors of Creative Capital and such transfer was not received in good faith by Georgette Delisfort. Among other badges of fraud, at or near the time of the Delisfort Transfer, Creative Capital: (i) was insolvent; (ii) was not paying its debts as they became due; (iii) did not pay reasonably equivalent value for the Delisfort Transfer; (iv) had, through its principals, defrauded creditors of millions of dollars; and (v) absconded.

60. As a result of the above, the Receiver can avoid the Delisfort Transfer to GEORGETTE DELISFORT pursuant to Chapter 726 of the Florida Statutes and recover the value thereof for the benefit of the estate.

WHEREFORE, the Receiver demands judgment against GEORGETTE DELISFORT as follows: (i) determining that the Delisfort Transfer was fraudulent and avoiding and recovering the value thereof for the benefit of the estate; (ii) awarding pre-judgment interest; and (iii) for any other relief the Court deems appropriate.

COUNT 2
Unjust Enrichment

61. The Receiver realleges paragraphs 1 through 50 above as if fully set forth herein.

62. This is a claim for unjust enrichment.

63. The Receivership Entities conferred a benefit on GEORGETTE DELISFORT by making the Delisfort Transfer to GEORGETTE DELISFORT.

64. GEORGETTE DELISFORT knowingly and voluntarily accepted and retained the benefit conferred by the Receivership Entities.

65. The circumstances are such that it would be inequitable and unjust for GEORGETTE DELISFORT to retain the benefit conferred by the Receivership Entities without paying the Receiver the value thereof.

66. GEORGETTE DELISFORT has been unjustly enriched at the expense of the Receivership Entities (and, ultimately, their investors).

67. The Receiver is entitled to the return of those amounts in which GEORGETTE DELISFORT was unjustly enriched through disgorgement or any other appropriate remedy.

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

COUNT 3
Imposition of Constructive Trust or
Equitable Lien

68. The Receiver realleges paragraphs 1 through 50 above as if fully set forth herein.

69. This is a claim to impose a constructive trust or equitable lien.

70. The Receivership Entities conferred a benefit on GEORGETTE DELISFORT in the form of the Delisfort Transfer to GEORGETTE DELISFORT .

71. GEORGETTE DELISFORT knowingly and voluntarily accepted and retained the benefit conferred by the Receivership Entities.

72. The circumstances are such that it would be inequitable and unjust for GEORGETTE DELISFORT to retain the benefit conferred by the Receivership Entities without paying the Receiver the value thereof.

73. GEORGETTE DELISFORT has been unjustly enriched at the expense of the Receivership Entities (and, ultimately, their investors).

74. The Receiver is entitled to the return of those amounts in which GEORGETTE DELISFORT was unjustly enriched through disgorgement or any other appropriate remedy to the extent the proceeds thereof are readily identifiable.

WHEREFORE, the Receiver respectfully requests this Court enter judgment in his favor and against GEORGETTE DELISFORT to impose a constructive trust or equitable lien in the amount that they were unjustly enriched, together with interest and costs, and for such further relief as the Court may deem just and proper.

COUNT 4
Aiding and Abetting and/or
Conspiracy to Breach of Fiduciary Duty

75. The Receiver re-alleges paragraphs 1 through 50 above as if fully set forth herein.

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

77. Creative Capital's insolvency and undercapitalization since inception immediately transferred all of Theodule's fiduciary obligations to creditors.

78. Theodule exhibited a conscious, grossly negligent, reckless and/or fraudulent disregard for the best interests of Creative Capital and its creditors in relation to the facts and circumstances as set forth above by engaging in a fraudulent Ponzi scheme and other questionable transactions with no legitimate or justifiable business purposes to advance the interests of himself and the Defendants.

79. Theodule's breaches adversely impacted and conferred no benefit on Creative Capital, while conferring a benefit upon himself and numerous third parties, including but not limited to, the Defendants.

80. The Defendant, GEORGETTE DELISFORT, had knowledge of Theodule's breaches alleged above, and rendered substantial assistance in regard to such breaches. In addition, GEORGETTE DELISFORT actively conspired with Theodule in regard to such breaches.

81. Based upon the foregoing, GEORGETTE DELISFORT is liable for all damages proximately caused by the acts and omissions of Theodule and herself.

82. The foregoing breaches of Theodule, as aided and abetted by GEORGETTE DELISFORT as part of the ongoing conspiracy in regard to effectuating such breaches, have proximately caused damage to Creative Capital in excess of \$60 million.

WHEREFORE, the Receiver demands judgment against the Defendant, GEORGETTE DELISFORT, jointly and severally, for compensatory damages, punitive damages and special damages including, but not limited to, the value of the over \$60 million of the Transfers made to third parties, the increased insolvency of the Creative Capital Entities, out-of-pocket fees, costs and expenses attributable to and incurred or paid by the Creative Capital Entities and the Receiver, all attributable attorneys fees, costs and expenses paid or incurred by the Creative Capital Entities pre-receivership, and for the value of all Creative Capital claims against third parties that were not properly or timely pursued by the Creative Capital Entities, plus pre-judgment interest, court costs and for such other relief this Court deems appropriate.

COUNT 5
Conversion

83. The Receiver re-alleges paragraphs 1 through 50 above as if fully set forth herein.

84. At all material times, GEORGETTE DELISFORT knew that the \$8,000.00 of funds transferred to GEORGETTE DELISFORT as set forth in Exhibit "1" were the property of the Creative Capital Entities.

85. By virtue of her acts and omissions, GEORGETTE DELISFORT engaged in unauthorized acts that caused the wrongful dissipation and transfer of such funds which deprived the Creative Capital Entities of their property permanently, which deprivation was and remains inconsistent with ownership of Creative Capital's interest in such property.

86. GEORGETTE DELISFORT had knowledge of the above alleged facts at the time the conversion occurred

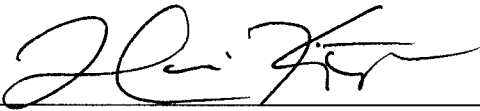
87. Based upon the foregoing, GEORGETTE DELISFORT is liable for all damages proximately caused by her acts and omissions, including but not limited to the loss of the \$8,000.00 of funds transferred to GEORGETTE DELISFORT as set forth in Exhibit "1."

WHEREFORE, the Receiver demands judgment against the Defendant, GEORGETTE DELISFORT, jointly and severally, for compensatory damages, punitive damages and special damages including, plus attorneys' fees, pre-judgment interest, court costs and for such other relief this Court deems appropriate.

WHEREFORE, the Receiver demands that judgment be entered in his favor and against the Defendant, GEORGETTE DELISFORT, jointly and severally, as follows: (i) actual compensatory, consequential, incidental, special and exemplary damages in an amount to be proven at trial; (ii) punitive damages; (iii) such civil penalties as allowed by law; (iv) costs of this suit as allowed by law; (v) pre-judgment and post-judgment interest as allowed by law; and (vi) such other and further legal and equitable relief as the Court deems just and proper.

Dated: July 24, 2009
Miami, Florida

Respectfully submitted,

By:  FOR DAVID CIMO

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10061-025/001

Securities and Exchange Commission
v.
**Creative Capital Consortium, LLC, A Creative Capital Concepts, LLC,
and George L. Theodule**
Case No. 08-81565-CIV-HURLEY/HOPKINS
United States District Court
Southern District of Florida

Payments to Georgette Delisfort

Bank	Clearing Date	Payee	Amount
BOA - 6434	10/01/08	Georgette Delisfort	<u>\$ 8,000.00</u>

CREATIVE CAPITAL CONSORTIUM LLC
(GENERAL ACCOUNT)

Page 2 of 3
Statement Period
10/01/08 through 10/31/08
EO P PA 0A 53
Enclosures 0
Account Number 2290 1144 6434

Deposit Accounts

Business Advantage Checking

CREATIVE CAPITAL CONSORTIUM LLC (GENERAL ACCOUNT)

Your Account at a Glance

Account Number	2290 1144 6434	Statement Beginning Balance	\$12,365.29
Statement Period	10/01/08 through 10/31/08	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$12,365.00
Number of Withdrawals/Debits	2	Statement Ending Balance	\$0.29
Number of Deposited Items	0	Average Ledger Balance	\$0.29
Number of Days in Cycle	31	Service Charge	\$0.00

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance (\$)	Type of Balance	Date
Business Advantage Checking	2290 1144 6434	399.16	Average	10-30
Total Qualifying Balance		\$399.16		

Thank you for banking with Bank of America.

Withdrawals and Debits

Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
10/01	8,000.00	GA Tr transfer to Chk 1720 Banking Ctr Snellville Confirmation# 2892798629 #0101153 GA	957510017568287
10/01	4,365.00	GA Tr cash withdrawal from Chk 6434 Banking Ctr Snellville Confirmation# 2892691642 #0101153 GA	957510019902769

Daily Ledger Balances

Date	Balance (\$)
10/01	0.29

0544-3569

10,000.00 CHIPS CREDIT CHIP 6696400149FC SAME 17:01 05/28/2008 REPAIR
YOUR REF: 01080528010815NN

REC FROM: BANK OF AMERICA N.A. 100 WEST 33RD STREET NEW YORK NY
10001

B/O CUSTOMER: /003255191720 GEORGETTE DELISFORT 2108 NEW LONDON PL
SNELLVILLE GA 30078-3027

ACCT PARTY: OPTIONS XPRESS INC NEW YORK NYUS

REMARK: /REC/CREDIT GEORGETTE DELISFORT AC 0544-3569

REC GFP: 05282038

CHIP SEQ: 0020683

CHIP REF: 379623

JS 44 (Rev. 2/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

FILED IN U.S. DISTRICT COURT
JUL 24 2009
STEVEN M. LARIMORE
CLERK U.S. DISTRICT COURT
SOUTH DARIEN, FLORIDA

I. (a) PLAINTIFFS
 JONATHAN E. PERLMAN, et al.
 Creative Capital Consortium, LLC et al.,
(b) County of Residence of First Listed Plaintiff Dade County
 (EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorney's (Firm Name, Address, and Telephone Number)
 David C. Cimo, Esq.
 Genovese Joblove & Battista, P.A.
 100 S.E. Second Street, Suite 4400
 Miami Florida 33131

DEFENDANTS
 GEORGETTE DELIFORT, an individual
 County of Residence of First Listed Defendant Dade County
 (IN U.S. PLAINTIFF CASES)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.
Attorneys (Firm Name) **CIV-RYSKAMP**

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
 1 U.S. Government Plaintiff
 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
 (For Diversity Cases Only)

Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus: <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding 2 Removed from State Court 3 Re-filed- (see VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):
 a) Re-filed Case YES NO b) Related Cases YES NO
 JUDGE Hurley/Hopkins DOCKET # 09-1585

VII. CAUSE OF ACTION
 Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §1367
 LENGTH OF TRIAL via 2-3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** 75,000.00 CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE SIGNATURE OF ATTORNEY OF RECORD David C. Cimo DATE 7-24-2009
 FOR OFFICE USE ONLY

AMOUNT 1350.00 RECEIPT # 1005346
07/24/09