

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

CASE NO. 08-CV-81565-HURLEY/HOPKINS

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

CREATIVE CAPITAL CONSORTIUM, LLC, et al.,

Defendants.

**PLAINTIFF'S CORRECTED¹ STATEMENT OF UNDISPUTED MATERIAL
FACTS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

Pursuant to Southern District of Florida Local Rule 7.5.C, Plaintiff Securities and Exchange Commission files this statement of material facts as to which there is no genuine dispute in support of its summary judgment motion against Defendant George I. Theodule.

The Defendants

1. A Creative Capital Concept\$ (“ACCC”) is an inactive Florida limited liability company organized in November 2007. [Theodule’s Answer, DE 23, at ¶5; ACCC Certified Corporate Record attached as Exhibit 1]. Theodule owned ACCC was its manager, along with two other individuals. [Theodule’s Answer, DE 23, at ¶5 (admitting he was a manager); Exhibit 1; Florida Department of State, Division of Corporations fictitious name record (listing Theodule as owner), Exhibit 27]. ACCC was a so-called “investment group,” which Theodule used to raise funds from investors until he formed Creative Capital Concept\$, LLC in January 2008. [Testimony Transcript of Berthrum Brewster, attached as Exhibit 3 at pp. 33:22-34:22; Declaration of William P. Sabarese, attached as Exhibit Ex. 4 at ¶¶3-4, 8-10 and Exhibits A, B and C attached thereto].

¹ This version includes an amended version of Exhibit 2, Affidavit of Receiver Jonathan E. Perlman. All other Exhibits remain the same, as filed as DE 171.

2. Creative Capital Consortium, LLC (“CCC”) is a Florida limited liability company organized in January 2008 with its principal place of business in Lake Worth, Florida. [Theodule Answer, DE 23, at ¶6; CCC Certified Corporate Record attached as Exhibit 5]. CCC was an investment organization that became the primary entity through which Theodule raised investor funds and transacted business with investment clubs. [Theodule’s Statement of Facts in Support his Summary Judgment Motion, DE 105, at pg.1, ¶1; pg. 4, ¶1; Ex. 3 at pp. 33:22-34:22; Declaration of Evelyn Metellus, attached as Exhibit 6 at ¶¶2-3; 8, 11]. Theodule was CCC’s President, CEO, and sole proprietor. [CCC Business Plan Section 2.1, attached as Exhibit 9 and Exhibit A thereto; authenticated in Exhibit 9 Affidavit and at Exhibit 11, 34:24-35:21, 56:11-57:2; Theodule business card, attached as Exhibit 4 and Exhibit A thereto, authenticated in Exhibit 4]. He was also CCC’s owner. [Florida Division of Corporations Fictitious Name Record, Exhibits 28 & 29].

3. George I. Theodule currently resides in Loganville, Georgia, where he relocated from Wellington, Florida in September 2008. [Theodule Answer, DE 23, at ¶7; Lexis/Nexis Search Record of George L. Theodule addresses attached as Exhibit 7; Ex. 3 at p. 123:11-16]. He was the managing member of ACCC, the sole member and manager of CCC, and solicited investors for both of these companies. [Ex. 4 at ¶¶3-9; Ex. 5; Ex. 6 at ¶¶2-6, 8-10; Declaration of Collin Whitehall, attached as Exhibit 8 at ¶¶3-6; Declaration of Neptime Dieujuste, attached as Exhibit 9 at ¶21 and Exhibit A attached hereto at §2.1].

The Defendants’ Investment Group

4. From at least November 2007 until approximately January 2008, Theodule solicited investors to invest through ACCC and CCC, which were purportedly “investment groups.” [Ex. 4 and Exhibit C thereto].

5. Through ACCC and CCC, Theodule offered investors the opportunity to invest in stocks, bond, options, and other securities. [*Id.*].

6. The Defendants primarily targeted prospective investors in the United States Haitian community. [Ex. 3 at pp. 57:5-58:3; Ex. 4 at ¶14; Ex. 9 at ¶4].

7. Theodule ingratiated himself with investors by claiming he had recently decided to offer his investment expertise to help build wealth in the Haitian community. [Theodule Answer, DE 23, at ¶10; Ex. 3 at pp. 49:13-15, 81:8-19, 101:11-20, 172:3-173:5; Declaration of Carola Timothee, attached as Exhibit 10 at ¶7].

8. Theodule also told 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. [Theodule Answer, DE 23, at ¶10; Ex. 3 at pp. 49:16-17, 81:8-19, 101:11-20, 172:3-173:5; Ex. 12 at ¶15].

9. The Defendants primarily attracted investors through word-of-mouth, and Theodule solicited investors during face-to-face meetings. [Ex. 3 at pp. 52:4-24, 62:17-64:18; Ex. 4 at ¶¶3-6; Ex. 6 at ¶¶2-5; Ex. 9 at ¶¶5-6; Theodule's Statement of Facts in Support his Summary Judgment Motion, DE 105, at pg.5, ¶5 ("Theodule would meet with companies and potential investors regarding investment opportunities.")].

10. Theodule touted his investment experience and trading acumen to prospective investors. [CCC Business Plan Section 2.1, attached as Exhibit 9 and Exhibit A thereto; authenticated in Exhibit 9 Affidavit]. CCC's business plan distributed to investors stated that Theodule "brings over 25 years of experience in the world of finance and sales. He also served as the Finance Director of several large companies and has significant expertise in sales. As the sole

proprietor of CCC, Mr. Theodule brings over 20 years experience as an investor in the stock market and other business ventures.” *Id.*

11. Theodule told prospective investors that he would double their money within 90 days. [Ex. 11, at 58:4-59:1, 61:22-64:4; Ex. 4 at ¶5] [Ex. 6 at ¶ 4; Ex. 8 at ¶3; Ex. 9 at ¶6; Ex. 14, Yolette Williams deposition, at 33:10-34:22; Ex. 22 at ¶ 4; Ex. 23 at ¶¶ 4,7].

12. Theodule typically depicted his investment plan and purported profits trading stocks and options on dry erase boards or flip charts. [Ex. 3 at pp. 61:14-23, 62:11-16].

13. Theodule routinely boasted to investors about CCC’s high rates of return, and stressed the need to begin investing as soon as possible. [Ex. 6 at ¶¶3-5, 7-8]. For example, 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. [*Id.* at ¶¶3, 7, 13-15].

14. Theodule’s presentations to prospective investors also emphasized the safety and security of investing with them. [Ex. 4 at ¶5; Ex. 6 at ¶¶4, 6, 9-10; Ex. 8 at ¶5]. Theodule and his Companies 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. [Ex. 3 at p. 51:3-6; Ex. 4 at ¶5; Ex. 6 at ¶¶4, 6, 9; Ex. 8 at ¶¶3, 5].

15. Theodule told investors to put their trust in him and guaranteed the safety of their investment. [Ex. 12 at ¶18].

The Defendants Raised Funds Through Investment Clubs

16. To add to investors’ sense of security, Theodule directed prospective investors to form “investment clubs” through Smart Investment Management Services, LLC (“SIMS”), which

he told prospective investors was a self regulatory agency. [Ex. 3 at pp. 36:1-42:13; Ex. 8 at ¶¶7-13].

17. Theodule told prospective investors that SIMS would protect them by independently verifying their investment deposits. [*Id.*].

18. In reality, SIMS was a private company created by Theodule's brother and run by a former CCC employee, and not a regulatory entity. [Theodule Answer, DE 23, at ¶12; Ex. 3 at pp. 36:21-38:20, 41:11-44:20; Exhibit 13, Kathryn Parker Deposition, at 18:17-19].

19. The investment clubs did not operate independently of Theodule, investor funds placed with investment clubs were placed solely with Theodule and CCC, and Theodule misappropriated investor funds and commingled them with CCC funds. [Ex. 17 at 38, 42-43, 56-57, 64-65; Ex. 18 at 42-43; Ex. 2 at ¶¶9-11].

20. The investment clubs pooled investor funds and sent them to CCC for a 90-day period, during which Theodule purportedly traded stocks and options on behalf of the investment club members. [Ex. 3 at pp. 49:18-51:2, 66:16-67:23; Ex. 6 at ¶¶11, 15; Ex. 8 at ¶7; Ex. 10 at ¶4; Ex. 17 at 56-60].

21. The investment club members did not participate in making investment decisions, rarely had club meetings, and deposited funds exclusively with the Defendants. [Ex. 3 at pp. 160:20-161:7, 162:6-163:20; Ex. 4 at ¶10].

22. The investment clubs typically required a minimum investment of \$1,000 per investor, which the investor could not withdraw for the 90-day investment period. [Ex. 4 at ¶ 8 and Exhibit B attached thereto; Ex. 6 at ¶17; Ex. 8 at ¶4; Ex. 9 at ¶¶6-7].

23. The investment clubs deposited the investors' funds into their own bank accounts, pooled the funds, and remitted the money to CCC, minus a 10% club commission. [Ex. 3 at pp. 59:1-61:25].

24. Thus, the investment clubs served principally as vehicles to funnel funds to Theodule and CCC. [Ex. 3 at pp. 67:16-67:23, 82:1-87:25 and Exhibit 4 attached thereto, 90:5-91:2; Ex. 8 at ¶¶7-14; Ex. 10 at ¶¶2-5, 12-21 and Exhibits A, B, and C attached thereto].

The Investor Group Agreements

25. Investors entered into a so-called "Investor Group Agreement" with CCC, whereby they authorized Theodule to serve as their agent and attorney-in-fact, to, among other things, "buy and sell and stocks, bonds, options, and other securities, including short sells, on margin or in a cash account." [Exhibit 4 and Exhibit C thereto].

26. Theodule signed the Investment Group Agreement on behalf of CCC. [*Id.*; Exhibit 11, Investor William Sabarese hearing testimony, at 63:15-64:4].

27. The Investment Group Agreement states that the investor's "initial investment is guaranteed zero loss after 90 days of start-up." [Exhibit 4, Sabarese Declaration, and Exhibit C thereto; Exhibit 11 at 65:14-65:6 (Sabarese testimony at Show Cause Hearing)].

Investors' Contributions

28. At the end of the 90-day investment period, when the Defendants had purportedly doubled the investment amount, they returned what they claimed were the principal and profits back to the investment clubs, minus a commission on the profits. [Ex. 3 at pp. 74:12-80:23 and Exhibit 3 attached thereto].

29. Prior to distributing the proceeds back to the investors, the investment clubs typically charged a second 10% commission on the principal. [Ex. 3 at p. 76:1-20 and Exhibit 3 attached thereto].

30. During the course of the investment scheme, the Defendants raised approximately \$63 million from investors nationwide. [Receiver's Affidavit, Exhibit 2, at ¶9(b); Theodule Answer, DE 23, at ¶11].

31. Of the \$63 million Theodule raised, he:

a. Diverted approximately \$24 million to third parties, including his wife and relatives. [Receiver's Affidavit, Exhibit 2, at ¶9(b)(i)]. This amount also includes \$122,000 in transfers to SIMS. [*Id.*];

b. Misappropriated approximately \$20 million to his personal bank and brokerage accounts [*Id.* at ¶9(b)(ii)]. This amount includes \$2.1 million to his personal bank accounts, his cash withdrawals of more than \$1.4 million, more than \$700,000 for personal expenses, including luxury automobiles, credit card bills, a wedding, and travel. [*Id.*]. This amount also includes \$18.1 million, which Theodule transferred to his personal brokerage accounts – all of which was lost in Theodule's options trading. [*Id.*]; and

c. Transferred approximately \$19 million to investment clubs and/or individual investors. [*Id.* at ¶9(b)(iii)].

32. Theodule traded \$18.1 million of the \$63 million he raised, and lost 98% of that. [*Id.* at ¶9(b)(ii), ¶10; Theodule Statement of Facts In Support of Summary Judgment, DE 90, at pg. 4, ¶1]. He experienced a net trading loss from at least as early as November 2007 through December 2008. [Ex. 2, at ¶10; Theodule Statement of Facts In Support of Summary Judgment, DE 90, at pg. 4, ¶1; Theodule's Answer, DE 23, at ¶4 (admitting a net trading loss)].

33. In contrast to the actual heavy losses, CCC prepared and/or sent account statements for investors showing significant investment growth. For example, CCC's January 2008 account statements for one investor showed that his \$1,000 initial investment had grown to \$1,750 just one month after investing, and had doubled to \$2,000 within two months. [Exhibit 4, at ¶¶10-13 and Exhibit F thereto]. In August 2008, CCC sent another investor an account statement showing that his \$10,000 investment had appreciated to \$20,000 within three months. [Exhibit 8, ¶ 16, at Exhibit A thereto].

34. Theodule used \$19.1 million of new investor funds to pay existing investors' purported returns. [Exhibit 2, at ¶9(b)(iii), ¶11].

35. When more recent investors attempted to withdraw their funds after the 90-day investment period, CCC did not return them. [Ex. 3 at pp. 127:20-129:1; Ex. 4 at ¶¶15-17; Ex. 6 at ¶¶18-22; Ex. 8 at ¶¶17-19; Ex. 9 at ¶¶35-44; Ex. 10 at ¶¶29-32; Exhibit 11, Sabarese testimony, at 71:14-72:13; Ex. 12, at ¶31].

36. In December 2008, Theodule sent investors a newsletter that stated "rest assured that your money is secure and not lost." [Ex. 12, at ¶¶39-40 and Exhibit G thereto].

37. Theodule's December 2008 newsletter told investors that "The monies that you have already invested will maintain its gain as long as you opt to not withdraw for one year." [Ex. 12 and Exhibit G thereto]. The newsletter also stated that "CCC is growing strong and rest assured that you have invested with a capable group." [*Id.*].

The Defendants' Misrepresentations and Omissions

38. Theodule made numerous material misrepresentations and omissions regarding CCC's business, Theodule's stock trading, and the use of investor funds. [Ex. 3 at p. 52:12-24; Ex. 4 at ¶¶6-7; Ex. 6 at ¶¶4-9; Ex. 9 at ¶¶35-44]

39. For example, Theodule's claim of success trading stocks and options was demonstrably false. [Ex. 2 at ¶¶9-11]. Of the more than \$18 million deposited in brokerage accounts Theodule controlled, he lost approximately 98% of those funds trading stocks and options. [Ex. 2 at ¶10]. In fact, Theodule consistently lost money trading in those accounts after November 2007, and never generated net trading profits. [Ex. 2 at ¶10(b); Theodule's Answer, DE 23, at ¶4 (admitting a net trading loss)].

40. CCC and Theodule hid those losses from investors, sending account statements showing high returns [Exhibit 4, at ¶¶10-13; Exhibit 8, ¶ 16, at Exhibit A thereto], and paying principal and purported profits to existing investment clubs and individual investors of approximately \$19 million from new investor funds. [Ex. 2 at ¶¶9,11].

41. Contrary to Theodule's representations to prospective investors that he used trading profits to fund new business ventures, some of which purportedly benefitted the Haitian community in the United States and Haiti, and others in Sierra Leone [Ex. 3 at pp. 49:13-15, 81:8-19, 172:3-173:5; Ex. 10 at ¶7], there were no trading profits. Most of the funds the Defendants disbursed went to pay earlier investors their purported profits, not fund business projects. [Ex. 2 at ¶¶9-11].

42. 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 entity that was, until recently, headed by a former CCC employee. [Theodule Answer, DE 23, at ¶11 (admitting SIMS is a private entity) and ¶15 (admitting SIMS is not a governmental regulatory agency)].

43. The Defendants paid SIMS and its employees, and transferred at least \$122,000 to them. [*Id.* at ¶9(b)(ii)]. There is no evidence SIMS verified investors' deposits to ensure the safety of investor funds, and Theodule took the Fifth Amendment on this issue. [Ex. 15, Theodule Deposition Testimony, at 61:19-62:5].

44. To the contrary, Theodule commingled investor funds extensively with his own personal accounts and misappropriated at least \$24 million. [Ex. 2 at ¶9(b)(ii)].

45. Of the investor funds raised, Theodule transferred approximately \$2.1 million to his personal bank accounts, made cash withdrawals of more than \$1.4 million, and siphoned off more than \$700,000 for personal expenses, including luxury automobiles, credit card bills, a wedding, and travel. [Exhibit 2 at ¶9(b)(ii)]. He also bought his sister a condominium. [Ex. 17, Yolette Williams Deposition, at 25-26].

46. In addition, contrary to Theodule's representations to prospective investors that they could withdraw their investor funds after 90 days, ACCC did not pay investors who requested the return of their principal and supposed profits after the 90-day period. [Ex. 3 at pp. 127:20-129:1; Ex. 4 at ¶¶15-17; Ex. 6 at ¶¶18-22; Ex. 8 at ¶¶17-19; Ex. 9 at ¶¶35-44; Ex. 10 at ¶¶29-32].

47. In December 2008, Theodule told investors ACCC "will ask to delay any withdrawals for at least 90 days," but even then he told investors that their money was "secure and not lost," despite knowing, among other things, that he had lost 98% of investors' funds he traded and had siphoned off investors' funds for his personal use. [Ex. 12, at Exhibit G; Ex. 2, Receiver's Affidavit, at ¶¶9-10 (Theodule's personal use of funds and net trading losses); DE 23, Answer, at ¶4 (admitting net trading loss); and Theodule Statement, DE 90, at pg. 4].

48. In connection with the conduct alleged in the Complaint in this action, Theodule made use of the means or instrumentalities of interstate commerce, the means or instruments of transportation and communication in interstate commerce, and the mails. [Theodule Answer, DE 23, at ¶9].

Date: October 6, 2009

Respectfully submitted,

By s/Amie Riggle Berlin
Amie Riggle Berlin, Esq.
Senior Trial Counsel
Florida Bar Number 630020
Direct Dial: (305)982-6322
berlina@sec.gov

s/Robert K. Levenson
Robert K. Levenson
Regional Trial Counsel
Florida Bar Number 0089771
Direct Dial: (305)982-6341
levensonr@sec.gov

Attorneys for Plaintiff
SECURITIES AND EXCHANGE COMMISSION
801 Brickell Avenue, Suite 1800
Miami, Florida 33131
Telephone: (305) 982-6300
Facsimile: (305) 536-4154

CERTIFICATE OF SERVICE

I certify that on October 6, 2009, a copy of the foregoing was served via cm/ecf filing upon:

Russell C. Weigel, III, Esq.
5775 Blue Lagoon Drive
Suite 100
Miami, Florida 33126
Tel: (786)888-4567
Fax: (786)787-0456
Counsel for Defendant George L. Theodule

David C. Cimo, Esq.

Carmen Contreras-Martinez, Esq.
Martin J. Keane, Esq.
Genovese Joblove & Battista, PA
100 SE 2nd Street
Miami, Florida 33131
Tel: (305)349-2300
Fax: (305)349-2310
Counsel for Receiver Jonathan E. Perlman,
Esq.

s/ Amie Riggle Berlin

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Entities, Creative Capital Consortium, LLC and A Creative Capital Concept\$, LLC (“Creative Capital”).

4. On December 29, 2008 (the “Receivership Date”), the Court entered the Receivership Order appointing me the Receiver over Creative Capital. On December 31, 2008, the Court expanded the Receivership to include United Investment Club, LLC and Reverse Auto Loan, LLC. On September 21, 2009, the Court expanded the Receivership further to include G\$ Trade Financial, Inc., Unity Entertainment Group, Inc., Wealth Builders Circle, LLC and The Dream Makers Capital Investment, LLC.

5. In discharging my duty as Receiver, I retained several professionals, including the law firm of Genovese, Joblove & Battista, P.A. (“Genovese”), the forensic accounting firm of Kapila & Company (“Kapila”), and a security and investigative firm, The McManus Group (“McManus”), (collectively, the “Professional Advisors”).

6. One significant component of the Receiver’s directive under the Receivership Order is to identify and marshal the assets owned by the Receivership Entities.

7. The following is a summary of my preliminary assessment and findings which may be subject to change as my Professional Advisors and I continue to examine the financial and operational affairs of the Receivership Entities.

Documents Reviewed

8. My Professional Advisors and I have reviewed financial records relating to the various Receivership Entities, including the following:

- a. The books and records obtained from the corporate offices of the Receivership Entities¹;

¹ At the time the Receiver took possession of Creative Capital in December 2008, the offices were completely vacant. The computers, books and other records had all been removed from the

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- b. Financial records belonging to the Receivership Entities turned over to the Receiver by the former accountant for Creative Capital;
- c. Documents obtained from former employees of Creative Capital;
- d. Bank records, including statements and documents supporting deposits and withdrawals for accounts at Washington Mutual Bank (“WaMu”), Wachovia Bank (“Wachovia”), and Bank of America (“BOA”), including personal accounts for which George Theodule was an authorized signatory obtained by the Receiver from the SEC. In addition, the SEC provided brokerage account statements for accounts at OptionsXpress, Inc. (“OptionsXpress”), thinkorswim, Inc. (“thinkorswim”), and TradeStation Securities, Inc. (“TradeStation”);
- e. Additional bank statements, account opening documents, and supporting documentation for all deposits and withdrawals to accounts from Wachovia, WaMu, BOA, Suntrust Bank, N.A. (“SunTrust”), and Bank of North Georgia (“BNG”) where the Receivership Entities maintained their accounts, obtained pursuant to subpoenas issued by the Receiver.

Bank Account Review

9. My forensic accountants have reviewed and analyzed the account activity of the Receivership Entities for the period September 2007 through December 31, 2008. Attached as **Exhibit 1** is a list of Creative Capital accounts analyzed by Kapila.² Of the thirty-one (31)

corporate office. To date, no investor database has been located. Further, only limited books and records have been located at the offices of the other Receivership Entities.

² Each of the exhibits attached hereto have been provided to me by Kapila in the scope of their engagement as my forensic accountants in this matter.

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accounts listed, ten are personal accounts for which Theodule was the account holder. The remaining accounts are business accounts in the named of the various Receivership Entities for which Theodule was an authorized signatory and/or a member/manager of the entity. The following is a summary of the findings to date:

- a. On the Receivership Date, the balances in the various bank accounts maintained by the Receivership Entities totaled only \$30,029.70. Attached as **Exhibit 2** is a summary of the known bank accounts for the Receivership Entities and their balances as of December 31, 2008.
- b. Based on the documents analyzed by the Receiver's forensic accountants, Theodule raised approximately **\$63 million** from investors which was deposited into accounts maintained by the Receivership Entities and various Theodule personal accounts. A detailed breakdown of the disbursement of the \$63 million is attached as **Exhibit 3 - Summary by Category**. The investor funds raised were disbursed as follows:
 - (i) **\$23.6 million** has been identified as having been diverted by Theodule in fraudulent transfers to third parties, including his wife and close relatives.³ This amount includes over \$122,000.00 in transfers to Smart Investment Management Service, LLC ("SIMS") and its employees.⁴
 - (ii) Theodule misappropriated **\$20.2 million** to his personal bank and brokerage accounts as identified in the attached **Exhibit 4 -**

³ The Receiver has filed twenty-six (26) individual lawsuits to recover these funds on behalf of the receivership estate.

⁴ SIMS was a purported self-regulatory agency to which Theodule directed prospective investors to form "investment clubs". See Complaint at ¶18.

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\$2.1 million dollars to his personal bank accounts, with cash withdrawals of more than \$1.4 million, over \$700,000 for apparent personal expenses such as multiple luxury vehicles, credit card bills, a wedding, extensive travel including a trip to a Hawaiian Resort, and \$18.1 million to his personal brokerage accounts, all of which was lost in options trading.

- (iii) Only \$19.1 million has been identified as having been transferred to investment clubs and/or individual investors.

Brokerage Account Review

10. My forensic accountants have reviewed and analyzed the brokerage account statements and supporting documentation for nine accounts, each of which listed Theodule as an authorized trader.⁵ Attached as **Exhibit 5** is a list of the nine brokerage accounts analyzed by Kapila. The following is a summary of their findings:

- a. Kapila has identified \$18.1 million dollars of investor funds transferred to brokerage accounts under Theodule's control.⁶ The deposits include \$6.4 million from Creative Capital escrow accounts being held by the Law Firm of Gabrielle Alexis, P.A. and \$ 3.7 from Creative Capital bank accounts. The remaining \$8 million came from Theodule personal bank accounts funded by investor and/or investment club deposits.

⁵ One of these accounts was a business account in the name of Creative Capital Concepts, a fictitious business name registered to Theodule.

⁶ Approximately \$400K more was deposited into the brokerage accounts directly from investors increasing the total amount deposited to the brokerage accounts to \$18.5 million. The details regarding this funding are unknown at this time.


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b. Theodule lost money trading in these accounts every month since their inception in January 2007, and never generated any net trading profits. As a result, 98% of the total funds deposited to the brokerage accounts were lost through unsuccessful trading. Attached as **Exhibit 6** is a Summary of Brokerage Account Activity.

Summary

11. Based on the foregoing, there were no net trading profits in the brokerage accounts. Further, the bank records and deposition testimony indicate there were no other known sources of income to the Receivership Entities other than investor/investment club deposits. Consequently, any so-called "profit payments" made to investors by the Receivership Entities, could only have come from money raised from other investors, and, as such, the Receivership Entities were operated as a classic Ponzi scheme.

FURTHER AFFIANT SAYETH NAUGHT.


Jonathan E. Perlman, Esq.

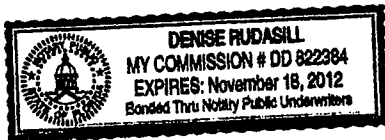
THE FOREGOING instrument was acknowledged before me this 2nd day of October, 2009, by Jonathan E. Perlman, who is personally known to me and who took the oath.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

Print Name: 

Commission No. _____

Commission Expires: _____



As of September 1, 2009

Securities and Exchange Commission

v.

Creative Capital Consortium, LLC ("CCC"), A Creative Capital Concept\$, LLC, and George L. Theodule, et al.

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

United States District Court

Southern District of Florida

Creative Capital Consortium, LLC; A Creative Capital Concept\$, LLC; George Theodule; Dorothy Delisfort; Bliss Travel Management, LLC; G\$Trade Financial, Inc; Law Offices of Gabrielle Alexis; & Mondesir & Alexis Title ("CCC Group")

Bank Accounts Analyzed

- 1.) Washington Mutual 4822383982 - A Creative Capital Concepts LLC - 11/30/2007 - 8/31/2008
- 2.) Washington Mutual 181899514 - A Creative Capital Concepts, LLC - 2/7/2008 - 8/31/2008
- 3.) Washington Mutual 441700412 - Bliss Travel Management LLC 2/5/2008 - 8/31/2008
- 4.) Washington Mutual 3766135749 - George Louis Theodule - 9/15/2006 - 7/21/2008
- 5.) Washington Mutual 3124676806 - George Louis Theodule - 9/15/2006 - 7/21/2008
- 6.) Washington Mutual 4414700446 - Creative Capital Consortium LLC - 2/14/2008 - 8/31/2008
- 7.) Wachovia 2000027474141 - Creative Capital Consortium LLC - 3/25/2008 - 7/31/2008
- 8.) Wachovia 2000027474170 - Creative Capital Consortium LLC - 3/25/2008 - 7/31/2008
- 9.) Wachovia 2000027474154 - Creative Capital Consortium LLC - 3/25/2008 - 7/31/2008
- 10.) Wachovia 2000027474183 - Creative Capital Consortium LLC - 3/25/2008 - 7/31/2008
- 11.) Wachovia 2000029402027 - Law Offices of Gabrielle Alexis, PA IOLTA Trust Account - 6/16/2008 - 12/31/2008
- 12.) Wachovia 2000042510129 - Bliss Travel Management LLC 6/5/2008 - 11/30/2008
- 13.) Wachovia 2000029335699 - Mondesir and Alexis Title - 7/03/2008 - 11/03/2008
- 14.) Bank of America 229011446434 - Creative Capital Consortium LLC - 8/7/2008 - 12/31/2008
- 15.) Bank of America 003675516447 - Creative Capital Consortium LLC - 8/7/2008 - 12/31/2008
- 16.) Bank of America 229007011789 - Creative Capital Consortium LLC - 8/7/2008 - 12/31/2008
- 17.) Bank of America - 229014072245 - George Theodule - 7/18/2008 - 10/2/2008
- 18.) Bank of America - 229014072258 - George Theodule - 7/18/2008 - 10/2/2008
- 19.) Bank of America 334016732307 - George Theodule & Clyde L Richardson Jr. - 8/1/2008 - 9/5/2008
- 20.) Bank of America 334016732315 - George Theodule & Clyde L Richardson Jr. - 8/1/2008 - 9/5/2008
- 21.) Bank of America 229007012144 - G\$Trade Financial Inc - 8/11/2008 - 12/31/2008
- 22.) Bank of America 229007012160 - G\$Trade Financial Inc - 9/01/2008 - 12/31/2008
- 23.) Bank of America 229007012173 - G\$Trade Financial Inc - 12/01/2008 - 12/31/2008
- 24.) SunTrust 1000077272259 - Dorothy Delisfort or George L Theodule or Georgette Delisfort - 8/16/2008 - 12/16/2008
- 25.) SunTrust 1000077272309 - Dorothy Delisfort or George L Theodule or Georgette Delisfort - 8/28/2008 - 12/29/2008
- 26.) SunTrust 1000084947463 - Dorothy Delisfort or George L Theodule - 9/19/2008 - 12/29/2008
- 27.) SunTrust 1000077310430 - Dorothy Delisfort or George Theodule - 7/09/2008 - 9/30/2008
- 28.) SunTrust 10000876417707 - Creative Capital Consortium, LLC - 8/14/2008 - 11/28/2008
- 29.) SunTrust 1000087688676 - Creative Capital Consortium, LLC - 8/7/2008 - 12/18/2008
- 30.) Bank of North Georgia 0100098110 - Creative Capital Consortium LLC - 7/25/2008 - 12/31/2008
- 31.) Bank of North Georgia 1000548329 - G\$Trade Financial Inc - 10/31/2008 - 11/30/2008

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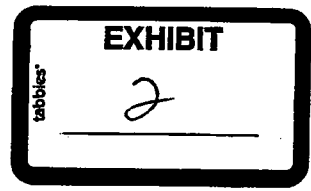
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Bank Balances as of 12/31/08 - Entities under Receivership

Bank	Account No.	Name of Account	Balance as of 12/31/2008
Washington Mutual	49200002383982	A Creative Capital Concepts LLC	\$ -
Washington Mutual	18100008939514	A Creative Capital Concepts LLC	-
THINKORSWIM, INC.	86044435	Creative Capital Concepts	Unknown
			<hr/>
Washington Mutual	44100004700446	Creative Capital Consortium LLC	-
SunTrust	1000076417707	Creative Capital Consortium LLC	40.52
SunTrust	1000087688676	Creative Capital Consortium LLC	3,396.55
Wachovia	200-002747-4141	Creative Capital Consortium LLC	-
Wachovia	200-002747-4170	Creative Capital Consortium LLC	-
Wachovia	200-002747-4154	Creative Capital Consortium LLC	-
Wachovia	200-002747-4183	Creative Capital Consortium LLC	-
Bank of America	2290-1144-6434	Creative Capital Consortium LLC	0.29
Bank of America	0036-7551-6447	Creative Capital Consortium LLC	52.09
Bank of America	2290-0701-1789	Creative Capital Consortium LLC	32.00
Bank of North Georgia	010-009-811-0	Creative Capital Consortium LLC	284.40
			<hr/>
			3,805.85
			Unknown
Washington Mutual	9343130118	Reverse Auto Loan LLC	-
Bank of America	8980-1732-0516	Reverse Auto Loan LLC	-
Bank of America	8980-1732-0503	Reverse Auto Loan LLC	-
Bank of America	2290-1785-5333	Reverse Auto Loan LLC	-
TD Bank	6860508511	Reverse Auto Loan LLC	-
			<hr/>
			-
Bank of America	2290-0506-2484	United Investment Club LLC	6,621.86
Bank of America	0037-6285-0775	United Investment Club LLC	16,603.30
Washington Mutual	4213746550	United Investment Club LLC	1,629.30
Washington Mutual	4213746542	United Investment Club LLC	1,369.39
SunTrust	1000088017099	United Investment Club LLC	-
Wachovia	200-004271-6473	United Investment Club LLC	-
			<hr/>
			26,223.85
			<hr/>
			\$ 30,029.70



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Summary by Category

Category	Deposits / Credits	Checks / Debits
Beginning Balances- Note 1	\$ 357,439.84	\$ -
Investment Clubs	29,419,731.38	18,409,721.32
Individual Investors- Note 2	2,003,432.45	723,375.43
Crowne Gold Inc.	23,150,001.13	-
Other Deposits- Note 3	8,280,903.95	
Other Transfers Out- Note 3	-	23,736,016.90
Brokerage Accounts- Note 4		18,129,542.54
George Theodule Transfers- Includes only Cash and Personal Expenses	6,300.00	2,160,235.16
	Note 5 \$ 63,217,808.75	\$ 63,158,891.35

Note 1- Amount represents the opening balance of the earliest bank statement available in the following accounts:
 - Bank of North Georgia account ending 8329- G\$Trade Financial Inc.
 - SunTrust account ending 2259- Dorothy Delisfort or George L Theodule or Georgette Delisfort
 - SunTrust account ending 2309- Dorothy Delisfort or George L Theodule or Georgette Delisfort
 Bank records for detail comprising the opening balances of these accounts were not provided.

Note 2- Amount represents those individuals whose investment was deposited in a A Creative Capital Concept\$ or Creative Capital Consortium account rather than through an investment club.

Note 3- Amount represents transfers to and from:
 - Insiders other than George Theodule
 - Employees
 - Other entities / individuals that have not yet been determined to be insiders and
 - Unidentified cash and all other transactions requiring further investigation

Note 4- Amount represents transfers to brokerage accounts in the name of George Theodule, Creative Capital Concept, and joint accounts in the name of George Theodule and other parties.

Note 5- For purposes of this analysis, miscellaneous items, bank fees, and business expenses have been removed (a net value of \$35,626.18).



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<p>Creative Capital Consortium, LLC; A Creative Capital Concept\$, LLC; George Theodule; Dorothy Delisfort; Bliss Travel Management, LLC; G\$Trade Financial, Inc; Law Offices of Gabrielle Alexis; & Mondesir & Alexis Title</p> <p>Summary of George Theodule Transfers</p>		
	Deposits / Credits	Checks / Debits
Cash Deposits & Withdrawals	\$ 6,300.00	\$ 1,420,963.93
Transfer from Law Offices of Gabrielle Alexis IOTA Trust Account- Note 1	-	34,955.50
Transfers to All South Federal Credit Union for the Benefit of George Theodule	-	2,000.00
Personal Expenses	-	1,030,295.93
Transfers to Brokerage Accounts held in the name of George Theodule- Note 2	-	18,129,542.54
Grand Total	\$ 6,300.00	\$ 20,617,757.90
<p>Note 1- \$150,000 was transferred from Creative Capital Consortium Wachovia account ending 4141 to Mondesir Alexis Title Services Wachovia account ending 5699 on July 3, 2008. The funds were used to pay fees and expenses of Gabrielle Alexis, including those related to a partnership agreement between Alexis/ George Theodule and transfers to insiders totaling \$115,044.50 which are included in Third Party Transfers. On November 13, 2008, \$34,955.50 was transferred to an unknown SunTrust bank account for the benefit of George Theodule.</p> <p>Note 2- Includes only those transfers in which the brokerage account is in the name of George Theodule or George Theodule and another third party or for which George Theodule was the authorized trader.</p>		



As of August 19, 2009

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George Theodule Personal Expenses Summary

Bank ID #	KCO Control #	Statement Clearing Date	Month Ending	Check Date	Check # / Dep Ref #	Payee / Received From	Deposits / Credits	Checks / Debits
WAC-4141	514	7/7/2008				Louis Vuitton	\$ -	\$ 12,165.00
WAC-4141		6/13/2008				Combined Airline Travel purchased on 6/13/08		74,367.69
WAC-4141	448	6/24/2008	6/30/2008			Macy's		125,231.00
WAMU-3982	569	2/11/2008	2/29/2008		2117	The Breakers		16,250.00
WAC-4141		7/8/2008				Grand Wailea Resort		11,074.43
						Transactions under \$10,000.00		475,322.55
						Check Card Refunds	12,094.94	
George Theodule Personal Expense Payments / Refunds							\$ 12,094.94	\$ 714,410.67

\$702,315.73

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Brokerage Accounts Analyzed

- 1.) OptionsXpress 0548-0553 - Yolette Fabre and George Theodule - 6/01/2008 - 8/29/2008
- 2.) OptionsXpress 0540-3852 - Derek J Woods and George Theodule - 5/01/2008 - 9/31/2008
- 3.) OptionsXpress 0319-5377 - Detra Pasby and George Theodule - 2/1/2007 - 7/31/2008
- 4.) OptionsXpress 0549-6260 - George Theodule and Gabrielle Alexis - 7/1/2008 - 8/29/2008
- 5.) OptionsXpress 0537-8807 - Fritz R Nivose and George Theodule - 4/1/2008 - 7/31/2008
- 6.) OptionsXpress 0484-9246 - George L Theodule - 7/1/2007 - 8/29/2008
- 7.) OptionsXpress 0186-0048 - Elza and George Theodule - 9/1/2006 - 6/30/2008
- 8.) Think or Swim 86044435 - Creative Capital Concept - 6/12/2007 - 12/31/2008
- 9.) Tradestation 17302467 - George Theodule 2/29/2008 - 12/31/2008

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Summary of Brokerage Account Activity

George Theodoule, CCC, Gabrielle Alexis	
Transfers from George	\$ 8,163,985.61
Transfers from Creative Capital Consortium, LLC	450,000.00
Transfers from A Creative Capital Concepts, LLC	2,798,556.93
Transfers from A Creative Capital Concepts, LLC	300,000.00
Transfers from Gabrielle Alexis Trust Account	6,417,000.00
	<u>18,129,542.54</u>

Miscellaneous	\$ 1,809.52
Transfer to Derek J Woods (WAMU 7285)	42,515.00
Transfer to Detra Pasby (WAMU 0485)	263,295.90
	<u>\$ 307,620.42</u>

\$ 307,620.42

Source of Other Receipts	
Miscellaneous - interest	\$ 997.56
Transfer from Options Xpress Account 5AN9-7X1 (George & Eliza Theodoule) to OptionsXpress 9246	21.07
Transfer from 781712231 (Midwest Marketing Associates) to OptionsXpress 9246	15,000.00
Transfer from Bank Atlantic Account 65957332 (Yvette Fabre) to OptionsXpress 0553	275,000.00
Transfer from National Financial Services 66196191 (Fritz Nivose) to OptionsXpress 6807	100,000.00
Transfer from WAMU 3951577285 (Derek J Woods) to OptionsXpress 3852	10,000.00
	<u>401,016.63</u>
Total deposits into brokerage accounts	<u>\$ 18,530,561.17</u>

\$ 18,222,940.75

Summary	
Cash receipts	\$ 18,530,561.17
Cash disbursements	(307,620.42)
Funds lost in investing	(18,212,337.92)
Ending balance based on last statement provided	<u>\$ 10,662.83</u>

	Securities Sold	Securities Bought	Note	Loss on Trades
January-07	\$ 5,289.33	\$ 15,282.50		\$ (9,993.17)
February-07	-	990.00		(990.00)
March-07	18,047.61	25,953.90		(7,906.29)
April-07	-	3,015.00		(3,015.00)
May-07	10,680.00	16,484.80		(5,824.80)
June-07	66,526.54	74,334.05		(7,807.51)
July-07	1,575,808.25	1,557,629.98		18,178.29
August-07	250,137.90	251,958.45		(1,820.55)
September-07	148,607.89	153,344.10		(4,736.21)
October-07	315,319.66	315,214.15		105.51
November-07	770,498.78	1,125,238.90		(354,740.12)
December-07	3,617,696.08	4,906,828.65		(1,289,132.59)
January-08	-	654,498.85		(654,498.85)
February-08	166,320.43	859,408.00		(693,087.57)
February-08	-	300,000.00		(300,000.00)
March-08	5,779,436.78	7,082,816.55		(1,303,379.77)
April-08	13,614,976.34	14,488,312.10		(873,333.76)
May-08	8,665,631.96	8,002,250.10		663,381.86
June-08	901,814.63	2,109,474.15		(1,207,659.52)
July-08	384,376.62	10,110,143.20		(9,725,766.58)
August-08	6,715.00	9,847.45		(3,132.45)
September-08	984,442.48	3,264,677.00		(2,300,234.52)
October-08	4,065,805.44	4,181,953.44		(116,147.96)
November-08	368.49	1,364.85		(996.36)
December-08	-	30,000.00		(30,000.00)
	<u>\$ 41,328,482.19</u>	<u>\$ 59,540,920.11</u>		<u>\$ (18,212,337.92)</u>

Note: \$300,000 was transferred from A Creative Capital Concepts, LLC's account WAMU-3982 on February 27, 2008 to an unidentified Tradestation account. No other information has been provided. It is assumed that the funds were lost in trading.

