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BOB INZER, CLERK OF COURTS

IN RE ASSIGNMENT OF CERTAIN  
LOTTERY PAYMENTS OF  
CARL DORELIEN

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MARIE J. JEAN,  
Plaintiff,

v.

CARL DORELIEN,  
Defendant

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IN THE CIRCUIT COURT OF THE  
SECOND JUDICIAL CIRCUIT IN AND  
FOR LEON COUNTY, FLORIDA.

GENERAL JURISDICTION DIVISION

CASE NO. 04-CA-000559



BOB INZER  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

04 SEP 10 AM 11:03

FILED  
CIRCUIT CIVIL DIV.

CASE NO. 04-CA-001524

Correct Case Number: 04CA1525

Verified on 9-8-04

Deputy Clerk Initials: D-S



**ORDER**

THIS CAUSE having come before this Court upon the Petition for Approval of Assignment of Lottery prize, filed by Petitioners Lump Sum Capital, LLC (the "Assignee") and Carl Dorelien (the "Assignor") (collectively the "Petitioners"); and the Petition to Intervene, Opposition to Petition for Approval of Assignment of Lottery Prize, or, Alternatively, Motion for Enforcement of the Assignment Agreement, Declaratory Judgment or Other Equitable Relief (the "Petition to Intervene"); and Plaintiffs' Supplemental Motion to Intervene, Emergency Motion to Prevent Fraudulent Transfer, or, Alternatively, Motion to Stay (the "Emergency Motion to Prevent Fraudulent Transfer"), filed by Marie Jeanne Jean, in her individual capacity and as parent and guardian of minors Vladimyr Pierre and Michelda Pierre, and Lexiuste Cajuste (herein referred to collectively as the "Intervenors");

and the Florida Department of the Lottery having received notice in accordance with Section 24.115, Florida Statutes.

HAVING REVIEWED THE PETITION FOR APPROVAL OF ASSIGNMENT OF LOTTERY PRIZE, THE AFFIDAVIT OF CARL DORELIEN, THE PETITION TO INTERVENE, THE EMERGENCY MOTION TO PREVENT FRAUDULENT TRANSFER, AND THE RECORD, having heard the submissions of counsel for the Petitioners, the Intervenors, and the Florida Department of the Lottery, and being otherwise fully advised in the premises, the Court finds that:

1. Petitioners have entered into a written Lottery Prize Assignment Agreement, dated November 25, 2003 (the "Assignment Agreement"), pursuant to which Assignor has agreed to assign his Florida lottery prize (the "Lottery Prize"), consisting of thirteen (13) ANNUAL PAYMENTS OF \$159,000 (The "Lottery Payments"), to Assignee in consideration for a lump sum payment of \$1,300,000.00. The Assignment Agreement is executed by Assignor and is, by its terms, subject to the laws of the state of Florida.
2. Assignor has joined in all respects in the Petition for Approval of Assignment of Lottery Payments, and is thus subject to the jurisdiction of this Court in the Lottery Assignment Case Number 04-000559.
3. The purchase price being paid by Assignee in consideration for the assignment of the Lottery Payments represents a present value of the payments discounted at an annual rate that does not exceed Florida's usury limit for loans.

4. Assignor has provided a sworn affidavit in support of the petition for Approval of the Lottery Payments attesting that he:
- (1) is of sound mind, is in full command of his faculties, and is not acting under duress;
  - (2) has been advised regarding the assignment by his own independent legal counsel, who is unrelated to and is not being compensated by the Assignee, the Assignee's assignees, or any affiliate of Assignee or his assignees, and has received independent financial or tax advice concerning the effects of the assignment from a lawyer or other professional who is unrelated to and is not being compensated by the Assignee, the Assignee's assignees, or any affiliate of Assignee or its assignees;
  - (3) understands that he will not receive the Lottery Payments or portions thereof for the years assigned;
  - (4) understands and agrees that with regard to the Lottery Payments, the State of Florida and its officials and employees will have no further liability or responsibility to pay the Lottery Payments to him;
  - (5) was provided with a one page written disclosure statement setting forth, in bold type of not less than 14 points, the payments being assigned, the amounts and payment dates, the

purchase price, the rate of discount to present value, and any costs or fees that would be charged to him with regard to this matter;

(6) was advised in writing, at the time he signed the Assignment Agreement, that he had the right to cancel the contract, without any further obligation, within three business days following the date on which the Assignment Agreement was signed; and

(7) the Florida Lottery was provided with notice of the Petition contemporaneously with the filing of the petition and with copies of any hearing notices at least ten days before any scheduled hearings thereon.

5. The statutory prerequisites for approval of the assignment in accordance with Section 24.1153, Florida statutes have been fully met and satisfied.

6. Notwithstanding that the statutory prerequisites for approval of the assignment have been satisfied, the Intervenors contend that the Affidavit of Assignor and the Assignment Agreement, submitted in support of the Petition for Approval of Assignment of Lottery Prize contains fraudulent misrepresentations. In particular, the Intervenors contend that Assignor's statement at paragraph 8 of the Affidavit of Assignor that he does not seek the assignment of Lottery Payments for the purpose of evading creditors or judgments and his statement in paragraph 9 of the Affidavit of Assignor that there are no existing judgments are false. Further, the Intervenors contend

that the representation and warranty at paragraph E(1) of the Assignment Agreement, that he was resident at 3127 S.E. Card Terrace, Port St. Lucie, Florida, for the twelve months prior to the execution of the Assignment Agreement, and his representation and warranty at paragraph E(7) of the Assignment Agreement, that he has no outstanding or unsatisfied judgments are false.

7. Intervenors contend that Assignor is subject to a civil judgment by a Haitian court (the "Haitian Judgment") for one billion Haitian *gourdes*. The Haitian Judgment was entered on November 16, 2000. Intervenors have sought to enforce the Haitian Judgment in Florida. That domestication action is pending in Case Number 04-CA-001525, and is consolidated with this action.
8. Intervenors contend that Assignor is a defendant in a federal court case (the "federal case") filed by Intervenors, styled *Marie Jeanne Jean, in her individual capacity, and as parent and legal guardian for minors Vladimyr Pierre and Michelda Pierre, and Lexiuste Cajuste v. Carl Dorelien and Lump Sum Capital, LLC*, Case No. 03-21161 CIV-KING, in the United States District Court for the Southern District of Florida. In the federal case, Intervenors are seeking damages for extrajudicial killing, torture, arbitrary detention, cruel, inhuman or degrading treatment of punishment, crimes against humanity, and relief from fraudulent transfers pursuant to Florida law.
9. Intervenors contend that Assignor's assignment of the Lottery Payments to Assignee is part of a scheme by Assignor to hinder, delay, and defraud his

creditors, including Intervenors. The Court makes no finding concerning Assignee's knowledge or lack of knowledge of Assignor's fraudulent intent.

10. Assignor owes Assignee the sum of \$100,000 which is secured by the Lottery Payments subject to the assignment; accordingly, if the assignment is not approved, Assignee will be prejudiced.
11. Pursuant to a Secured Loan Agreement dated July 29, 1999 between Assignor and WebBank Corporation ("WebBank"), Assignor made an assignment of \$20,000 per year, from each of the then remaining annual Lottery Payments, to WebBank and its named assigns to secure a loan made by WebBank (the "Loan"). WebBank has assigned the Loan and its security interest in the Lottery Payments to Met Lottery Trust. By Order Approving Voluntary Collateral Assignment in Case No. 99-6492 in the Second Judicial Circuit Court, the Florida Lottery was directed to pay Met Lottery Trust 1999 1L the sum of \$20,000 from each of the payments due to Mr. Dorelien in May 2000 through 2013 in satisfaction of the Loan. The Loan will be paid off by Argonne Trust 2003-1 following approval of the assignment. Counsel for Assignee represents that the Loan shall be satisfied entirely from the annual Lottery Payments due to Assignor from the Florida Department of the Lottery for years 2005 through 2016.
12. Pursuant to the Assignment Agreement, the Petitioners agree that in the event any charges, encumbrances, judgments, liens or other claims should arise or be disclosed, Assignor shall satisfy those obligations at closing, and

that such claims shall be paid from the proceeds of the assignment.

13. The Assignment Agreement provides that in the event that the Florida Department of the Lottery pays any portion of the Assigned Payments to Assignor prior to the closing of the transaction, such amounts shall be deducted from the lump sum payment of \$1,300,000.00.

In view of these findings of fact, and to: enforce the Assignment Agreement; prevent Petitioner Assignor from perpetrating a fraud on this Court or using this Court to perpetrate a fraud on his creditors; it is hereby **ORDERED AND ADJUDGED** that:

1. The Court reserves ruling on Interveners' Emergency Motion to Prevent Fraudulent Transfer; the said motion is hereby continued *sine die* and may be brought before the Court on at least five (5) days notice of hearing subject to availability of all counsel.
2. The Petition for Approval of Assignment of Lottery Prize pursuant to Section 24.1153, Florida Statutes is **GRANTED**, subject to the following terms:
  - (1) The assignment of the Lottery Payments from Assignor to Assignee, and from Assignee to Argonne Trust 2003-1 is hereby approved.
  - (2) The Order Approving Voluntary Assignment entered in Case No. 99-6492 in the Second Judicial Circuit Court, is hereby superseded, and the Florida Lottery is relieved of its obligation thereunder to pay Met Lottery Trust 1999 1L the sum of \$20,000.00 from each of the payments due to Mr. Dorelien in May 2000 through May 2013.
  - (3) Argonne Trust 2003-1, tax identification number 20-6103000 c/o

Western United Life Assurance Company, P.O. Box 9000, Post Falls, Idaho 83877-9000 shall be paid the \$159,000 from annual Lottery Payments due to Assignor from the Florida Lottery for the years 2005 through 2016 (the "Assigned Payments"), less applicable tax or other withholdings required by law, with the Florida Lottery to make such payments directly to Argonne Trust 2003-1, c/o Western United Life Assurance Company. Any tax or other withholdings attributable to the Assigned Payments shall be for the benefit of and shall be credited to Argonne Trust 2003-1. Any tax or other withholdings attributable to the \$1,300,000 shall be for the benefit of and shall be credited to Assignor.

- (4) Pursuant to Section 24.1153(1)(d)(3), Florida Statutes, any delinquent child-support obligations owed by the Assignor, and any debts owed to any state agency by the Assignor, as of the date of this order, shall be offset by the Florida Lottery first against remaining payments or portions thereof due to Assignor, and then against payments due to the Assignee.
- (5) The Florida Lottery and any other agencies, departments, or offices with relevant authority or responsibility, shall recognize the validity of the Assignment Agreement, and the payee for the Assigned Payments shall be changed to Argonne Trust 2003-1 consistent with this Order.
- (6) The Florida Lottery shall acknowledge in writing within ten (10) days



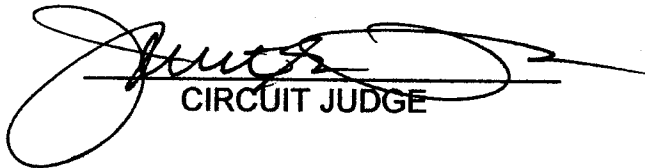
of receipt of a certified copy of this Order that it will pay the Assigned Payments in accordance with this Order.

- (7) The Assignor shall execute any and all documentation necessary to effectuate the terms and provisions of this Order forthwith.
- (8) The payment of the \$159,000 due to Assignor on May 15, 2004, was paid to Assignor by the Florida Department of the Lottery; accordingly, pursuant to the Assignment Agreement, shall be deducted from the lump sum payment of \$1,300,000.
- (9) Argonne Trust 2003-1 shall pay to Assignee \$100,000 in full and final satisfaction of Assignee's indebtedness. The \$100,000. payment shall be withheld from the \$1,300,000.00 lump sum payment to Assignor.
- (10) Assignee and Argonne Trust 2003-1 shall pay the sum of \$1,141,000 into a money market checking account with Northern Trust Bank, 2300 Weston Road, Weston, FL 33326, within (10) days after the Florida Department of Lottery acknowledges, in writing, that it will pay the Assigned Payments in accordance with this order, provided that an extension of the ten (10) day period shall be granted if Argonne Trust 2003-1's standard funding criteria have not been satisfied. Assignee shall be the sole signator to this account. Assignee shall hold the monies in this account in escrow until further Order of this Court.
- (11) The security interest in the Lottery Prize assigned, currently held by Met Lottery Trust, shall be released by Met Lottery Trust, within three

- (3) days after receipt of the funds to payoff the Loan. At the same time, Met Lottery Trust will also terminate any UCC liens held as to the Lottery Prize.
- (12) Other than acting as escrow for these monies, upon payment of the sum of \$1,041,000 into the Northern Trust Account, Assignee shall be excused from any further appearance in this case and Argonne Trust 2003-1's interest in the Assigned Payments shall not be disturbed.
- (13) The Court shall retain jurisdiction over and possession of all of the funds paid into the Northern Trust account pending the outcome of Intervenor's pending actions.
- (14) This Order shall not affect the jurisdiction of the United States District Court for the Southern District of Florida, or other Federal Courts over the claims brought by Intervenor's in those Courts.

DONE AND ORDERED this 10 day of Sept. in Chambers at  
Tallahassee, Florida.

Copies to: Counsel of Record

  
CIRCUIT JUDGE