

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

Case No. 03-20161 CIV-KING

NIGHT BOX
FILED

SEP 28 2004

CLARENCE MADDOX
CLERK U.S. DISTRICT COURT S.D.FL./MIA

MARIE JEANNE JEAN, in her individual
capacity, and as parent and legal
guardian for minors VLADIMY PIERRE
and MICHELDA PIERRE, and
LEXIUSTE CAJUSTE,

Plaintiffs,

v.

CARL DORÉLIEN,
and LUMP SUM CAPITAL, LLC
a Maryland limited liability company,

Defendants.

**PLAINTIFFS' REPLY TO LUMP SUM CAPITAL LLC'S
COMPLIANCE WITH COURT ORDER DATED JULY 26, 2004**

Plaintiff Marie Jeanne Jean, in her individual capacity, and as legal guardian for minors Vladimy Pierre and Michelda Pierre, and Plaintiff Lexiuste Cajuste (collectively, "Plaintiffs"), hereby reply to Defendant Lump Sum Capital LLC's Compliance with Court Order dated July 26, 2004 (herein referred to as "LSC's Response") (D.E. # 94).

In its Response, Lump Sum Capital LLC ("LSC") argues that it is merely an innocent stakeholder, and that it should be dismissed from this case as soon as it complies with the September 10, 2004 Order of the Leon County Circuit Court and pays the proceeds from the assignment of Dorélien's Florida Lottery prize into an escrow account at Northern Trust Bank. (See LSC's Response (D.E. # 94, at ¶¶ 1-3.) For the reasons set forth below, LSC's request for a

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dismissal should be denied, and the Court should retain jurisdiction over Defendant LSC pending the resolution of Plaintiffs' human rights claims against Dorélien.

The parties to this action are also parties to a consolidated case pending before the Leon County Circuit Court ("the Leon County Case"). The Leon County Case is a consolidated case comprising two actions: (1) *In re Assignment of Certain Lottery Payments of Carl Dorelien*, Leon County Circuit Court Case No. 04-CA-000559, which is a petition by LSC and Dorélien for the approval of Dorélien's assignment of his Florida Lottery prize to LSC in exchange for a lump sum payment of approximately \$1.3 million; and (2) *Marie J. Jean v. Carl Dorélien*, Leon County Circuit Court Case No. 04-CA-001525, which is an action for the domestication of a civil judgment (the "Haitian Judgment") entered by a Haitian Court against Carl Dorélien for one billion Haitian *gourdes* (equivalent to more than \$20 million at the time that the Haitian Judgment was entered).¹

Plaintiffs have domesticated the Haitian Judgment through the Leon County Circuit Court. On June 21, 2004, Plaintiff Marie J. Jean filed an application pursuant to the Florida Uniform Out-of-country Foreign Money Judgment Recognition Act, Sections 55.601-55.607, Florida Statutes, for the recognition of the Haitian Judgment. Dorélien did not oppose the application; and, on September 2, 2004, the Leon County Circuit Court issued a certificate of non-objection in the consolidated case. (*See* Certificate attached as Exhibit "A.") Accordingly, the Haitian Judgment is now a valid and enforceable *Florida* judgment against Dorélien. *See* § 55.604(5), Fla. Stat. ("Upon entry of an order recognizing the foreign judgment, or upon recording of the clerk's certificate set forth above, the foreign judgment shall be enforced in the same manner as the judgment of a court in this state.")

¹ The cases were consolidated by order of the Leon County Circuit Court entered on August 4, 2004.

Plaintiffs intervened in the petition for approval of the assignment, and on September 10, 2004, the Leon County Circuit Court entered an order (the "September 10 Order") restraining the payment of the assignment proceeds to Dorélien pending the resolution of their claims against him. On September 21, 2004, after LSC filed its Response, the Leon County Circuit Court entered an order (the "Amended Order") amending certain provisions of the September 10 Order. Significantly, those provisions of the September 10 Order that are pertinent to this motion were not affected by the amendment.

Pursuant to the Amended Order, the proceeds from Dorélien's assignment of his Florida Lottery prize to LSC are to be paid into a money market checking account with Northern Trust Bank pending the outcome of Plaintiffs' claims. Further, LSC "shall be the sole signator to this account" and "shall hold the monies in this account in escrow until further order" of the court. (*See* Amended Order attached as Exhibit "B," at pp. 9-10, ¶¶ 2(11) and (14).) Significantly, because Dorélien may seek to overturn the domestication of the Haitian Judgment and/or the Amended Order, subparagraph 2(15) of the Amended Order expressly recognizes the continuing jurisdiction of this Court and the Eleventh Circuit Court of Appeals to enjoin LSC from paying the funds to Dorélien. Subparagraph 2(15) provides:

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 Intervenors [Plaintiffs] in those Courts.

(*See* Amended Order, at p. 11, ¶ 2(15).)

Subparagraph 2(15) was included in the September 10 Order and the Amended Order *at Plaintiffs' insistence* after Dorélien's counsel expressed their intention to challenge the domestication of the Haitian Judgment and the jurisdiction of the Leon County Circuit Court to enter the September 10 Order. Subparagraph 2(15) preserves Plaintiffs' right to seek injunctive relief from this Court or the Eleventh Circuit in the event that the domestication of the Haitian

Judgment is overturned, or the Leon County Circuit Court is held to lack the jurisdiction to restrain the payment of the funds to Dorélien. Subparagraph 2(15) recognizes that in either event, the federal courts may intervene to prevent LSC from immediately paying the assignment proceeds to Dorélien while Plaintiffs' federal human rights claims are pending or subject to appeal.

Plaintiffs have a pending claim for relief from fraudulent transfers. (*See* Count Five of Second Amended Complaint (D.E. # 37).) Pursuant to that claim, Plaintiffs have moved this Court for an injunction restraining LSC from paying any monies to Dorélien pending the resolution of their human rights claims. Subparagraph 2(15) of the Amended Order recognizes that Plaintiffs may require this relief. Accordingly, Plaintiffs respectfully request that the Court not dismiss their claim for relief from fraudulent transfer as against LSC. Rather, Plaintiffs request that their claim for relief from fraudulent transfers be allowed to proceed against both Dorélien *and* LSC.

Respectfully submitted,



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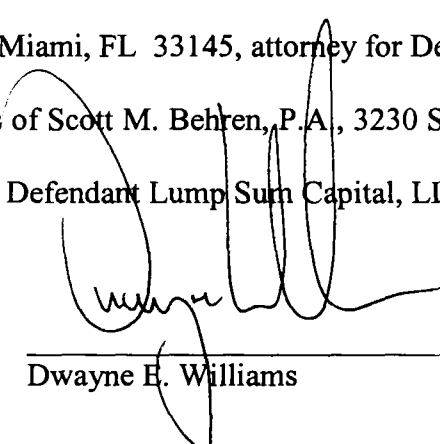
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Plaintiffs' Reply to Defendant Lump Sum Capital LLC's Compliance with Court Order dated July 26, 2004, was served by U.S. mail this 28th day of September, 2004 to: Kurt R. Klaus, Esq., Law Offices of Kurt R. Klaus, Jr., 3191 Coral Way, Suite 402-A, Miami, FL 33145, attorney for Defendant Carl Dorélien; and Scott M. Behren, Esq., Law Offices of Scott M. Behren, P.A., 3230 Stirling Road, Suite 1A, Hollywood, Florida 33021, attorney for Defendant Lump Sum Capital, LLC.



Dwayne E. Williams

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

CASE NO. 2004 CA 559

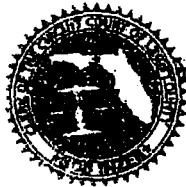
IN RE ASSIGNMENT OF CERTAIN
LOTTERY PAYMENTS OF
CARL DORELIEN

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CIRCUIT CIVIL DIV.
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BOB INZER
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

CLERK'S CERTIFICATE

In accordance with 55.604(4), FS, the Clerk of Court certifies that the judgment debtor has filed no objections in the above-styled case. A copy of the progress docket for the case is attached.

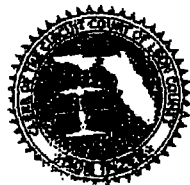
BOB INZER, CLERK
LEON COUNTY CIRCUIT COURT



Daniela Stupford
Deputy Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this document has been furnished by United States Mail this 2nd day of September, 2004, to Marie Jeanne Jean, Dessaline St. #228, Gonaives, Haiti, and Carl Dorelien, The National Penitentiary, Port-Au-Prince, Haiti.



Daniela Stupford
Deputy Clerk



Date: 09/02/2004 14:41:50

Docket Sheet

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CRTR5925

Summary

<u>Case Number</u>	<u>Status</u>	<u>Judge</u>
2004 CA 000559	Open	FERRIS, JANET
<u>In The Matter Of</u>	<u>Action</u>	
ASSIGNEE LUMP SUM CAPITAL LLC et alvs DEPARTMENT OF THE LOTTERY OTHER		
<u>Party</u>	<u>Attorneys</u>	
ASSIGNEE LUMP SUM CAPITAL LLC	PLNTF	BEHREN, SCOTT
DEPARTMENT OF THE LOTTERY	DFNDT	
DORELIEN, CARL	PLNTF	
<u>Opened</u>	<u>Disposed</u>	<u>Case Type</u>
03/02/2004	UNDISPOSED	CIRCUIT CIVIL

Comments:

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
1	03/02/04	COMPLAINT (PETITION FOR APPROVAL OF ASSIGNMENT OF LOTTERY PRIZE) Receipt: 29988 Date: 03/02/2004	97.50	0.00
2	03/02/04	SUMMONS ISSUED N/A	0.00	0.00
3	03/02/04	CIVIL COVER SHEET	0.00	0.00
4	03/02/04	WAIVER	0.00	0.00
5	03/04/04	MOTION TO INTERVENE OPPOSITION TO PETITION FOR APPROVAL OF ASSIGNMENT OF LOTTERY PRIZE OR ALTERNATIVELY, MOTION FOR ENFORCEMENT OF THE ASSIGNMENT AGREEMENT DECLARATORY JUDGMENT OF OTHER EQUITABLE RELIEF	0.00	0.00
6	03/05/04	LETTER TO JUDGE FERRIS FROM SCOTT BEHREN	0.00	0.00
7	03/29/04	MOTION 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	0.00	0.00
8	03/29/04	NOTICE OF HEARING 5-4-04 AT 1:30 P.M. BEFORE JUDGE FERRIS	0.00	0.00
9	05/03/04	PLAINTIFF'S SUPPLEMENTAL MOTION TO INTERVENE ,EMERGENCY MOTION TO PREVENT FRAUDULENT TRANSFER OR,ALTERNATIVELY MOTION TO STAY	0.00	0.00

Date: 09/02/2004 14:41:51

Docket Sheet

Page: 2

CRTR5925

Summary

2004 CA 000559 ASSIGNEE LUMP SUM CAPITAL LLC et alvs DEPARTMENT OF THE LOTTERY

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
10	05/10/04	NOTICE OF HEARING - MAY 14, 2004 AT 8:30 A..M. WITH JUDGE FERRIS		0.00	0.00
11	05/17/04	NOTICE OF APPEARANCE - CHRISTIAN N. SCHOLIN FOR PLAINTIFF CARL DORELIEN		0.00	0.00
12	05/17/04	NOTICE OF APPEARANCE - KURT R KLAUS JR FOR CARL DORELIEN		0.00	0.00
13	05/19/04	ORDER (PETITION TO INTERVENE IS GRANTED)		0.00	0.00
14	05/21/04	NOTICE OF UNAVAILABILITY - JUNE 16, 2004 THRU AND INCLUDING JUNE 25, 2004 AND JULY 16, 2004 THRU AND INCLUDING AUGUST 2, 2004		0.00	0.00
15	06/01/04	NOTICE OF ABSENCE FROM JURISDICTION 6-21-04 THRU 6-28-04		0.00	0.00
16	06/01/04	NOTICE OF ABSENCE FROM JURISDICTION 7-15-04 THRU 8-13-04		0.00	0.00
17	06/14/04	NOTICE OF HEARING - JULY 7, 2004 AT 1:30 P.M. WITH JUDGE FERRIS		0.00	0.00
18	06/28/04	NOTICE OF HEARING - 7/7/04 AT 1:30 P.M. WITH JUDGE FERRIS		0.00	0.00
19	07/08/04	LETTER TO COUNSEL FROM JUDGE FERRIS		0.00	0.00
20	07/28/04	PLAINTIFFS' MOTION FOR CONSOLIDATION		0.00	0.00
21	08/04/04	ORDER GRANTING PLAINTIFFS MOTION FOR CONSOLIDATION (04-1525 consolidated into 04-559)		0.00	0.00
22	08/05/04	NOTICE OF ABSENCE FROM JURISDICTION - CHRISTIAN N. SCHOLIN 8/5/05 - 8/20/04		0.00	0.00
23	08/05/04	COPIES Receipt: 32671 Date: 08/05/2004		1.00	0.00
Totals By: CLERK FEES				1.00	0.00
COST - CJC				97.50	0.00
INFORMATION				0.00	0.00
*** End of Report ***					

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

GENERAL JURISDICTION DIVISION

CASE NO. 04-CA-000559

FILED
CIRCUIT CIVIL DIV.
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BOB HAZER
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

IN RE ASSIGNMENT OF CERTAIN
LOTTERY PAYMENTS OF
CARL DORELIEN

MARIE J. JEAN,

Plaintiff,

CASE NO. 04-CA-001524

v.

CARL DORELIEN,

Defendant

AMENDED 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");



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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.

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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

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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 Intervenor's 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 Intervenor's 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 Intervenor's contend

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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. Intervenor's 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. Intervenor's 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. Intervenor's contend that Assignor is a defendant in a federal court case (the "federal case") filed by Intervenor's, 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 Dorélien 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, Intervenor's are seeking damages for extrajudicial killing, torture, arbitrary detention, cruel, inhuman or degrading treatment or punishment, crimes against humanity, and relief from fraudulent transfers pursuant to Florida law.
9. Intervenor's contend that Assignor's assignment of the Lottery Payments to Assignee is part of a scheme by Assignor to hinder, delay, and defraud his

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- 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 purchase price due to Assignor pursuant to the Assignment Agreement 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

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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

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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

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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) Argonne Trust 2003-1 shall pay Met Lottery Trust an amount equal to \$174,780.67 in full and final satisfaction of Assignee's obligations under the Loan. The \$174,780.67 payment shall be withheld from the \$1,300,000.00 lump sum payment to Assignor.
- (11) Assignee and Argonne Trust 2003-1 shall pay the sum of \$ 866,219.33 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

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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.

- (12) 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.
- (13) Other than acting as escrow for these monies, upon payment of the sum of \$ 866,219.33 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.
- (14) The Court shall retain jurisdiction over and possession of all of the funds paid into the Northern Trust account pending the outcome of Intervenors pending actions.

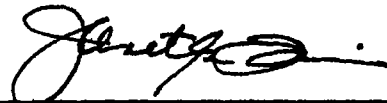
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(15) This Order shall not affect the jurisdiction of the United States District Court for the Southern District of Florida, or other Federal Courts over the claims brought by Intervenors in those Courts.

DONE AND ORDERED this 21 day of Sept. in Chambers at

Tallahassee, Florida.



CIRCUIT JUDGE

Copies to: Counsel of Record