UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

Case No. 03-20161 CIV-KING

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.

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JURY TRIAL DEMANDED

SECOND AMENDED COMPLAINT FOR EXTRAJUDICIAL KILLING; TORTURE; ARBITRARY DETENTION; CRUEL, INHUMAN OR DEGRADING TREATMENT; CRIMES AGAINST HUMANITY; AND RELIEF FROM FRAUDULENT TRANSFERS

Plaintiff Marie Jeanne Jean, in her individual capacity, and as legal guardian for minors Vladimy Pierre and Michelda Pierre, and Lexiuste Cajuste (collectively "Plaintiffs") allege as follows:

PRELIMINARY STATEMENT

1. This is a civil action for compensatory and punitive damages against Carl Dorélien ("Dorélien") for his responsibility for the extrajudicial killing of decedent Michel Pierre, a.k.a. Jamédodo, and for the infliction of torture, arbitrary detention, and cruel, inhuman or degrading treatment on Plaintiff Lexiuste Cajuste; and for relief to prevent and/or undo the fraudulent transfers of Defendant Dorélien's assets.

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2. Plaintiffs allege that Defendant Dorélien planned, ordered, authorized, encouraged, or permitted subordinates in the Haitian Armed Forces and paramilitary forces to commit acts of extrajudicial killing; torture; arbitrary detention; cruel, inhuman or degrading treatment; and crimes against humanity; that he had command responsibility for the abuses committed by his subordinates; and that he conspired with and aided and abetted such forces in their commission of, and in covering up, these abuses. Accordingly, Plaintiffs assert that Defendant is liable under domestic and international law for their injuries, pain, and suffering. Plaintiffs also allege that Defendant Dorélien is fraudulently transferring with actual intent to hinder, delay, or defraud his creditors, including Plaintiffs, or without receiving reasonably equivalent consideration for the transfers; and that Defendant Lump Sum Capital, LLC is party to one such transfer. Accordingly, Plaintiffs are entitled to preliminary and permanent relief, including injunctive relief, attachment and other provisional remedies, and avoidance of the fraudulent transfers.

PARTIES

Plaintiffs

3. Marie Jeanne Jean is a resident and citizen of Haiti.

4. Vladimy Pierre is the minor son of Marie Jeanne Jean and Michel Pierre, and a resident and citizen of Haiti.

5. Michelda Pierre is the minor daughter of Marie Jeanne Jean and Michel Pierre, and a resident and citizen of Haiti.

6. Lexiuste Cajuste is a citizen of Haiti and a resident of the United States.

Defendants

7. On information and belief, Defendant Dorélien is a citizen of the Republic of Haiti. Defendant Dorélien was a resident of the United States at the time he was served with the original complaint in this case. At all times relevant to this complaint, Defendant Dorélien was a Colonel in the Armed Forces of Haiti and a member of its High Command. In or about 1992, Dorélien was appointed as Chief of Personnel, otherwise known as Assistant Chief of Staff (G1). In this position, Defendant Dorélien was responsible for, among other things, the appointment, transfer, and removal of armed forces personnel and for military discipline including the administration of military justice. In addition, as a member of the High Command, Defendant Dorélien exercised command and control over the operations of the Haitian Armed Forces and paramilitary forces involved in the alleged abuses against Plaintiffs.

8. On information and belief, Defendant Lump Sum Capital, LLC ("LSC") is a Maryland limited liability company having its principal place of business in Bethesda, Maryland.

JURISDICTION AND VENUE

9. Plaintiffs allege that Defendant Dorélien is liable for violations of the law of nations, including the prohibition of extrajudicial killing; torture; arbitrary detention; cruel, inhuman or degrading treatment; and crimes against humanity. Plaintiffs also allege that Defendant is liable for extrajudicial killing and torture as defined by the Torture Victim Protection Act ("TVPA"), Pub. L. No. 102-256, 106 Stat. 73 (1992) (codified at 28 U.S.C. § 1350, note). Accordingly, this Court has jurisdiction over this action based on 28 U.S.C. § 1350 (known as the Alien Tort Claims Act, or "ATCA"), and 28 U.S.C. § 1331.

10. Plaintiffs allege fraudulent transfers and request relief pursuant to Florida's Uniform Fraudulent Transfer Act, Florida Statutes Chapter 726. This Court has supplemental jurisdiction over this claim pursuant to 28 U.S.C. § 1367, and ancillary and inherent jurisdiction.

11. This Court has personal jurisdiction over Defendant LSC pursuant to Sections 48.193(1)(a), (b), and (f), and Section 48.193(2), Florida Statutes. In particular, Plaintiffs' claims pursuant to Florida's Uniform Fraudulent Transfer Act arise from: (1) LSC's operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state; (2) LSC's committing a tortious act within this state, and (3) LSC's causing injury to persons within Florida arising from LSC's acts and omissions outside of this state when at or about the time of the injury LSC was engaged in solicitation and/or service activities within this state; at all times material to this action, LSC was engaged in substantial and not isolated activities in Florida. Defendant LSC has established sufficient minimum contacts with the state of Florida so that constitutional due process requirements are not at issue. LSC has voluntarily entered into a contract with Dorélien (the "Assignment Agreement") to effect the fraudulent transfer of property in Florida, contrary to Sections 726.105 and 726.106, Florida Statutes, and either has or is about to file a petition containing false information with the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida for the approval of that transfer. Based on LSC's conduct, it was foreseeable that if the transfer was challenged, LSC could reasonably expect to be sued in a Florida court.

12. On information and belief, Defendant Dorélien was an alien and a resident of the United States at the time he was served with the original complaint in this case. Therefore, venue is proper in the United States District Court for the Southern District of Florida pursuant to 28 U.S.C. § 1391(b) and (d).

GENERAL ALLEGATIONS

13. In December 1990, Jean-Bertrand Aristide, a former Haitian Catholic priest, won 67% of the popular vote in Haiti's first democratic presidential election following years of repressive dictatorship. Aristide took office on February 7, 1991, but was overthrown that September in a violent *coup d'état* led by dissatisfied elements of the army and supported by many of the country's economic elite. From October 1991 to September 1994, an unconstitutional military regime governed Haiti *de facto*.

14. The three-year military regime was characterized by widespread state sponsored human rights violations, including abuses committed by the Haitian Armed Forces. The practices of the Armed Forces included extrajudicial killings, disappearances, torture and other physical abuse of detainees, and arbitrary arrest and detention. Several thousand Haitians were killed during the period of *de facto* military rule. These abuses caused thousands of Haitians to flee the country, often in crowded, unseaworthy boats. Many of these refugees sought safe haven in the United States.

Plaintiffs Marie Jeanne Jean, Vladimy Pierre, and Michelda Pierre

15. Among the atrocities committed by the Haitian Armed Forces during the military regime was an attack against civilians in the impoverished seaside neighborhood of Raboteau on the outskirts of the city of Gonaïves. On April 18, 1994, and again on April 22, 1994, units of the Haitian Armed Forces, together with members of a paramilitary group known as "FRAPH" (an acronym for the Front for Advancement and Progress in Haiti, and also a pun for the French and Creole word "frapper," meaning "to hit"), attacked the civilian population of Raboteau. At least 26 unarmed civilians were shot and killed and more than fifty homes were destroyed. Civilians killed in the attack were buried in shallow graves on the shore of Raboteau.

16. Plaintiffs Marie Jeanne Jean, Vladimy and Michelda Pierre, and decedent Michel Pierre lived in Raboteau at the time of the massacre. On or about April 22, 2002, Michel Pierre became aware that soldiers were invading Raboteau. Michel Pierre fled in a boat to the sea, as fearful residents often had done when the Armed Forces came to harass, beat, or detain Raboteau residents in the past.

17. On this occasion, however, the Armed Forces and paramilitary forces anticipated residents' flight to the sea, and forces waited in boats and on the shore. As Michel Pierre and others in his boat tried to flee from the military, the soldiers and paramilitary troops shot at Michel Pierre and others. Michel Pierre was killed, and soldiers buried his body in a shallow grave by the sea. Marie Jeanne Jean discovered his body several days later.

Plaintiff Lexiuste Cajuste

18. From 1988 to 1990, Plaintiff Lexiuste Cajuste was president of the Union of Public Transportation Workers of Haiti. In 1990, he helped form a new trade union called the Centrale Generale des Travailleurs (General Confederation of Workers, or "CGT"), of which he later became General Secretary. CGT members supported the democratic election of President Aristide in December 1990. After the *coup d'état* in September 1991, popular organizations and trade unions, including CGT, became targets of human rights abuses committed by the Haitian Armed Forces.

19. On April 23, 1993, at approximately 4:00 p.m., Plaintiff Cajuste arrived with three colleagues at Radio Caraïbes, a radio station in Port au Prince, Haiti, for a scheduled radio interview. Military policemen were at the station. A police sergeant held in his hand a copy of a press release discussing an upcoming strike that Plaintiff Cajuste was intending to announce on the radio. The sergeant attempted to detain one of Plaintiff Cajuste's companions, but the man

fled. The armed policemen ordered Plaintiff Cajuste and his remaining companions to follow them to the police station for questioning.

20. At the station, the three men were led into a room and forced to face a wall. Approximately ten military soldiers were present. The soldiers subjected Plaintiff Cajuste to verbal abuse, including threats, related to his pro-Aristide activity and union work. They handed him a gun in an attempt to force him into a shoot-out. Then the soldiers forced Plaintiff Cajuste and his companions to lie on their stomachs on the ground as guns were pointed at their backs.

21. The soldiers explained they were waiting orders before they could physically harm the men. After two hours of verbal abuse, approximately fifty additional attachés, some in civilian clothing, some in uniform, entered the room where Plaintiff Cajuste lay on the ground. He was hit repeatedly with brass knuckles and fists. He was dragged and continuously beaten on his back, abdomen, arms, and face.

22. Plaintiff Cajuste was then separated from his two companions and taken into a smaller room that contained a metal bed and a pile of wooden batons. He was shoved into a fetal-like position (the "djak" position). His legs and head were under the bed frame with his back and buttocks exposed. The attachés, one after another, jumped from the bed on to his back then on to the ground. They then took turns beating him with the wooden batons until he lost consciousness.

23. Plaintiff Cajuste regained consciousness approximately two days later. He awoke to find himself in a small prison cell. He had severe lacerations on his buttocks. He remained in the prison cell for three days with no toilet, no room to move, and only seawater to drink. He was eventually moved to a police infirmary. A United Nations official demanded that he be transferred to a hospital. The military moved him, but they placed him in a military rather than a

civilian hospital. Plaintiff Cajuste remained in custody for one month at the military hospital. Once released, Plaintiff Cajuste's civilian doctors faced difficulty in administering treatment, as the military did not keep record of procedures performed on him while in their custody. He suffered from kidney failure requiring temporary dialysis. He also required several plastic surgeries to remove dead tissue from his buttocks.

Other General Allegations

24. The attack against Raboteau, known as the "Raboteau massacre," was part of the Haitian military regime's repressive campaign against popular resistance to military rule. The campaign aimed to force the Haitian population, particularly the Haitian poor who overwhelmingly supported President Aristide, to abandon the struggle for a return to constitutional order. The Raboteau massacre was one of a number of similar attacks conducted by the armed forces against civilians in neighborhoods considered strongholds of support for President Aristide and his "Lavalas" party, including the neighborhoods of Chantal, Carrefour-Feuilles, Carrefour-Marin, Thomassin, Borgne and Cité Soleil. Soldiers and paramilitary forces shot, killed, tortured, raped, detained, and physically abused civilians in these areas, and often looted and burned or destroyed homes, in an effort to break the resistance of the citizens of poorer neighborhoods to military rule.

25. The targeting of trade unions and their leaders was also a part of the military regime's strategy to prevent popular resistance to military rule. At the time of his detention, Plaintiff Cajuste was well known throughout Haiti for his unionist activities. In the capital, Port au Prince, he was outspoken in local media about his support of the democratically elected President Aristide and his efforts to organize a general strike in protest of the *de facto* military

regime. Plaintiff Cajuste was one amongst several union leaders who were detained and tortured for their organizing activities in an effort to prevent the anticipated general strike.

26. The abuses committed by Armed Forces and paramilitary forces against Haitian civilians were widely reported in the national and international media, and foreign diplomatic officials, human rights organizations, and others voiced their concerns about these abuses to the military regime and the High Command. Defendant Dorélien knew or reasonably should have known that the Haitian Armed Forces and paramilitary forces under his control were committing severe human rights abuses against civilians.

27. At all relevant times, the chain of command within the Haitian Armed Forces was fully functional. Local officers were not permitted to conduct operations without authorization from superior officers, and operational information and intelligence regularly flowed up the chain of the command. Defendant maintained legal authority and effective control over his subordinates in the Haitian military. Under customary international law and Haitian law, Defendant Dorélien had a duty to take measures to prevent forces under his control from committing violations of Haitian law and customary international law, including prohibitions against torture and extrajudicial killing. Additionally, Defendant Dorélien was under a duty to take necessary and reasonable measures to investigate, prevent, and punish violations of customary international law committed by forces under his authority. Defendant Dorélien failed or refused to take all necessary measures to properly investigate and prevent such abuses committed by or attributed to his subordinates, or to punish personnel under his control for committing such abuses.

28. Defendant Dorélien planned, ordered, authorized, encouraged, or permitted subordinates in the Armed Forces and/or paramilitary forces to commit acts of extrajudicial

killing; torture; arbitrary detention; cruel, inhuman or degrading treatment; and crimes against humanity; and exercised command responsibility over, conspired with, and aided and abetted such forces in their commission of, and in covering up, these abuses. These actions and omissions were outside the scope of his lawful authority and were not authorized by international and Haitian law.

29. At all times relevant hereto, on information and belief, the Haitian military, police and paramilitary forces acted under the management, command, control and supervisory authority of the Haitian Armed Forces, including Defendant Dorélien.

30. Defendant Dorélien was convicted in absentia in a trial in Haiti for murder, illegal arrest, conspiracy, and torture for the events at Raboteau and sentenced to prison for life, loss of property, and payment of fines.

Absence of Remedies in Haiti

31. No adequate remedy at law exists in Haiti.

FIRST CLAIM FOR RELIEF

(Extrajudicial Killing – Marie Jeanne Jean, Vladimy Pierre and Michelda Pierre)

32. Plaintiff Marie Jeanne Jean, in her individual capacity, and as the parent and guardian for minors Vladimy Pierre and Michelda Pierre, re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 31 as if fully set forth herein.

33. Defendant's acts and omissions, and the acts committed by his subordinates, caused the extrajudicial killing of Michel Pierre, and caused Plaintiffs Marie Jeanne Jean, Vladimy Pierre and Michelda Pierre to suffer severe mental anguish.

34. The extrajudicial killing of decedent Michel Pierre was not authorized by any court judgment, and was unlawful under the laws of Haiti. The decedent Michel Pierre was never charged with, convicted of, or sentenced for any crime.

35. The extrajudicial killing of decedent Michel Pierre was carried out by or at the instigation, under the control or authority, or with the consent or acquiescence of a public official.

36. Defendant Dorélien planned, ordered, authorized, encouraged, or permitted subordinate forces under his command to commit acts of extrajudicial killing, and exercised command responsibility over, conspired with, and aided and abetted such forces in their commission of, and in covering up, such abuses.

37. Defendant's acts and omissions described herein, and the acts committed by his subordinates in the Armed Forces and/or paramilitary forces against decedent Michel Pierre, were committed under the actual or apparent authority, or color of law, of the government of Haiti.

38. The murder of Michel Pierre constitutes an extrajudicial killing as defined by the Torture Victim Protection Act, Pub. L. No. 102-256, 106 Stat. 73 (1992) (codified at 28 U.S.C. § 1350 note). Additionally, the extrajudicial killing of Michel Pierre constitutes a "tort ... committed in violation of the law of nations or a treaty of the United States" under the Alien Tort Claims Act, 28 U.S.C. § 1350, in that it constitutes a violation of customary international law prohibiting extrajudicial killing as reflected, expressed, defined and codified in multilateral treaties and other international instruments, international and domestic judicial decisions, and other authorities.

39. As a result of the extrajudicial killing of Michel Pierre, Plaintiffs Marie Jeanne Jean, Vladimy Pierre and Michelda Pierre have suffered damages and are entitled to compensation in an amount to be determined at trial.

40. Defendant's acts and omissions were deliberate, willful, intentional, wanton, malicious, and oppressive and should be punished by an award of punitive damages in an amount to be determined at trial.

WHEREFORE, Plaintiffs request the following relief: (a) compensatory damages; (b) punitive and exemplary damages; (c) prejudgment interest; (d) reasonable attorneys' fees and costs of suit; (e) such further and other relief as this Court may deem just.

SECOND CLAM FOR RELIEF

(Torture – Lexiuste Cajuste)

41. Plaintiff Lexiuste Cajuste re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 31 of this Complaint as if fully set forth herein.

42. Defendant's acts and omissions, and the acts committed by his subordinates, caused the torture of Plaintiff Cajuste.

43. The torture described herein was carried out by or at the instigation, under the control or authority, or with the consent or acquiescence of a public official

44. The acts described herein caused Plaintiff Cajuste to suffer severe physical and mental pain and suffering.

45. The acts described herein were inflicted deliberately and intentionally for purposes that include, among others, obtaining information or a confession, punishing the victim, intimidating the victim or a third person, or discriminating against persons for their presumed political beliefs.

46. Defendant Dorélien planned, ordered, authorized, encouraged, or permitted subordinate forces under his command to commit acts of torture, and exercised command responsibility over, conspired with and aided and abetted such forces in their commission of, and in covering up, such abuses.

47. Defendant's acts and omissions described herein, and the acts committed by his subordinates in the Armed Forces and/or paramilitary forces against Plaintiff Cajuste, were committed under the actual or apparent authority, or color of law, of the government of Haiti.

48. The acts described herein constitute torture as defined in the Torture Victim Protection Act, Pub. L. No. 102-256, 106 Stat. 73 (1992) (codified at 28 U.S.C. § 1350 note). Additionally, the torture of Plaintiff Cajuste constitutes a "tort … committed in violation of the law of nations or a treaty of the United States" under the Alien Tort Claims Act, 28 U.S.C. § 1350, in that it constitutes a violation of customary international law prohibiting torture as reflected, expressed, defined and codified in multilateral treaties and other international instruments, international and domestic judicial decisions, and other authorities.

49. As a result of the torture described herein, Plaintiff Cajuste has suffered damages and is entitled to compensation in an amount to be determined at trial.

50. Defendant's acts and omissions were deliberate, willful, intentional, wanton, malicious and oppressive, and should be punished by an award of punitive damages in an amount to be determined at trial.

WHEREFORE, Plaintiffs request the following relief: (a) compensatory damages; (b) punitive and exemplary damages; (c) prejudgment interest; (d) reasonable attorneys' fees and costs of suit; (e) such further and other relief as this Court may deem just.

THIRD CLAIM FOR RELIEF

(Arbitrary Detention – Lexiuste Cajuste)

51. Plaintiff Cajuste re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 31 of this Complaint as if fully set forth herein.

52. Defendant's acts and omissions, and the acts committed by his subordinates, caused the arbitrary detention of Plaintiff Cajuste.

53. The acts inflicted against Plaintiff Cajuste were inflicted by and/or at the instigation, under the control or authority, or with the consent or acquiescence of a public official or other person acting in an official capacity.

54. Defendant and Defendant's subordinates and agents detained Plaintiff Cajuste or caused him to be detained without a warrant, probable cause, articulable suspicion, or notice of charges; and failed to accord him due process or any legal or familial protection and support.

55. The arbitrary detention of Plaintiff Cajuste constitutes a "tort … committed in violation of the law of nations or a treaty of the United States" under the Alien Tort Claims Act, 28 U.S.C. § 1350, in that it constitutes a violation of customary international law prohibiting arbitrary detention as reflected, expressed, defined and codified in multilateral treaties and other international instruments, international and domestic judicial decisions, and other authorities.

56. Defendant Dorélien planned, ordered, authorized, encouraged, or permitted subordinate forces under his command to commit acts of arbitrary detention, and exercised command responsibility over, conspired with, and aided and abetted such forces in their commission of, and in covering up, such abuses.

57. Defendant's acts and omissions described herein, and the acts committed by his subordinates in the Armed Forces and/or paramilitary forces against Plaintiff Cajuste, were committed under the actual or apparent authority, or color of law, of the government of Haiti.

58. As a result of the arbitrary detention described herein, Plaintiff Cajuste has suffered damages and is entitled to compensation in an amount to be determined at trial.

59. Defendant's acts and omissions were deliberate, willful, intentional, wanton, malicious and oppressive, and should be punished by an award of punitive damages in an amount to be determined at trial.

WHEREFORE, Plaintiffs request the following relief: (a) compensatory damages; (b) punitive and exemplary damages; (c) prejudgment interest; (d) reasonable attorneys' fees and costs of suit; (e) such further and other relief as this Court may deem just.

FOURTH CLAIM FOR RELIEF

(Cruel, Inhuman, or Degrading Treatment or Punishment – Lexiuste Cajuste)

60. Plaintiff Lexiuste Cajuste re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 31 of this Complaint as if fully set forth herein.

61. Defendant's acts and omissions, and the acts committed by his subordinates, caused the cruel, inhuman or degrading treatment of Plaintiff Cajuste.

62. The acts inflicted against Plaintiff Cajuste were inflicted by and/or at the instigation, under the control or authority, or with the consent or acquiescence of a public official or other person acting in an official capacity.

63. The acts described herein had the intent and effect of grossly humiliating and debasing Plaintiff Cajuste, by among other things, forcing or attempting to force him to act against his will or conscience, inciting fear and anguish, and breaking physical and moral

resistance, and/or forcing or leading him to leave his home country or family. As an intended result of these acts, Plaintiff Cajuste was placed in great fear for his life and physical safety, and suffered severe physical and psychological abuse and agony.

64. The cruel, inhuman or degrading treatment of Plaintiff Cajuste constitutes a "tort … committed in violation of the law of nations or a treaty of the United States" under the Alien Tort Claims Act, 28 U.S.C. § 1350, in that in that it constitutes a violation of customary international law prohibiting torture as reflected, expressed, defined and codified in multilateral treaties and other international instruments, international and domestic judicial decisions, and other authorities.

65. Defendant Dorélien planned, ordered, authorized, encouraged, or permitted subordinate forces under his command to commit acts of cruel, inhuman or degrading treatment, and exercised command responsibility over, conspired with and aided and abetted such forces in their commission of, and in covering up, such abuses.

66. Defendant's acts and omissions described herein, and the acts committed by his subordinates in the Armed Forces and/or paramilitary forces against Plaintiff Cajuste, were committed under the actual or apparent authority, or color of law, of the government of Haiti.

67. As a result of the cruel, inhuman or degrading treatment described herein, Plaintiff Cajuste has suffered damages and is entitled to compensation in an amount to be determined at trial.

68. Defendant's acts and omissions were deliberate, willful, intentional, wanton, malicious and oppressive, and should be punished by an award of punitive damages in an amount to be determined at trial.

WHEREFORE, Plaintiffs request the following relief: (a) compensatory damages; (b) punitive and exemplary damages; (c) prejudgment interest; (d) reasonable attorneys' fees and costs of suit; (e) such further and other relief as this Court may deem just.

FIFTH CLAIM FOR RELIEF

(Crimes Against Humanity)

69. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 31 of this Complaint as if fully set forth herein.

70. The abuses committed against Plaintiff Cajuste and decedent Michel Pierre described herein also constituted persecution against an identifiable group based on political or cultural status, and were committed in the context of a widespread or systematic attack against a civilian population. Defendant Dorélien planned, ordered, authorized, encouraged, or permitted subordinate forces under his command to commit such abuses, and exercised command responsibility over, conspired with, and aided and abetted such forces in their commission of, and in covering up, such abuses, and knew or should have known that such acts or omissions were committed in the context of a widespread or systematic attack against a civilian population.

71. The abuses described herein against Plaintiff Cajuste and decedent Michel Pierre constitute "tort[s] … committed in violation of the law of nations or a treaty of the United States" under the Alien Tort Claims Act, 28 U.S.C. § 1350, in that they constitute violations of customary international law prohibiting crimes against humanity as reflected, expressed, and defined in multilateral treaties and other international instruments, international and domestic judicial decisions, and other authorities.

72. The extrajudicial killing of Michel Pierre and the torture, arbitrary detention, and cruel, inhuman or degrading treatment of Plaintiff Cajuste, all in the course of a widespread or

systematic attack against the civilian population of Haiti, caused all Plaintiffs to suffer severe physical and mental pain and suffering. As a result of these acts, all Plaintiffs have suffered damages and are entitled to compensation in an amount to be determined at trial. Defendant's acts and omissions were deliberate, willful, intentional, wanton, malicious and oppressive, and should be punished by an award of punitive damages in an amount to be determined at trial.

WHEREFORE, Plaintiffs request the following relief: (a) compensatory damages; (b) punitive and exemplary damages; (c) prejudgment interest; (d) reasonable attorneys' fees and costs of suit; (e) such further and other relief as this Court may deem just.

SIXTH CLAIM FOR RELIEF

(Fraudulent Transfer)

73. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 31 of this Complaint as if fully set forth herein.

74. This is an action for equitable and other relief pursuant to the Uniform Fraudulent Transfer Act, Fla. Stat § 726.101, *et. seq.*

75. Some time after September 1994, Defendant Dorélien fled Haiti under the threat of force of the United States military, which had mobilized to depose the unconstitutional military regime of which he was a member. Defendant Dorélien made his way to and took up residence in Port St. Lucie, Florida.

76. On or about June 28, 1997, while resident in Florida, Defendant Dorélien won the Florida Lottery. As a lottery winner, Dorélien became entitled to annual installment payments from the Florida Lottery of $159,000 on May 15 of each year, for 20 years, for a total of approximately $3.2 million. At the time that Dorélien won, the lottery prize was available only in installments, not as a lump sum.

77. On November 16, 2000, while resident in Florida, a Haitian court convicted Dorélien *in absentia* and sentenced him to life in prison for his responsibility as a commander of the Haitian military forces that committed the Raboteau massacre. In addition, the Haitian court issued a restitution order (the "Haitian Judgment") finding Dorélien and other perpetrators of the massacre jointly and severally liable to the victims of the massacre for the sum of 1 billion Haitian *gourdes* (approximately $US 24 million).

78. On June 21, 2002, United States immigration authorities arrested Defendant Dorélien as he attempted to escape from his house in Port St. Lucie, Florida.

79. On or about January 27, 2003, Dorélien was deported to Haiti, where he was imprisoned.

79. Defendant Dorélien has directed and is directing other persons to fraudulently transfer his assets to his son, Karl Steven Dorélien ("Karl Dorélien"), and other "insiders" within the meaning of Section 726.102(7)(a), Florida Statutes, so that he may place those assets beyond the reach of his creditors and of this Court, or so that they may be dissipated.

80. In particular, and as set forth below, Dorélien and Karl Dorélien are attempting to put the remaining lottery payments beyond the reach of Dorélien's creditors by means of a fraudulent scheme, whereby Defendant Dorélien's right to receive the remaining payments will be converted into a lump sum payment payable to or received by Karl Dorélien.

81. On or about November 25, 2003, Karl Dorélien, acting on behalf of Defendant Dorélien pursuant to a power of attorney and Defendant Dorélien's instructions, entered into a Lottery Prize Assignment Agreement (the "Assignment Agreement") with Lump Sum Capital LLC ("LSC"). Pursuant to the Assignment Agreement, LSC has agreed to pay Carl Dorélien

$1.3 million (the "Lump Sum Payment") for an assignment of the remaining thirteen lottery payments. A copy of the Assignment Agreement is attached as Exhibit "A" to this Complaint.

82. In paragraph E of the Assignment Agreement, Defendant Dorélien represents and warrants that: (1) his address for the twelve (12) months prior to the execution of the agreement was in Port St. Lucie, Florida; and (2) he is not subject to any outstanding judgment, levy, claim, or offset.

83. Defendant Dorélien's representations and warranties in paragraph E of the Assignment are false, and were false at the time they were made, because, among other things: (1) Defendant Dorélien was deported to Haiti on January 27, 2003 (some ten months before the Assignment Agreement was executed); and (2) at the time the Assignment Agreement was executed, Defendant Dorélien was subject to the Haitian judgment for 1 billion Haitian *gourdes* and had already been served with the complaint in this case.

84. On or about December 23, 2003, in purported compliance with Section 24.1153, Florida Statutes and in furtherance of Defendant Dorélien's scheme, LSC and Dorélien submitted a draft "Petition for Approval of Assignment of Lottery Prize" to the State of Florida, Department of the Lottery ("Department of the Lottery") for preliminary approval, prior to filing the petition with the Circuit Court of the Second Judicial Circuit in and for Leon County Florida (the "Leon County Circuit Court"). The draft "Petition for Approval of Assignment of Lottery Prize" included a copy of the Assignment Agreement and repeated Defendant Dorélien's fraudulent misrepresentations and warranties. On February 24, 2004, in reliance upon Defendant Dorélien's misrepresentations, the Department of the Lottery waived the requirement of a hearing of LSC's and Dorélien's Petition.

85. On March 4, 2004, LSC and Dorélien filed their Petition for Approval of Assignment of Lottery Prize (the "Petition") with the Leon County Circuit Court. The Petition includes the Assignment Agreement, and the "Affidavit of Carl Dorélien" (the "Affidavit") sworn by Karl Dorélien on November 25, 2003. The Petition repeats the misrepresentations made by Carl Dorélien in the Assignment Agreement. A copy of the Petition is attached as Exhibit "B" to this Complaint.

86. Defendant Dorélien is insolvent, and has been insolvent at all times material to this action. In particular, Defendant Dorélien was insolvent at the time that the Assignment Agreement was entered into because his liability under the Haitian Judgment and his liability to Plaintiffs exceeded all of his assets at fair valuation.

87. The assignment pursuant to the Assignment Agreement is a fraudulent transfer as to Plaintiffs, within Section 726.105, Florida Statutes, because: (1) Defendant Dorélien entered into the Assignment Agreement with the actual intent to hinder, delay, or defraud his creditors, including Plaintiffs; and/or (2) pursuant to the Assignment Agreement, Defendant Dorélien will not receive reasonably equivalent value in exchange for his assignment of the lottery proceeds.

88. Defendant Dorélien has acted with actual intent to hinder, delay and defraud his creditors by, among other things: (1) entering in the Assignment Agreement with LSC for the purpose of placing the lottery payments beyond the reach of his creditors; (2) making false representations and warranties in paragraph E of the Assignment Agreement, with the intent that those misrepresentations would be relied upon by LSC, the Florida Department of the Lottery, and the Leon County Circuit Court; (3) causing LSC to file a false and misleading draft Petition with the Department of the Lottery; and (4) causing LSC to file a false and misleading Petition with the Leon County Circuit Court.

89. The assignment is a fraudulent transfer as to Plaintiffs, within Section 726.106, Florida Statutes, because pursuant to the Assignment Agreement, Defendant Dorélien will not receive reasonably equivalent value in exchange for the lottery proceeds, and Defendant Dorélien was insolvent at the time the Assignment Agreement was entered into.

90. Upon information and belief, Defendant Dorélien has, at times material to this action, purchased real estate in Florida, including, but not limited to, properties located at: 4720 S.W. 62nd Way, Apartment 103, Ft. Lauderdale; 3127 S.E. Card Terrace, Port St. Lucie; 3124 S.E. Card Terrace, Port St. Lucie; 134 S.W. Port St. Lucie Boulevard, Port St. Lucie; 4720 S.W. 62nd Way, Unit 102-1, Davie; and Lot 3, Block 2667, Section 39 Subdivision, Port St. Lucie.

91. Various insiders are and have been living on Defendant Dorélien's properties without paying any or fair market rent. Further, Defendant Dorélien has entered into various mortgage transactions involving the properties in order to place his equity in the properties beyond the reach of his creditors, or to dissipate that equity. Further, Dorélien has sold certain of the properties in order to convert his equity in those properties to cash for easy transfer. Also, Dorélien has entered into one or more transactions with insiders involving the properties.

92. Plaintiffs lack an adequate remedy at law because, unless the relief sought in this count is granted, Defendant Dorélien's lottery proceeds will be paid to the Defendant LSC, the proceeds from the assignment will be placed in the hands of his son or other persons, and the value of all other assets will continue to be dissipated by a network of insiders.

93. The facts as alleged above, and particularly that Defendant Dorélien has been convicted criminally for some of the same acts he is being sued for civilly, demonstrate that Plaintiffs have a high probability of success on the merits in this action.

94. The lottery proceeds and real estate represent the most significant asset of Defendant Dorélien; however, there may be other assets that can only be found through discovery.

95. The scheme to transfer the lottery proceeds, the frauds perpetrated in furtherance of that scheme, the cashing out of the equity in Defendant Dorélien's real estate, and the dissipation of the value of the real estate and other assets evince fraudulent intent and constitute fraudulent transfers in violation of Sections 726.105 and 726.106, Florida Statutes. Plaintiffs are entitled to relief under Section 726.108, Florida Statutes.

WHEREFORE, Plaintiffs request the following relief:

1. pursuant to Section 726.108(1)(c)(1), Florida Statutes, a preliminary and permanent injunction prohibiting Defendant Lump Sum Capital, LLC from paying any of the $1.3 million lump sum payable to Defendant Dorélien pursuant to the Assignment Agreement, without a prior order of this Court;
2. pursuant to Section 726.108(1)(c)(1), Florida Statutes, a preliminary and permanent injunction prohibiting Defendant Dorélien from selling, leasing, mortgaging, encumbering, transferring, or assigning his interest in any of his assets, including the lottery payments and his real property, without prior order of this Court;
3. pursuant to Section 726.108(1)(c)(2), Florida Statutes, the appointment of a receiver to take charge of Defendant Dorélien's assets, including his entitlement to the remaining lottery payments or the $1.3 million to be paid by Lump Sum Capital, LLC, and Defendant Dorélien's real or personal property;
4. pursuant to Section 726.108(1)(a), Florida Statutes, avoidance of the purported

assignment contained in the Assignment Agreement;

5. pursuant to Section 726.108(1)(b), Florida Statutes, attachment of the $1.3 million payable to Dorélien pursuant to the Assignment Agreement, or other provisional remedies, pursuant to applicable law;

6. pursuant to Section 726.108(1)(c)(3), Florida Statutes, such other and further relief as circumstances may require, or the court deem just and proper; and

7. pursuant to Section 726.108(2), Florida Statutes, execution of judgment against the lottery proceeds or the $1.3 million payable pursuant to the Assignment Agreement.

A jury trial is demanded on all issues that may be tried to a jury.

Dated this 10th day of March, 2004.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Second Amended Complaint was served by U.S. Mail this 10th day of March, 2004 to: Kurt Klaus, Esq., Law Offices of Kurt R. Klaus, Jr., 3191 Coral Way, Suite 402-A, Miami, FL 33145.

Dwayne E. Williams

1724660_v2

LOTTERY PRIZE ASSIGNMENT AGREEMENT

THIS LOTTERY PRIZE ASSIGNMENT AGREEMENT (this "Agreement") is made and dated November 25, 2003 by and between Carl Dorelien (the "Lottery Winner"), whose address is 3127 SE Card Terrace, Port St. Lucie, FL 34984 and Lump Sum Capital, LLC, a Maryland limited liability company having its principal place of business at 7920 Norfolk Avenue, Suite 300, Bethesda, MD 20814 (hereinafter referred to as "Purchaser").

RECITALS:

On or about June 28, 1997, Lottery Winner was a winner of the Florida State Lottery Drawing entitling Lottery Winner to receive a total prize of approximately $3,180,000.00. Lottery Winner's lottery prize is payable to Lottery Winner in annual installments of $159,000.00, less required tax withholding ("Lottery Payments") beginning with a payment on or about July 1, 1997, and continuing on May 15th of each year thereafter through and including a final payment on or about May 15, 2016.

Lottery Winner has agreed to assign to Purchaser Lottery Winner's right to receive the Lottery Payments in exchange for the Lump Sum Payment described below.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree:

A. **Recitals.** The "Recitals" set forth above are hereby incorporated in this Agreement and made a part hereof.

B. **Assignment.** Subject to the terms and conditions herein provided, Purchaser agrees to pay to Lottery Winner the sum of $1,300,000.00 (the "Lump Sum Payment"), and Lottery Winner agrees to assign to Purchaser, or its assignee, Lottery Winner's right to receive Thirteen (13) of the Lottery Payments in the amount of $159,000.00 due and payable to Lottery Winner beginning with the payment on or about May 15, 2004 through to and including a final payment on or about May 15, 2016 (the "Assigned Payments"). In the event that the Florida State Lottery pays any portion of the Assigned Payments prior to the closing of this transaction, such amounts received shall be deducted from the Lump Sum Payment.

C. **Court Approval of Assignment.** The parties recognize that the Lottery Assignment Statute of the State of Florida requires that a judicial order be entered before the Florida State Lottery Commission may make payment of a lottery prize to any person or entity other than the actual prize winner. Upon Lottery Winner's execution of this Agreement, legal counsel for Purchaser and Lottery Winner shall cooperate in commencing a legal action with the appropriate court seeking the court approval required by the Florida State Lottery Law. Lottery Winner agrees to cooperate in taking all actions, to facilitate the consummation of the transaction contemplated under this Agreement, including appearing in the contemplated court action as party thereto. Lottery Winner also agrees to execute any additional documents reasonably required in connection with obtaining the court order approving the assignment of the Assigned Payments as contemplated by this Agreement (the "Court Order"). Both parties recognize that the Florida State Lottery Law requires court approval of this Agreement, and such approval is a condition precedent to the payment obligations of each party under this Agreement. Purchaser agrees to make payment for Purchaser's attorney's fees and costs Purchaser incurs in obtaining the Court Order referenced herein.

EXHIBIT

A

D. Right To Assign: Purchaser may elect to assign its right, title, and interest under this Agreement in the Assigned Payments to a third party Purchaser (an "Assignee") and may effect such assignment by requesting that the aforesaid Court Order name such Assignee as the recipient of the Assigned Payments.

E. Representations and Warranties of Lottery Winner. Lottery Winner represents and warrants as follows: (1) Lottery Winner's Social Security Number is 592-71-7534, and Lottery Winner's address for the twelve (12) months prior to the execution of this Agreement is set forth above; (2) Lottery Winner has full power and authority to enter into this Agreement and assign the Assigned Payments to Purchaser; (3) Lottery Winner has not previously assigned any share of the Assigned Payments, to any person, firm or corporation; (4) Lottery Winner is not subject to any outstanding judgment, levy, claim or offset; (5) Lottery Winner has paid all federal, state and local taxes due through and including the date hereof, or has made adequate provision for such payments; (6) Lottery Winner is not indebted to any present or former spouse for support, maintenance or similar obligation, nor indebted to any child of Lottery Winner, or the guardian of any such child, for any child support or similar payments; (7) Lottery Winner has no outstanding and unsatisfied judgments; (8) Lottery Winner has no outstanding federal, state or local tax liens; (9) Lottery Winner has not relied on any representations or statements made by Purchaser, Purchaser's agents or attorneys in connection with this transaction of the tax consequences hereof and has sought and received Lottery Winner's own independent tax and legal advice with respect to this transaction from Lottery Winner's own attorneys, and has had the opportunity to seek independent financial advice from Lottery Winner's own accountants and tax advisors; (10) Lottery Winner is competent to enter into this Agreement to assign the Assigned Payments to Purchaser; (11) Lottery Winner is not entering into this Agreement under the influence of drugs or alcohol; (12) Lottery Winner has reviewed and understands the terms and effects of this Agreement; (13) Purchaser has disclosed to Lottery Winner and Lottery Winner understands that Purchaser is a subsidiary of Seneca One Finance, Inc.; (14) Lottery Winner is entering into this Agreement to sell the Assigned Payments to Purchaser, and with respect to the sale of the Assigned Payments to Purchaser, Purchaser has satisfied all its obligations with respect to its Best Price Guarantee; and (15) Lottery Winner has entered into this Agreement under Lottery Winner's own free will without undue influence or duress. Lottery Winner hereby authorizes Purchaser or its agents or assigns to conduct such credit and other searches as may be necessary in order to confirm the foregoing with the understanding that all such reports and searches will be kept strictly confidential, but may be used by Purchaser and/or its assigns as necessary to complete the intent of this Agreement.

F. Intent of the Parties. The parties hereto intend that the sale and transfer herein contemplated constitute a sale of the Assigned Payments, conveying good title thereto free and clear of any liens and encumbrances, from the Lottery Winner to Purchaser and that such property not be part of the Lottery Winner's estate or property in the event of any insolvency by Lottery Winner. In the event that such conveyance is deemed to be, or is made as security for a loan, the parties intend that Lottery Winner shall be deemed to have granted and does hereby grant to Purchaser a valid security interest in all of Lottery Winner's right, title and interest in and to the Assigned Payments and that this Agreement shall constitute a security agreement under applicable law.

G. Indemnification. Lottery Winner hereby agrees to defend, indemnify and hold harmless Purchaser and its officers, directors, shareholders, employers, and its successors and assigns (for purposes of indemnification collectively referred to as the "Purchaser Parties") from any and all claims, demands, damages, losses, actions, liabilities, causes of action or judgments (including attorney's fees) which any one of the Purchaser Parties may be required to pay or which may be asserted against any one of the Purchaser Parties by reason of any claim to the Lottery Payments made by any person, entity, firm or corporation.

H. Default. Any default in the performance of this Agreement shall constitute a default of all documents or instruments executed to carry out the purposes of this Agreement.

I. Constructive Trust. In the event that Lottery Winner defaults on the performance of the assignment contemplated by this Agreement, then Lottery Winner hereby grants and consents to the imposition of a constructive trust upon the Assigned Payments in favor of Purchaser, it being the intent of the parties that Purchaser shall receive the full gross amount of the Assigned Payments.

J. Continuing Cooperation. Lottery Winner agrees to execute and deliver at any time any additional instruments and documents promptly and to do any acts or things as may be necessary or expedient to effectuate the terms and conditions of this Agreement, including retaining an attorney and filing any court documents necessary to obtain a Court Order approving the assignment contemplated by this Agreement. Lottery Winner also agrees to notify Purchaser in writing of any delay in performance or changes to the Assigned Payments, and to furnish to Purchaser all information received by Lottery Winner regarding the Assigned Payments. Without limiting any other provision herein, Lottery Winner shall not accept or entertain any offer from a third party to purchase any portion of Lottery Winner's lottery prize, if, in Purchaser's reasonable discretion, the acceptance or entertainment of such offer would likely interfere with or delay the assignment of the Assigned Payments contemplated by this Agreement.

K. Brokerage. Both parties represent and acknowledge that no broker, finder or other person was involved or instrumental in arranging the transaction set forth in this Agreement, and no other person is entitled to a fee, payment, commission or otherwise.

L. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

M. Assignment. The obligations and rights of Lottery Winner under this Agreement may not be assigned or otherwise transferred. The obligations and rights of Purchaser may be further assigned or otherwise transferred by Purchaser, provided that any transferee is bound by the terms and conditions hereof. Upon notification from Purchaser that Purchaser intends to assign or otherwise transfer its rights under this Agreement to a third party, Lottery Winner agrees to execute any and all documents necessary to consummate Purchaser's transfer of its rights under this Agreement including a contract rescinding or terminating this Agreement, an Agreement assigning the Assigned Payments to such proposed assignee, any documents required by the Florida State Lottery, and any documents required by the Internal Revenue Service or any other federal, state or municipal government agency.

N. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

O. Section Headings. The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

P. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understandings with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Agreement, including, but not limited to, any representations regarding the tax consequences of this transaction.

Q. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected thereby.

R. Amendment and Waiver. Except as otherwise provided in this Section, this Agreement may be amended or modified, and performance of any covenant or agreement herein contained may be waived or modified only by an instrument signed by the parties hereto. The waiver or modification by a party of performance or of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.

S. Satisfaction of Judgments. In the event that any charges, encumbrances, judgments (including, without limitation, any pledges or assignments) liens or other claims should arise or be disclosed, then Lottery Winner shall satisfy these obligations at closing. Lottery Winner agrees that any disbursements required for these satisfactions shall be paid from the proceeds of the assignment contemplated by this Agreement prior to any disbursement to Lottery Winner. In the event Purchaser elects to disburse some or all of the Lump Sum Payment prior to obtaining all reports identifying charges, encumbrances, judgments, liens or other claims, Lottery Winner hereby agrees that Purchaser, or its assignees, may hold back from the disbursement two (2) times the total of such charges, encumbrances, judgments, liens or other claims as reasonably estimated by Purchaser. In such event, Lottery winner will execute any and all documentation reasonably requested by Purchaser to identify the amounts to be withheld and consent to such withholding.

In addition, Lottery Winner authorizes Purchaser, its subsidiaries and/or its assignee to make all filings and to take all other actions that Purchaser and/or its assignee, in its discretion, deems necessary or proper to complete the transactions contemplated hereby and to perfect the sale of the Assigned Payments and the right of first refusal granted herein, including, without limitation, filing a UCC-1 against the Lottery Payments.

T. Venue. Any action to enforce any right by either party under this Agreement shall be commenced in Florida.

U. Attorney's Fee. In the event an action is commenced in any forum to enforce the rights of a party to this Agreement, then the prevailing party in such action shall be entitled to all attorneys' fees and costs incurred.

V. Liquidated Damages. Lottery Winner and Purchaser agree that it would be difficult to determine with exactness the amount of damages to Purchaser should Lottery Winner fail to transfer the Assigned Payments to the Purchaser in accordance with the terms of this Agreement. As such, Lottery Winner and Purchaser agree that if Lottery Winner fails to transfer the Assigned Payments to the Purchaser in accordance with the terms of this Agreement or otherwise breaches this Agreement, Lottery Winner will pay to the Purchaser liquidated damages in the amount of $150,000.00 (the "Liquidated Damages"). Despite the fact that damages to Purchaser are difficult to determine with exactness, the parties agree that the Liquidated Damages are a fair approximation of Purchaser's probable loss.

W. Right of First Refusal. Lottery Winner hereby grants Purchaser the option to purchase, or otherwise obtain, the right of Lottery Winner to receive any of Lottery Winner's Lottery Payments that have not previously been assigned, transferred or conveyed. If Lottery Winner receives an offer to purchase all or any portion of Lottery Winner's remaining Lottery Payments, and Lottery Winner desires to sell or borrow against any portion of the remaining Lottery Payments, Lottery Winner agrees to do the following:

(1) Notify Purchaser in writing that Lottery Winner desires to sell and has received an offer to purchase all or any portion of Lottery Winner's remaining Lottery Payments;

(2) Provide Purchaser with a written copy of the offer on the offeror's letterhead (regardless of the original form of the offer) containing the price and terms of the offer to purchase said Lottery Payments, and the identity of the offeror.

(3) Offer Purchaser the right to elect in writing to purchase all or any portion of the Lottery Payments to which the third party offer is made, within thirty (30) days after the receipt of notice of such third party offer, at the price and terms specified in such third party offer.

(4) In the event that Purchaser elects to match the third party offer, within five (5) days, Lottery Winner agrees to execute a contract and all other documents including court pleadings, necessary to consummate the transaction with Purchaser.

(5) Lottery Winner acknowledges and agrees that this option shall survive the consummation of this Agreement and shall be effective whether or not the transaction contemplated by that Agreement is consummated.

(6) Lottery Winner acknowledges and agrees that this right of first refusal shall be binding upon Lottery Winner, Lottery Winner's heirs, assigns, transferees, successors or estate. Lottery Winner grants to Purchaser a security interest in all of Lottery Winner's right, title and interest in and right to receive all of the remaining lottery payments to the extent of Purchaser's right of first refusal contained herein.

(7) Lottery Winner hereby authorizes Purchaser, its subsidiaries and assignees, to perfect the security interest in the sale of the Assigned Payments and the right of first refusal, including, without limitation, by filing of UCC-1 financing statements.

X. **Notice.** Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, or upon delivery if delivered by a recognized overnight delivery service. All notices shall be mailed to the addresses set forth at the beginning of this Agreement. All notices mailed to Purchaser shall be sent to the attention of the Processing Group.

Y. Rescission Period. Lottery Winner has the right to cancel this Agreement without any cost until midnight three business days after the day on which this Agreement has been signed. Cancellation occurs when Lottery Winner gives notice in writing by regular first class mail, postage prepaid, to the Purchaser at the address listed at the beginning of this Agreement that Lottery Winner desires to cancel this Agreement. Notice is deemed given when deposited in mailbox. Notice must be postmarked within the three-business day rescission period.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LUMP SUM CAPITAL, LLC:

BY: _____(SEAL)
Brian Javadpour, President

LOTTERY WINNER: CARL DORELIEN

BY: Karl-Steven Dorelien (SEAL)
Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien

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

IN RE ASSIGNMENT OF CERTAIN LOTTERY PAYMENTS OF CARL DORELIEN

GENERAL JURISDICTION DIVISION

CASE NO: 04 CA 559

FILED
CIRCUIT CIVIL DIV.
04 MAR -2 AM 10:48
BOB INZER
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

PETITION FOR APPROVAL OF ASSIGNMENT OF LOTTERY PRIZE

The Petitioner/Assignee, Lump Sum Capital, LLC ("Lump Sum" or "Assignee"), hereby files its Petition for approval of a voluntary assignment of lottery payments pursuant to *Fla. Stat.* §24.1153 (1999) and states:

1. This is a Petition for approval of the assignment of a portion of the lottery winnings, pursuant to *Fla. Stat.* §24.1153, of an individual which has been declared a winner of the Florida Lottery.

2. The Assignee, Lump Sum, is a limited liability company with its principal place of business at 7920 Norfolk Avenue, #300, Bethesda, MD 20814.

3. Carl Dorelien ("Dorelien" or "Assignor") is an individual over the age of eighteen and a resident of Port St. Lucie, Florida.

4. The Florida Department of the Lottery is an agency of the State of Florida.

5. Dorelien won the Florida Lottery on or about June 28, 1997, in the aggregate amount of $3,180,000.00, payable in annual installments of $159,000.00 on or about July 1, 1997 - May 15, 2016 (hereafter the "Lottery Prize").

6. By agreement dated November 25, 2003 (the "Assignment Agreement"), a copy of which is attached hereto as Exhibit "A", the Assignor agreed to convey to the Assignee or its assigns, for valuable consideration, all of the Assignor's right, title, and interest in a portion of the Lottery Prize, to wit: Assignor's interest in thirteen of the annual lottery payments due

and payable on or about May 15th of the years 2004-2016 (hereinafter collectively referred to as the "Assigned Payments").

7. Lump Sum has assigned its right, title and interest in the Assignment Agreement to London Life Reinsurance Company, c/o Orchard Capital Management, LLC, 8515 East Orchard Road, 3T2, Greenwood Village, CO 80111 TIN 23-2044256.

8. The Assignor has been represented in this transaction by independent counsel, being Christian Scholin, Esq., and has had the opportunity to, and has availed himself of the ability to obtain independent tax, legal, and financial advice with respect to this transaction.

9. In the Assignment Agreement, and in connection with the proposed transaction, the Assignor has represented and warranted that there are no lawsuits pending or threatened against him, there are no known claims against the lottery proceedings, and that he has paid all Federal, State and local taxes through and including the date of agreement or has made adequate provision for the payment of same.

10. The Assignor recognizes and understands that the purchase price the Assignor is to receive for the assignment and conveyance of the lottery winnings represents a discounted present value of the portion of the lottery prize payments that he has conveyed. The Assignor also recognizes and understands that he shall be responsible for payment of any taxes due on the purchase price.

11. The purchase price being paid by Lump Sum (or its assignees) to Assignor for the payments being assigned represents a present value of the payments being assigned, discounted at an annual rate that does not exceed Florida's usury limit for loans.

12. In consideration for the assignment of the above-described lottery payments and benefits, Lump Sum (or its assignees) shall pay to Assignor the lump sum of One Million

Three Hundred Thousand Dollars ($1,300,000.00), hereafter referred to as the "Lump Sum Payment."

13. The Assignor is not under duress, undue influence, or compulsion in any manner or form with regard to this transaction; the Assignor enters into this transaction and consents to the requested Court approval on an entirely voluntary basis with full knowledge of the facts, details, and consequences thereof.

14. The Assignor has provided a sworn Affidavit attesting, inter alia, to the fact that he 1) is of sound mind, in control of his faculties, is not acting under duress; 2) has been advised regarding the assignment by his own independent counsel who is unrelated to and is not being compensated by Lump Sum or any of Lump Sum's affiliates or assignees; (3) 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 Lump Sum or any of its assignees or affiliates; (4) understands that he will not receive the portion of the lottery prize payments being assigned for the years assigned; (5) consents to and requests a Court order approving of the assignment and directing the State of Florida to comply therewith; (6) has been provided 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 (a copy of said document is attached hereto and incorporated herein as Exhibit "B"); and (7) was advised in writing that he had the right to cancel the Assignment Agreement, without any further obligation, within three business days following the date on which the Assignment Agreement was signed.

15. The Assignor has stated and warranted that the lottery proceeds being assigned do not include, cover, relate to, or comprise assets that are subject to any offset or claim on

account of any defaulted or delinquent child support obligations ordered by a Florida Court, or account of any debt owed to any Florida state agency.

16. The parties to the Assignment Agreement are aware that *Fla. Stat.* §24.1153 permits assignment of lottery winnings subject to entry of an appropriate judicial order approving of same.

17. The parties to the Assignment Agreement are desirous of obtaining such an order as provided by law, and as reflected by this Petition and the Affidavits being filed simultaneous herewith.

18. This Petition is submitted to the Court with Notice to the State of Florida Department of the Lottery, and with notice to the Parties. Said parties shall receive copies of this Petition and its Exhibits by certified mail and/or delivery by service of process procedures.

19. Assignor joins in all respects with regard to this Petition.

WHEREFORE, Lump Sum Capital, LLC respectfully requests the entry of an Order approving of the pending assignment of lottery prize funds and installment payments, approving of the subject agreement and assignment of the lottery prize payments described herein from Dorelien to Lump Sum Capital, LLC and from Lump Sum Capital, LLC to London Life Reinsurance Company, and for any other relief deemed necessary and proper.

DATED: 3/1/04

Scott Behren, Esq.
Counsel for Lump Sum Capital, LLC
Waldman, Hildebrandt, Feluren & Trigoboff, P.A.
2200 North Commerce Parkway, Suite 202
Weston, FL 33326
Tel: (954) 467-8600/Fax: (954) 467-6222

By:_____
Scott Behren, Esq.
Florida Bar No.: 987786

EXHIBIT "A"

LOTTERY PRIZE ASSIGNMENT AGREEMENT

THIS LOTTERY PRIZE ASSIGNMENT AGREEMENT (this "Agreement") is made and dated November 25, 2003 by and between Carl Dorelien (the "Lottery Winner"), whose address is 3127 SE Card Terrace, Port St. Lucie, FL 34984 and Lump Sum Capital, LLC, a Maryland limited liability company having its principal place of business at 7920 Norfolk Avenue, Suite 300, Bethesda, MD 20814 (hereinafter referred to as "Purchaser").

RECITALS:

On or about June 28, 1997, Lottery Winner was a winner of the Florida State Lottery Drawing entitling Lottery Winner to receive a total prize of approximately $3,180,000.00. Lottery Winner's lottery prize is payable to Lottery Winner in annual installments of $159,000.00, less required tax withholding ("Lottery Payments") beginning with a payment on or about July 1, 1997, and continuing on May 15th of each year thereafter through and including a final payment on or about May 15, 2016.

Lottery Winner has agreed to assign to Purchaser Lottery Winner's right to receive the Lottery Payments in exchange for the Lump Sum Payment described below.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree:

A. **Recitals.** The "Recitals" set forth above are hereby incorporated in this Agreement and made a part hereof.

B. **Assignment.** Subject to the terms and conditions herein provided, Purchaser agrees to pay to Lottery Winner the sum of $1,300,000.00 (the "Lump Sum Payment"), and Lottery Winner agrees to assign to Purchaser, or its assignee, Lottery Winner's right to receive Thirteen (13) of the Lottery Payments in the amount of $159,000.00 due and payable to Lottery Winner beginning with the payment on or about May 15, 2004 through to and including a final payment on or about May 15, 2016 (the "Assigned Payments"). In the event that the Florida State Lottery pays any portion of the Assigned Payments prior to the closing of this transaction, such amounts received shall be deducted from the Lump Sum Payment.

C. **Court Approval of Assignment.** The parties recognize that the Lottery Assignment Statute of the State of Florida requires that a judicial order be entered before the Florida State Lottery Commission may make payment of a lottery prize to any person or entity other than the actual prize winner. Upon Lottery Winner's execution of this Agreement, legal counsel for Purchaser and Lottery Winner shall cooperate in commencing a legal action with the appropriate court seeking the court approval required by the Florida State Lottery Law. Lottery Winner agrees to cooperate in taking all actions, to facilitate the consummation of the transaction contemplated under this Agreement, including appearing in the contemplated court action as party thereto. Lottery Winner also agrees to execute any additional documents reasonably required in connection with obtaining the court order approving the assignment of the Assigned Payments as contemplated by this Agreement (the "Court Order"). Both parties recognize that the Florida State Lottery Law requires court approval of this Agreement, and such approval is a condition precedent to the payment obligations of each party under this Agreement. Purchaser agrees to make payment for Purchaser's attorney's fees and costs Purchaser incurs in obtaining the Court Order referenced herein.

D. Right To Assign: Purchaser may elect to assign its right, title, and interest under this Agreement in the Assigned Payments to a third party Purchaser (an "Assignee") and may effect such assignment by requesting that the aforesaid Court Order name such Assignee as the recipient of the Assigned Payments.

E. Representations and Warranties of Lottery Winner. Lottery Winner represents and warrants as follows: (1) Lottery Winner's Social Security Number is 592-71-7534, and Lottery Winner's address for the twelve (12) months prior to the execution of this Agreement is set forth above; (2) Lottery Winner has full power and authority to enter into this Agreement and assign the Assigned Payments to Purchaser; (3) Lottery Winner has not previously assigned any share of the Assigned Payments, to any person, firm or corporation; (4) Lottery Winner is not subject to any outstanding judgment, levy, claim or offset; (5) Lottery Winner has paid all federal, state and local taxes due through and including the date hereof, or has made adequate provision for such payments; (6) Lottery Winner is not indebted to any present or former spouse for support, maintenance or similar obligation, nor indebted to any child of Lottery Winner, or the guardian of any such child, for any child support or similar payments; (7) Lottery Winner has no outstanding and unsatisfied judgments; (8) Lottery Winner has no outstanding federal, state or local tax liens; (9) Lottery Winner has not relied on any representations or statements made by Purchaser, Purchaser's agents or attorneys in connection with this transaction of the tax consequences hereof and has sought and received Lottery Winner's own independent tax and legal advice with respect to this transaction from Lottery Winner's own attorneys, and has had the opportunity to seek independent financial advice from Lottery Winner's own accountants and tax advisors; (10) Lottery Winner is competent to enter into this Agreement to assign the Assigned Payments to Purchaser; (11) Lottery Winner is not entering into this Agreement under the influence of drugs or alcohol; (12) Lottery Winner has reviewed and understands the terms and effects of this Agreement; (13) Purchaser has disclosed to Lottery Winner and Lottery Winner understands that Purchaser is a subsidiary of Seneca One Finance, Inc.; (14) Lottery Winner is entering into this Agreement to sell the Assigned Payments to Purchaser, and with respect to the sale of the Assigned Payments to Purchaser, Purchaser has satisfied all its obligations with respect to its Best Price Guarantee; and (15) Lottery Winner has entered into this Agreement under Lottery Winner's own free will without undue influence or duress. Lottery Winner hereby authorizes Purchaser or its agents or assigns to conduct such credit and other searches as may be necessary in order to confirm the foregoing with the understanding that all such reports and searches will be kept strictly confidential, but may be used by Purchaser and/or its assigns as necessary to complete the intent of this Agreement.

F. Intent of the Parties. The parties hereto intend that the sale and transfer herein contemplated constitute a sale of the Assigned Payments, conveying good title thereto free and clear of any liens and encumbrances, from the Lottery Winner to Purchaser and that such property not be part of the Lottery Winner's estate or property in the event of any insolvency by Lottery Winner. In the event that such conveyance is deemed to be, or is made as security for a loan, the parties intend that Lottery Winner shall be deemed to have granted and does hereby grant to Purchaser a valid security interest in all of Lottery Winner's right, title and interest in and to the Assigned Payments and that this Agreement shall constitute a security agreement under applicable law.

G. Indemnification. Lottery Winner hereby agrees to defend, indemnify and hold harmless Purchaser and its officers, directors, shareholders, employers, and its successors and assigns (for purposes of indemnification collectively referred to as the "Purchaser Parties") from any and all claims, demands, damages, losses, actions, liabilities, causes of action or judgments (including attorney's fees) which any one of the Purchaser Parties may be required to pay or which may be asserted against any one of the Purchaser Parties by reason of any claim to the Lottery Payments made by any person, entity, firm or corporation.

H. Default. Any default in the performance of this Agreement shall constitute a default of all documents or instruments executed to carry out the purposes of this Agreement.

I. Constructive Trust. In the event that Lottery Winner defaults on the performance of the assignment contemplated by this Agreement, then Lottery Winner hereby grants and consents to the imposition of a constructive trust upon the Assigned Payments in favor of Purchaser, it being the intent of the parties that Purchaser shall receive the full gross amount of the Assigned Payments.

J. Continuing Cooperation. Lottery Winner agrees to execute and deliver at any time any additional instruments and documents promptly and to do any acts or things as may be necessary or expedient to effectuate the terms and conditions of this Agreement, including retaining an attorney and filing any court documents necessary to obtain a Court Order approving the assignment contemplated by this Agreement. Lottery Winner also agrees to notify Purchaser in writing of any delay in performance or changes to the Assigned Payments, and to furnish to Purchaser all information received by Lottery Winner regarding the Assigned Payments. Without limiting any other provision herein, Lottery Winner shall not accept or entertain any offer from a third party to purchase any portion of Lottery Winner's lottery prize, if, in Purchaser's reasonable discretion, the acceptance or entertainment of such offer would likely interfere with or delay the assignment of the Assigned Payments contemplated by this Agreement.

K. Brokerage. Both parties represent and acknowledge that no broker, finder or other person was involved or instrumental in arranging the transaction set forth in this Agreement, and no other person is entitled to a fee, payment, commission or otherwise.

L. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

M. Assignment. The obligations and rights of Lottery Winner under this Agreement may not be assigned or otherwise transferred. The obligations and rights of Purchaser may be further assigned or otherwise transferred by Purchaser, provided that any transferee is bound by the terms and conditions hereof. Upon notification from Purchaser that Purchaser intends to assign or otherwise transfer its rights under this Agreement to a third party, Lottery Winner agrees to execute any and all documents necessary to consummate Purchaser's transfer of its rights under this Agreement including a contract rescinding or terminating this Agreement, an Agreement assigning the Assigned Payments to such proposed assignee, any documents required by the Florida State Lottery, and any documents required by the Internal Revenue Service or any other federal, state or municipal government agency.

N. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

O. Section Headings. The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

P. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understandings with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Agreement, including, but not limited to, any representations regarding the tax consequences of this transaction.

Q. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected thereby.

R. Amendment and Waiver. Except as otherwise provided in this Section, this Agreement may be amended or modified, and performance of any covenant or agreement herein contained may be waived or modified only by an instrument signed by the parties hereto. The waiver or modification by a party of performance or of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.

S. Satisfaction of Judgments. In the event that any charges, encumbrances, judgments (including, without limitation, any pledges or assignments) liens or other claims should arise or be disclosed, then Lottery Winner shall satisfy these obligations at closing. Lottery Winner agrees that any disbursements required for these satisfactions shall be paid from the proceeds of the assignment contemplated by this Agreement prior to any disbursement to Lottery Winner. In the event Purchaser elects to disburse some or all of the Lump Sum Payment prior to obtaining all reports identifying charges, encumbrances, judgments, liens or other claims, Lottery Winner hereby agrees that Purchaser, or its assignees, may hold back from the disbursement two (2) times the total of such charges, encumbrances, judgments, liens or other claims as reasonably estimated by Purchaser. In such event, Lottery winner will execute any and all documentation reasonably requested by Purchaser to identify the amounts to be withheld and consent to such withholding.

In addition, Lottery Winner authorizes Purchaser, its subsidiaries and/or its assignee to make all filings and to take all other actions that Purchaser and/or its assignee, in its discretion, deems necessary or proper to complete the transactions contemplated hereby and to perfect the sale of the Assigned Payments and the right of first refusal granted herein, including, without limitation, filing a UCC-1 against the Lottery Payments.

T. Venue. Any action to enforce any right by either party under this Agreement shall be commenced in Florida.

U. Attorney's Fee. In the event an action is commenced in any forum to enforce the rights of a party to this Agreement, then the prevailing party in such action shall be entitled to all attorneys' fees and costs incurred.

V. Liquidated Damages. Lottery Winner and Purchaser agree that it would be difficult to determine with exactness the amount of damages to Purchaser should Lottery Winner fail to transfer the Assigned Payments to the Purchaser in accordance with the terms of this Agreement. As such, Lottery Winner and Purchaser agree that if Lottery Winner fails to transfer the Assigned Payments to the Purchaser in accordance with the terms of this Agreement or otherwise breaches this Agreement, Lottery Winner will pay to the Purchaser liquidated damages in the amount of $150,000.00 (the "Liquidated Damages"). Despite the fact that damages to Purchaser are difficult to determine with exactness, the parties agree that the Liquidated Damages are a fair approximation of Purchaser's probable loss.

W. Right of First Refusal. Lottery Winner hereby grants Purchaser the option to purchase, or otherwise obtain, the right of Lottery Winner to receive any of Lottery Winner's Lottery Payments that have not previously been assigned, transferred or conveyed. If Lottery Winner receives an offer to purchase all or any portion of Lottery Winner's remaining Lottery Payments, and Lottery Winner desires to sell or borrow against any portion of the remaining Lottery Payments, Lottery Winner agrees to do the following:

(1) Notify Purchaser in writing that Lottery Winner desires to sell and has received an offer to purchase all or any portion of Lottery Winner's remaining Lottery Payments;

(2) Provide Purchaser with a written copy of the offer on the offeror's letterhead (regardless of the original form of the offer) containing the price and terms of the offer to purchase said Lottery Payments, and the identity of the offeror.

(3) Offer Purchaser the right to elect in writing to purchase all or any portion of the Lottery Payments to which the third party offer is made, within thirty (30) days after the receipt of notice of such third party offer, at the price and terms specified in such third party offer.

(4) In the event that Purchaser elects to match the third party offer, within five (5) days, Lottery Winner agrees to execute a contract and all other documents including court pleadings, necessary to consummate the transaction with Purchaser.

(5) Lottery Winner acknowledges and agrees that this option shall survive the consummation of this Agreement and shall be effective whether or not the transaction contemplated by that Agreement is consummated.

(6) Lottery Winner acknowledges and agrees that this right of first refusal shall be binding upon Lottery Winner, Lottery Winner's heirs, assigns, transferees, successors or estate. Lottery Winner grants to Purchaser a security interest in all of Lottery Winner's right, title and interest in and right to receive all of the remaining lottery payments to the extent of Purchaser's right of first refusal contained herein.

(7) Lottery Winner hereby authorizes Purchaser, its subsidiaries and assignees, to perfect the security interest in the sale of the Assigned Payments and the right of first refusal, including, without limitation, by filing of UCC-1 financing statements.

X. **Notice.** Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, or upon delivery if delivered by a recognized overnight delivery service. All notices shall be mailed to the addresses set forth at the beginning of this Agreement. All notices mailed to Purchaser shall be sent to the attention of the Processing Group.

Y. Rescission Period. Lottery Winner has the right to cancel this Agreement without any cost until midnight three business days after the day on which this Agreement has been signed. Cancellation occurs when Lottery Winner gives notice in writing by regular first class mail, postage prepaid, to the Purchaser at the address listed at the beginning of this Agreement that Lottery Winner desires to cancel this Agreement. Notice is deemed given when deposited in mailbox. Notice must be postmarked within the three-business day rescission period.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LUMP SUM CAPITAL, LLC:

BY:_____(SEAL)
Brian Javadpour, President

LOTTERY WINNER: CARL DORELIEN

BY: Karl-Steven Dorelien (SEAL)
Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien

EXHIBIT "B"

IN THE CIRCUIT COURT OF THE
2ND JUDICIAL CIRCUIT IN AND FOR
LEON COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

IN RE ASSIGMENT OF CERTAIN
LOTTERY PAYMENTS OF
CARL DORELIEN
_____ /

AFFIDAVIT OF CARL DORELIEN

BEFORE ME, the undersigned authority personally appeared Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien, who after being duly sworn, deposes and states:

1. This affidavit is based upon my personal knowledge. I am over the age of eighteen (18) years of age and I am a resident of Florida.

2. I submit this affidavit in support of the Petition of Lump Sum Capital, LLC ("Lump Sum Capital"), seeking an Order pursuant to Florida Statute Section 24.1153, permitting the assignment of certain lottery prize payments to which I am entitled.

3. I voluntarily entered into a Lottery Prize Assignment Agreement with Lump Sum Capital dated November 25, 2003 (the "Agreement"). Pursuant to the Agreement, I understand that Lump Sum Capital (or its assigns), will pay me the sum of One Million Three Hundred Thousand and 00/100 Dollars ($1,300,000.00), in exchange for which I will assign to Lump Sum Capital the right, title, and interest in One Hundred Fifty-Nine Thousand and 00/100 Dollars ($159,000.00) of my next thirteen (13) annual Lottery Prize Payments due to me from the Florida Lottery for the years 2004-2016.

4. The Agreement sets out the amount, timing and conditions of this assignment and I understand and voluntarily accept same.

5. I understand that the purchase price of $1,300,000.00 represents a discounted present value of the lottery prize payments I am assigning to Lump Sum Capital (or its assigns).

6. I also recognize and understand that I will be responsible for payment of any taxes due on the $1,300,000.00 purchase price.

7. I hereby verify and confirm that I am of sound mind, in full command of my faculties, and I am under no duress, undue influences or compulsion of any nature, manner or form. I enter into this transaction on an entirely voluntary basis and with full knowledge of the consequences thereof.

8. I do not seek this assignment for any purpose of evading creditors, judgments, or obligations for child support for which I am responsible.

9. There are no existing orders, judgments, or debts for the past due child support, (ordered by a Florida Court or otherwise), funds due any Florida state agencies, or any creditor which would obviate or impede the appropriate nature of the pending assignment.

10. I have been advised regarding the assignment by my own independent legal counsel, being Christian Scholin, Esq., and have had the opportunity to, and have availed myself of the ability to obtain independent tax, legal, and financial advice with respect to this transaction. I have been represented in this transaction by independent counsel, and have had the opportunity to, and have availed myself of the ability to obtain independence tax, legal and financial advice with respect to this transaction. My legal advisors and tax advisors are unrelated to and are not being compensated by Lump Sum Capital or any of its affiliates or assignees. At no time have I

received or relied upon any such advice from Lump Sum Capital or its affiliates or assignees relating to financial or tax advice concerning the effects of the assignment.

11. I understand and agree that I will not receive any portion of the lottery prize assigned and that with regard to the prize payments which I am assigning to Lump Sum Capital (or its assignees), the State of Florida will have no further liability to me and shall make the assigned payments to Lump Sum Capital, or its assignees, as set forth in the Agreement.

12. I was advised in writing, at the time I signed the Agreement, that I had the right to cancel the Agreement, without any further obligation, within three business days following the date on which the contract was signed.

13. I was provided with a one-page written disclosure statement setting forth, in bold type of not less than 14 points, the payments being assigned, by amounts and payment dates; the purchase price being paid; the rate of discount to present value, assuming daily compounding and funding on the Agreement date; and the amount, if any, of any origination or closing fees that I will be charged.

14. I have read the Petition for Approval of Assignment of Lottery payments pursuant to Florida Statutes 24.1153 of Lump Sum Capital, and all statements made in that Petition are true and correct. I hereby join in Lump Sum Capital's request that the Court allow this matter to proceed summarily, to approve of the pending assignment, and to issue an Order allowing me to convey the above described lottery prize payments to Lump Sum Capital or its assigns, with the State of Florida to comply with the subject assignment.

FURTHER AFFIANTS SAYETH NAUGHT

Carl Dorelian

BY: Karl-Steven Dorelien

Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien

Before me, the undersigned authority personally appeared Karl-Steven Dorelien who is personally known to me or have produced FL. Dr. License as identification, on behalf of Carl Dorelien via a legally endowed special power of attorney for Carl Dorelien and who executed the foregoing in my presence and who took an oath. Sworn to and subscribed to before me this 25th day of November 2003.

Notary Public, State of Florida

Maria DeRango Lippiello
Commission #DD149673
Expires: Sep 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Maria R. Lippiello

Printed Name of Notary

My Commission expires: 9/12/06

DISCLOSURE STATEMENT

Assignor: Carl Dorelien
3127 SE Card Terrace,
Port St. Lucie, FL 34984

Assignee: Lump Sum Capital, LLC
7920 Norfolk Avenue
Suite 300
Bethesda, MD 20814

Lottery Name: Florida State Lottery

Amounts of the annual payments to be assigned: $159,000.00
Number of Annual Payments being assigned: Thirteen (13)

The dates of the Annual Payments being assigned are:

May 15, 2004	May 15, 2008	May 15, 2012	May 15, 2016
May 15, 2005	May 15, 2009	May 15, 2013	
May 15, 2006	May 15, 2010	May 15, 2014	
May 15, 2007	May 15, 2011	May 15, 2015	

The purchase price paid for the assigned payments is $1,300,000.00.

Discount Rate: 7.589%, compounded daily, based on the contract date of the Lottery Prize Assignment Agreement.

The amount of any Legal, Accounting, Origination, Processing or other closing fees paid by Assignor: None

Notice: The Assignor should consult with and rely upon the advice of his own independent legal and/or financial advisors regarding the potential federal and state tax consequences of this transaction. I have received the above Disclosure Statement and terms provided herein prior to receiving and signing Lottery Prize Assignment Agreement. I know I have 3 business days from the date of the Agreement to cancel the Agreement.

JOSEPH R. RYAN
Notary Public - State of Florida
My Commission Expires Jul 1, 2007
Commission # DD228422

Carl Dorelien

BY: Karl-Steven Dorelien
Karl-Steven Dorelien on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien 11/24/2003

Sworn and subscribed to before me:

Joseph R Ryan

November 25, 2003

Re: Sale of Lottery Winnings to Lump Sum Capital, LLC ("Lump Sum Capital")

To Whom It May Concern:

I won the Florida Lottery on June 28, 1997. My social security number is 592-71-7534. Please be advised that I have entered into a Lottery Prize Assignment Agreement to sell certain of my lottery payments to Lump Sum Capital.

I hereby authorize you to release any and all information pertaining to my lottery winnings to any representative of Lump Sum Capital, or its assigns. Thank you in advance for your prompt and courteous attention to this request.

Sincerely,

Karl-Steven Dorelien

Carl Dorelien, by Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien.

Then personally appeared the above named Karl-Steven Dorelien, as power of attorney for Carl Dorelien, and acknowledged the foregoing instrument to be his free act and deed, before me.

Maria D. Lippiello

Notary Public
My Commission Expires: 9/12/06

Maria DeRango Lippiello
Commission #DD149673
Expires: Sep 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

REPUBLIC OF HAITI)
CITY OF PORT AU PRINCE)
EMBASSY OF THE UNITED) SS:
STATES OF AMERICA)

I, Bridget M. Alway, Vice-Consul, of the United States of America at Port-au-Prince, Haiti, duly commissioned and qualified, do hereby certify the signature and official seal appearing on the attached document dated October 29th, 2003 as Jean A. Lamothe, Notary Public in Port-au-Prince, Haiti.

For the contents of the attached document, I assume no responsibility.

In witness whereof, I have hereunto set my hand and affixed the seal of the Embassy of the United States of America at Port-au-Prince, Haiti on this 29th day of October 2003.

Bridget M. Alway
Vice-Consul
Of the United States of America

(SEAL)

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CARL DORELIEN, identified in the United States of America by the social security number 592-71-7534, and in Haiti by the national identification card number 003-160-994-0, hereby constitutes and appoints Karl-Steven Dorelien, social security number 589-77-1075 (his "**Attorney-in-Fact**"), of Port St. Lucie, Florida, as his true and lawful representative and attorney-in-fact, with full power and authority in his name, place and stead, and on his behalf, and with full power of substitution, to execute any documents and to take any other actions that he may determine to be necessary or appropriate in connection with the sale, for cash or credit, of all or any portion of that certain lottery prize awarded to the undersigned on or about June 28, 1997 by the State of Florida payable in Twenty (20) annual payments in the annual gross amount of approximately $159,000.00 beginning in 1997 and continuing on or about June 15th of each year thereafter through and including June 15, 2016. This power of attorney is coupled with an interest and is irrevocable.

The undersigned waives any and all defenses which may be available to him to contest, negate or disaffirm the actions of the Attorney-in-Fact under this Special Power of Attorney and ratifies and confirms all acts which the Attorney-in-Fact may take as attorney-in-fact hereunder in all respects, as though performed by the undersigned.

The rights, powers and authority granted in this instrument shall be in full force and effect as of October 15, 2003, and shall remain in effect until October 15, 2004 or its earlier revocation in writing.

To induce any third party to act hereunder, the undersigned agrees that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination of this Special Power of Attorney shall be ineffective as to any third party unless and until actual notice or knowledge of such revocation shall have been received by that third party, and the undersigned for himself and for his assigns agrees to indemnify and hold harmless any third party having relied upon the provisions of this instrument.

Dated: October 15, 2003.

WITNESSES:

Print Name: Raymond Ernst André
Address: Rue 4 # 8

CARL DORELIEN

Print Name: Micheline R Paulemon
Address: Rue 4 # 6

NOTARY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 29th day of October 2003, by CARL DORELIEN, who is personally known to me and who did take an oath.

(sign name)

Name: JEAN A LAMOTHE

NOTARY PUBLIC

NOTARY SEAL:

[add Embassy seal]

CERTIFICATE OF MARITAL STATUS

I, Carl Dorelien, hereby certify that I am: (*Please check all that apply)*

1. ✓ Married (If married, please have your spouse's signature notarized below)
2. _____ Divorced (If divorced, please return a copy of your divorce decree).
3. _____ Widowed (If widowed, please return a copy of your spouse's death certificate).
4. _____ Never married

LOTTERY WINNER: CARL DORELIEN

BY: Karl-Steven Dorelien

Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien

IF YOU ARE MARRIED, please have your <u>spouse</u> complete the following information and have <u>your spouse's signature notarized</u>:

I, Marie Carline Dorelien, whose address is 3127 SE Card Terrace, Port St. Lucie, FL 34984, am the spouse of Carl Dorelien who has entered into the attached Lottery Prize Assignment Agreement (the "Agreement") dated November 25, 2003 with Lump Sum Capital, LLC.

My Social Security Number is 589-87-2613 In the past six (6) months, I have resided at the following address: 3127 SE Card Terrace, Port St. Lucie, FL 34984.

I consent to my spouse entering into the Agreement and furthermore to the application to a Court of competent jurisdiction for an appropriate order assigning the lottery prize payments to Lump Sum Capital, LLC or its assigns, in accordance with the terms of the Agreement. I have fully read the Agreement and understand their terms, waive any objection to my spouse's sale of the Assigned Payments as described in the Agreement and consent to such sale

Witness my hand and signature this 25th day of November, 2003.

Marie-Carline Dorelien

Then personally appeared the above named Marie Carline Dorelien and acknowledged the foregoing instrument to be her free act and deed, before me.

Maria D

Notary Public

My Commission Expires: 9/12/06

Maria DeRango Lippiello
Commission #DD149673
Expires: Sep 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.