

agreed to the entry of this Final Judgment and Other Relief as to Julia Lane (“Final Judgment”). Furthermore, Julia Lane has waived findings of fact and conclusions of law. This Court, having accepted the Consent of Julia Lane and having jurisdiction over her and the subject matter of this action, and having considered the record in this case, orders as follows:

I.

DISGORGEMENT

IT IS ORDERED AND ADJUDGED that Defendant Robert Lane and Relief Defendant Julia Lane are jointly and severally liable for disgorgement of \$2,346,882 representing gains received as a result of the conduct alleged in the complaint, together with prejudgment interest on disgorgement of \$119,457, for a total of \$2,466,339.

Based on the sworn representations made in the Statements of Financial Condition of Julia Lane, as updated on December 16, 2008, and other documents and information submitted to the Commission (“Statements of Financial Condition”), the Court is not requiring payment of prejudgment interest by Julia Lane, and after payment of the below listed assets, the Court is waiving the remaining amount of disgorgement by Julia Lane:

1. Robert Lane and Julia Lane shall pay 100% of the proceeds of the account held by Julia Lane at Edward Jones, account number 314-08253-1-0 to the Court-Appointed Receiver that were identified in the Statements of Financial Condition, with an approximate balance of \$206,000 as of November 5, 2008.

2. Robert Lane and Julia Lane shall pay 52% of the net proceeds from the sale of the real property located at 12711 Broleman Road, Orlando, FL 32832 (“Broleman Road Property”), which was identified in the Statements of Financial Condition, to the Court-Appointed Receiver. Within twenty (20) days from the date of this Order, Robert Lane and

Julia Lane and the Commission shall agree on a real estate broker and upon a fee for the real estate broker's services to sell the Broleman Road Property. If the parties cannot come to an agreement on a real estate broker and fee for the real estate broker's services to sell the Broleman Road Property, either party may file an appropriate motion for the Court to determine the real estate broker and the appropriate fee for the real estate broker's services to sell the Broleman Road Property. The parties estimate the Broleman Road Property is worth approximately \$1,300,000 based on the appraised value, although changing market conditions, may cause the realized amount to differ significantly from the appraised amount. In addition, the Broleman Road Property shall only be sold on terms and conditions, including price, agreed upon by Robert Lane and Julia Lane and the Commission. If the parties cannot come to an agreement on terms and conditions, including price, either party may file an appropriate motion for the Court to determine the appropriate terms and conditions, including price, for the sale of the Broleman Road Property. Moreover, before the sale of the Broleman Road Property, Robert and Julia Lane shall provide the Commission with a sworn affidavit that there is no undisclosed relationship with the buyer, payments from the buyer, or agreements to use or leaseback the Broleman Road Property. In addition, Robert Lane and Julia Lane shall be entitled to receive 48% of the net proceeds from the sale of the Broleman Road Property, less any advances they received as described below.

3. Robert Lane and Julia Lane have disclosed the following bank accounts: (1) Bank of America Checking Account, held in the name of Julia Lane, last four account numbers 5715, with an approximate balance of \$30,502 as of December 6, 2007; (2) Bank of America Savings Account, held jointly by Robert and Julia Lane, last four account

numbers 9156, with an approximate balance of \$2,669 as of December 11, 2007; (3) Florida Choice Account, held in the name of Julia Lane, last four account numbers 2906, with an approximate balance of \$50,000 as of December 14, 2007; and (4) United Southern Account, held in the name of Robert Lane, last four account numbers 4868, with an approximate balance of with an approximate balance of \$16,000 as of December 1, 2008; (collectively "Bank Accounts").

From the Bank Accounts, Robert Lane and Julia Lane shall be allowed to pay or receive the following amounts: (a) pay the 2007 real estate taxes relating to the Broleman Road Property; (b) pay \$2,000 for legal expenses to Michael LaFay, Esq.; (c) receive any social security payments that were deposited after the Court imposed the Asset Freeze; (d) receive \$700 for the cost of the appraisal on the Broleman Road Property; (e) receive from the Florida Choice account held in the name of Julia Lane, last four account numbers 2906, with an approximate balance of \$50,000 as of December 14, 2007, an advance of \$31,000, which shall be repaid to the Commission out of their proceeds from the sale of the Broleman Road Property; and (f) pay for reasonable and necessary repairs and maintenance needed to maximize the value of the Broleman Road Property. Payments for taxes, including the principal amount, interest and penalties shall not exceed \$7,000 without written agreement by the parties or further order of the Court. Payments for reasonable and necessary repairs and maintenance needed to maximize the value of the Broleman Road Property shall only be released upon written confirmation of counsel for the Commission and shall not exceed \$10,000 without written agreement by the parties or further order of the Court. The release of social security payments shall only occur after Robert and Julia Lane provide documentation to the Commission that social security funds were deposited in one or more

of the Bank Accounts after the Court entered the Asset Freeze and no social security funds shall be released without written agreement by the parties or further order of the Court.

Within thirty (30) days from the date of this Order, Robert Lane and Julia Lane shall turnover all funds, monies, assets, or anything else of value remaining in the Bank Accounts after the payment of the above-described items in the preceding paragraph (items II ¶3a-f) to the Court-Appointed Receiver.

4. Robert Lane and Julia Lane shall pay 100% of the proceeds from the sale of the Pontoon Boat and two jet-skis that were identified in the Statements of Financial Condition, to the Court-Appointed Receiver. Within ten (10) days from the date of this Order, Robert Lane and Julia Lane shall deed or transfer the Pontoon Boat and two jet-skis to the Court appointed Receiver. Robert Lane and Julia Lane estimate that the Pontoon Boat and two jet-skis are collectively worth approximately \$22,500, although changing market conditions, may cause the realized amount to differ significantly from the estimated amount; and

5. Julia Lane shall waive any claim she may have against Defendants Wealth Pools International, Inc. and Recruit for Wealth, Inc., including, but not limited to, any claim for account receivable, return of capital, wage or bonus. In addition, if Julia Lane turns over the assets listed above, the Commission shall waive any claim it may have against her arising from any promissory note, if any, assigned to the Commission in connection with this action.

IT IS FURTHER ORDERED AND ADJUDGED by making any payment due under this Final Judgment, Julia Lane relinquishes all legal and equitable right, title, and interest in such funds and assets, and no part of the funds or assets shall be returned to her. For the above

referenced assets, accounts, properties or funds, the Asset Freeze shall remain in full force and effect, and assets may only be transferred to carry out the terms of this Order.

However, for any assets not listed above, the Asset Freeze against Julia Lane shall be lifted.

The determination to waive partial payment of disgorgement and all pre-judgment against Julia Lane is contingent upon the accuracy and completeness of the Statements of Financial Condition, and other documents and information submitted to the Commission. If at any time following the entry of this Final Judgment the Commission obtains information indicating that any of the representations of Julia Lane to the Commission concerning any of her assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time she made such representations, the Commission may, at its sole discretion and without prior notice to Julia Lane, petition the Court for an order requiring her to pay the unpaid portion of the disgorgement, pre-judgment and any accrued post-judgment interest. In connection with any such petition, the only issue shall be whether the financial information Julia Lane provided was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time she provided the information. In its petition, the Commission may move this Court to consider all available remedies, including, but not limited to, ordering Julia Lane to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of this Final Judgment. The Commission may also request additional discovery. Julia Lane may not, by way of defense to such petition: (1) challenge the validity of the Consent or this Final Judgment; (2) contest the allegations in the Complaint filed by the Commission; (3) assert that the Court should not order payment of disgorgement, pre-judgment or accrued post-judgment interest; (4) assert that the Court should not order Robert Lane to pay a civil penalty; (5) contest the amount of

disgorgement and pre-judgment and accrued post-judgment interest; or (6) assert any defense to liability or remedy, including, but not limited to, any statute of limitations defense.

II.

INCORPORATION OF THE CONSENT

IT IS FURTHER ORDERED AND ADJUDGED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and Julia Lane shall comply with their respective undertakings and agreements set forth therein.

III.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED AND ADJUDGED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

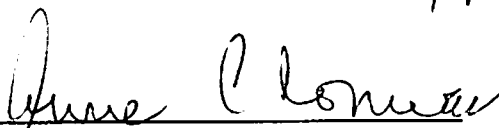
IV.

CERTIFICATION UNDER RULE 54(b)

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

DONE AND ORDERED in Chambers in Orlando, Florida, this 14th day of September

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ANNE C. CONWAY
UNITED STATES DISTRICT JUDGE

Copies to all counsel and parties of record: