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MIDDLE DISTRICT COURT
ORLANDO, FL

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

CASE NO.: 6:07-cv-1920-Orl-22DAB

SECURITIES AND EXCHANGE COMMISSION,)
)
Plaintiff,)
v.)
)
ROBERT E. LANE,)
WEALTH POOLS INTERNATIONAL, INC., and)
RECRUIT FOR WEALTH, INC.,)
)
Defendants,)
)
T-N-T EDUCATION COMPANY, INC.,)
RICHARD LANE,)
MUNDO TRADE, INC.,)
RENEE BECKER,)
JULIA LANE, and)
FIRST FIDUCIARY BUSINESS TRUST,)
)
Relief Defendants.)

**FINAL JUDGMENT AND OTHER RELIEF AS TO RELIEF DEFENDANT
RICHARD LANE**

Relief Defendant Richard Lane ("Relief Defendant"), by the Consent of T-N-T Education Company, Inc. (T-N-T Education") and Richard Lane to Entry of Final Judgment and Other Relief ("Consent"), without admitting or denying any of the allegations in the Complaint filed by the Securities and Exchange Commission ("Commission"), except that he acknowledges service of the complaint on him and admits the allegation as to the jurisdiction of this Court over him and over the subject matter of this action, has agreed to the entry of this Final Judgment and Other Relief As to Relief Defendant Richard Lane ("Final Judgment"). This Court, having accepted such Consent and having jurisdiction over Richard Lane and the subject matter of this action, and being fully advised in the premises, orders as follows:

I.

DISGORGEMENT

IT IS ORDERED AND ADJUDGED that Relief Defendants Richard Lane and T-N-T Education are jointly and severally liable for disgorgement of \$5,499,233, representing ill-gotten gains received as a result of the conduct alleged in the complaint, together with prejudgment interest on disgorgement of \$227,496, for a total of \$5,726,729. This disgorgement amount does not include, among other things, the \$951,325 paid during approximately April 2008 by T-N-T Education to Defendant Robert Lane, and the \$450,000 paid during approximately September 2008 by Richard Lane to Joan Wojdylak.

Based on the sworn representations made in the Statement of Financial Condition of Richard Lane, updated March 23, 2009 and other documents and information submitted to the Commission ("Statements of Financial Condition"), the Court is waiving payment of all but the following disgorgement:

A. Within twenty (20) business days from the date of this Order, Richard Lane shall pay 50% of the funds held in the following accounts that he holds jointly with Rita Lane to the Court-Appointed Receiver that were identified in the Statements of Financial Condition: (1) the joint account held by Wachovia Bank, when this matter was filed, account number 1010134079585, with an approximate balance of \$196,000 in January 2008; and (2) the joint account held by Compass Bank, when this matter was filed, account number 10494297, with an approximate balance of \$6,000 in January 2008;

B. Within twenty (20) days from the date of this Order, Richard Lane shall pay 100% of the proceeds in the real property located at 2225 Spring Grove East, Mobile, AL 36695 ("Spring Grove East Property") that was identified in the Statements of Financial Condition, by deeding the

property to the Court-Appointed Receiver. The parties estimate that the property is worth approximately \$190,000 based on the appraised value, although changing market conditions, may cause the realized amount to differ significantly from the appraised amount. The transfer of the Spring Grove East Property to the Court-Appointed Receiver shall be free and clear of any and all liens, claims, encumbrances and interests of any kind, except relating to taxes or home owners association fees assessed after the imposition of the asset freeze. Payments for taxes, including the principal amount, interest and penalties, or home owners association fees assessed on the property after the imposition of the asset freeze, shall not exceed \$1,200 without written agreement by the parties or further order of the Court. T-N-T shall also execute and deliver to the Court-Appointed Receiver or any title company, any and all documents and instruments necessary to consummate the transfer of the Spring Grove East Property pursuant to the terms of this Order;

C. Within twenty (20) days from the date of this Order, Richard Lane and T-N-T Education shall assign 100% of their interests in a Promissory Note with a face amount of \$951,325.85 between Robert E. Lane and T-N-T Education, dated April 20, 2007, as modified by the added handwritten addendum to the note reflecting the \$450,000 loan to Robert Lane reflected in the handwritten addendum to the note by Richard Lane to Joan D. Wojdylak at the instruction of Robert Lane on or about September 24, 2007 that were identified in the Statements of Financial Condition, to the Court-Appointed Receiver;

D. Within twenty (20) days from the date of this Order, Richard Lane shall pay 100% of his interest in the following bank accounts held in his name and identified in the Statements of Financial Condition to the Court-Appointed Receiver: (1) accounts held by 1st Community Bank when this matter was filed, account number 110010857, with an approximate balance of \$707,000 in January 2008, account number 110011152, with an approximate balance of \$50,000 in January

2008; and (2) the account held by AmSouth/Regions when this matter was filed, account number 0067594468, with an approximate balance of \$23,000 in January 2008;

E. Within twenty (20) days from the date of this Order, Richard Lane shall pay 100% of his interest in any bank account held for the benefit of Relief Defendant Mundo Trade, Inc., including the account held by RBC Bank, account number 5190058416, when this matter was filed (with an approximate balance of \$18,500 in January 2008) and identified in the Statements of Financial Condition, to the Court-Appointed Receiver;

F. After Richard Lane and T-N-T Education pay federal and state taxes to satisfy their tax liabilities relating to their 2007 and 2008 federal and state tax returns; pay reasonable documented unpaid legal and accounting fees relating to this matter; pay Richard Lane \$15,000 for the payment of expenses relating to maintaining the value of assets that are being turned over; and repay Richard Lane for payments of real estate taxes on the Spring Grove East Property or the Boulevard Park Property that were made from funds being held by his counsel, Arthur Madden, Esq. (collectively "Tax Obligations, Fees and Reimbursement of Expenses"), Richard Lane and T-N-T Education shall pay 100% of their interest in the following bank accounts that were held for the benefit of T-N-T Education and identified in the Statements of Financial Condition to the Court-Appointed Receiver: (1) the accounts held by 1st Community Bank, account numbers JCD6M156116 and JCD6M160040, with an approximate joint balance of \$1,012,000 in January 2008; and (2) Regions Bank, account numbers 0074941488 and 0437978877, with an approximate balance of \$312,000 in January 2008 (collectively "Bank Accounts Used to Satisfy Tax Obligations, Fees and Reimbursement of Expenses"). Within forty-five (45) days from the date of this Order, Richard Lane and T-N-T shall turn over all unused funds from the Bank Accounts to Satisfy Tax Obligations, Fees and Reimbursement of Expenses to the Court-Appointed Receiver.

These funds shall remain in the Trust Account of the Court-Appointed Receiver until the Tax Obligations, Fees and Reimbursement of Expenses have been fully paid or satisfied. After the Tax Obligations, Fees and Reimbursement of Expenses have been fully paid or satisfied, any unused funds shall become property of the Court-Appointed Receiver. Payments for taxes, including the principal amount, interest and penalties shall not exceed \$1.2 million without written agreement by the parties or further order of the Court. Payments for documented unpaid legal and accounting fees, including any late fees, relating to this matter that are reasonable and necessary shall not exceed \$35,000 without written agreement by the parties or further order of the Court;

G. Richard Lane and T-N-T Education shall assign 100% of their interest in any tax refund for their federal and/or state tax returns for tax years 2007, 2008 and 2009 to the Court-Appointed Receiver. Richard Lane and T-N-T Education shall take all reasonable and necessary steps to timely file their 2009 and 2008 tax returns and file amended 2007 tax returns. Richard Lane and T-N-T Education shall prepare and file their state and federal tax returns for the years 2007, 2008 and 2009 to fully comply with applicable tax law, and to the extent more than one option exists for the treatment of income, deductions, credits or exemptions Richard Lane and T-N-T Education will prepare and file such returns so as to minimize the tax liability and maximize any refund. Moreover, Richard Lane and T-N-T Education shall provide counsel for the Commission with a copy of the draft returns at least ten (10) business days prior to filing. If the Commission objects, and the parties cannot come to an agreement, the dispute will be submitted to the Court for determination; and

H. Richard Lane shall waive any claims he may have against Defendants Wealth Pools International, Inc. and Recruit for Wealth, Inc., including any claim for account receivables.

Moreover, by making the payments due under this Final Judgment, Richard 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 him.

For the above referenced assets, accounts, properties or funds (above items A-H), 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 the assets, accounts, properties or funds not listed above, the Asset Freeze against Relief Defendant Richard Lane shall be lifted, including, but not limited to, Richard Lane's personal property, the real property located 10730 Elnina Drive, Mobile, AL 36608; funds held in the escrow account of Arthur Madden, Esq., with an approximate balance of \$15,000; and the 2006 Lincoln automobile and 2007 Saturn automobile identified in the Statements of Financial Condition.

The determination to waive part of the disgorgement amount and all pre-judgment interest 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 Richard Lane to the Commission concerning any of his assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time he made such representations, the Commission may, at its sole discretion and without prior notice to Richard Lane, petition the Court for an order requiring him 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 Richard Lane provided was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time he provided the

information. In its petition, the Commission may move this Court to consider all available remedies, including, but not limited to, ordering Richard 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. Richard Lane may not, by way of defense to such petition: (1) challenge the validity of the Consent or 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) contest the amount of disgorgement and pre-judgment and accrued post-judgment interest; or (5) assert any defense to liability or remedy, including, but not limited to, any statute of limitations defense.

II.

INCORPORATION OF CONSENT

IT IS FURTHER ORDERED AND ADJUDGED that Relief Defendant Richard Lane shall comply with the provisions of the Consent, and that the Consent is incorporated by reference into this Final Judgment as if fully set forth herein.

III.

RETENTION OF JURISDICTION

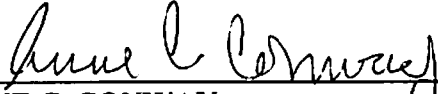
IT IS HEREBY FURTHER ORDERED AND ADJUDGED that this Court shall retain jurisdiction over this matter and Relief Defendant Richard Lane in order to implement and carry out the terms of all Orders and Decrees that may be entered and/or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court, and will order other relief that this Court deems appropriate under the circumstances.

IV.

RULE 54(b) CERTIFICATION

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 8th day of October, 2009.



ANNE C. CONWAY
UNITED STATES DISTRICT JUDGE

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