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U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO, FLORIDA

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

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

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

**FINAL JUDGMENT AND OTHER RELIEF AS TO RELIEF DEFENDANT  
T-N-T EDUCATION COMPANY, INC.**

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

having jurisdiction over T-N-T Education 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 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 Conditions of T-N-T Education, 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) days from the date of this Order, T-N-T Education shall pay 100% of the proceeds in the real property located at 4324 Boulevard Park South, Mobile, AL 36609 ("Boulevard Park Property") that was identified in the Statements of Financial Condition, by deeding the property to the Court-Appointed Receiver. The parties estimate the property is worth approximately \$306,000 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 Boulevard Park 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 assessed on the

property after the imposition of the asset freeze. Payments for taxes, including the principal amount, interest and penalties assessed on the property after the imposition of the asset freeze, shall not exceed \$3,500 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 Boulevard Park Property pursuant to the terms of this Order;

B. Within twenty (20) days from the date of this Order, T-N-T Education shall pay 100% of the proceeds in the real property and furnishings located at 6971 West Coast Road, Sooke, British Columbia, Canada, V9Z 0V1 ("Sooke BC Property") that was identified in the Statements of Financial Condition, by deeding the property and all furnishings to the Court-Appointed Receiver. The parties estimate the property and furnishings are worth approximately \$525,000 (in Canadian dollars) 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 Sooke BC 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 association or similar fees assessed after the imposition of the asset freeze. Payments for taxes, including the principal amount, interest and penalties, or home owners association or similar fees assessed on the property after the imposition of the asset freeze, shall not exceed \$5,000 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 Sooke BC 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, T-N-T Education shall assign 100% of its interest in Visual Arts Network, LLC Subscription Agreement that was identified in the Statements of Financial Condition, to the Court-Appointed Receiver;

E. Within twenty (20) days from the date of this Order, 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, when this matter was filed, account number 110008877, and Regions Bank, when this matter was filed, account number 0053496477, with an approximate joint balance of \$135,000;

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. T-N-T Education shall waive any claims it 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, T-N-T Education 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 it.

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 T-N-T Education shall be lifted, including, but not limited to, T-N-T Education's inventory.

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 T-N-T Education to the Commission concerning any of its assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time it made such representations, the Commission may, at its sole discretion and without prior notice to T-N-T

Education, petition the Court for an order requiring it 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 T-N-T Education provided was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time it provided the information. In its petition, the Commission may move this Court to consider all available remedies, including, but not limited to, ordering T-N-T Education 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. T-N-T Education 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 T-N-T Education 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 Defendants T-N-T Education 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 8<sup>th</sup> day of October, 2009.

  
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ANNE C. CONWAY  
UNITED STATES DISTRICT JUDGE

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