State Court of Fulton County
E-FILED
24EV002511
10/22/2025 11:09 AM
Donald Talley, Clerk
Civil Division

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

SAGICOR LIFE INSURANCE COMPANY, Plaintiff, v. ALLIANCE ACTIVATION, LLC, JOHN CRISTADORO, and JOHN DOE, Defendants.	**CIVIL ACTION FILE NO.: 24EV002511**

CONSENT JUDGMENT

The Parties hereto consent to the following:

INTRODUCTION AND STIPULATED FACTS

Plaintiff initiated the instant lawsuit by filing its Complaint on March 26, 2024, wherein Plaintiff sought damages against Defendants asserting claims for conversion, fraudulent misrepresentation, fraudulent concealment, breach of contract, breach of fiduciary duty, violations of Georgia's Racketeer Influenced and Corrupt Organizations (RICO) Act, ordinary and gross negligence, breach of the implied covenant of good faith and fair dealing, quantum meruit and unjust enrichment, attorneys fees and expenses of litigation, and punitive damages. Defendants filed an Answer denying liability and discovery ensued. Based on information disclosed in discovery, the Parties hereby stipulate the following facts:

Defendant Alliance Activation, LLC ("Alliance") is a marketing and advertising agency owned by Defendant John Cristadoro ("Cristadoro") who also serves as its president. At all relevant times, Cristadoro was responsible for overseeing the day-to-day affairs of Alliance. As the president and owner of Alliance, Cristadoro was also aware of the financial operations and health of Alliance and had access to its financial records.

Cristadoro, with the assistance of Alliance's bookkeeper, implemented policies, procedures, and strategies for managing Alliance's cash flow needs. Since opening Alliance in 2012, the cash flow policies, procedures, and strategies implemented by Cristadoro included a policy of using client funds to pay Alliance's own operating expenses at times when Alliance was experiencing a cash flow shortage.

In 2022, Plaintiff used Alliance to negotiate and enter a sponsorship agreement with Sunburst Entertainment Group, LLC ("Sunburst") to advertise Plaintiff's insurance products at certain professional sporting events (the "Sponsorship Agreement"). Cristadoro was the account manager who assisted Plaintiff in negotiating the Sponsorship Agreement with Sunburst.

In 2023, the Sponsorship Agreement was amended by requiring Plaintiff to pay Two Hundred Fifty Thousand and no/100 Dollars ($250,000) in exchange for the advertisement of its insurance products. Of that amount, Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000) was intended to be paid to Sunburst, and the remaining Twenty-Five Thousand and no/100 Dollars ($25,000) was to be retained by Alliance as a commission. The agreed-upon payment process required Plaintiff to pay Alliance, and Alliance to pay Sunburst on Plaintiff's behalf after deducting its commission. The contract required payments to be made to Sunburst "by check, subject to clearance".

To fund the payment obligation, Cristadoro directed Plaintiff to wire Two Hundred Fifty Thousand and no/100 Dollars ($250,000) to Alliance's general operating account maintained at Chase Bank and Plaintiff, in response, wired the money as directed. Plaintiff's funds were not segregated in an escrow or trust account following receipt by Alliance. Rather, Cristadoro made the decision Plaintiff's funds would be held in Alliance's general operating account along with funds belonging to Alliance and other clients of Alliance.

Neither Alliance nor Cristadoro subsequently caused the Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000) due to Sunburst to be paid using the funds provided by Plaintiff. Instead, Alliance used Plaintiff's funds for purposes other than payment to Sunburst including payment of Alliance's operating expenses and credit card statements. Cristadoro, without Plaintiff's consent, authorized the use of Plaintiff's funds for payment of Alliance's operating expenses and credit card statements to cover a cash flow shortage. The credit card statements paid, in whole or in part, using Plaintiff's funds included non-business transactions for Cristadoro's personal benefit. After using Plaintiff's funds for reasons other than payment to Sunburst, Alliance had inadequate funds to pay Plaintiff's debt to Sunburst when said debt became due. Plaintiff subsequently used additional funds to satisfy the debt to Sunburst.

Prior to filing its Complaint, Plaintiff demanded return of the funds paid to Alliance. As of the entry of this Consent Judgment, Defendants have not returned any of said funds.

TERMS AND CONDITIONS OF JUDGMENT

1.

Plaintiff shall have judgment against Defendants Alliance Activation, LLC and John Cristadoro for the principal amount of Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000) (the "Principal Amount") plus future interest.

2.

No Writ of Fieri Facias shall issue, and no interest shall accrue for so long as Defendants shall not default under the agreed terms of payment outlined herein.

3.

Defendants shall pay Plaintiff the Principal Amount in the following manner: (i) payment of One Hundred Eighty-Six Thousand and no/100 Dollars ($186,000.00) within three (3) business days following the entry of this Consent Judgment; and (ii) consecutive monthly payments of Five Hundred and no/100 Dollars ($500.00) beginning on the third day[1] of the first full month following the entry of this Consent Judgment and continuing month-to-month until the entire Principal Amount is paid in full together with any interest thereon.

4.

Defendants shall be deemed to be in default under this Consent Judgment if Defendants fail to timely make any payment when due hereunder and such failure is not cured within five (5) business days of written notice to Defendants of Plaintiff's failure to receive the payment, provided that Plaintiff shall only be required to provide one (1) notice within any 12-month rolling period (such that after providing notice one (1) time, any subsequent failure to pay shall be an immediate event of default without any notice from Plaintiff). For purposes of this Consent Judgment, notices may be sent to Defendants at an address to be provided to Plaintiff's counsel in writing contemporaneously herewith.

5.

All monthly payments shall be in immediately available funds and made to Plaintiff by Defendants via electronic means payable to: Sagicor Life Insurance Company, 4010 W. Boy Scout Blvd., Suite 800, Tampa, Florida 33607-5735. Plaintiff shall provide Defendants with instructions for completing electronic payments within two (2) business days of the entry of this Consent Judgment. Payments shall be applied first to accrued interest and then to the Principal Amount. Defendants may prepay the Principal Amount in whole or in part at any time;

provided, however, that any such prepayments shall be applied first to any accrued interest and then to the Principal Amount.

6.

Time is of the essence of this Consent Judgment. In the event Defendants default on any of the payments that is not cured as described above, then, upon written notice to this Court, with copy to Defendants at an address to be provided to Plaintiff's counsel in writing contemporaneously herewith a Writ of Fieri Facias shall issue against Defendants and in favor of Plaintiff in the Principal Amount less credit for any payments made by Defendants. Following an uncured default, interest shall immediately begin to accrue on the unpaid Principal Amount at an annual rate of Ten Percent (10%) and shall continue to accrue until the unpaid Principal Amount is paid in full together with interest thereon.

7.

The Parties acknowledge and agree that this Consent Judgment arises from a debt for money obtained by false pretenses, a false representation, or actual fraud, as defined under 11 U.S.C. § 523(a)(2), and/or from willful and malicious injury by Defendants to the Plaintiff or the Plaintiff's property, as defined under 11 U.S.C. § 523(a)(6). Accordingly, Defendants expressly agree and acknowledge that this Consent Judgment shall not be dischargeable in any bankruptcy proceeding filed by or on behalf of Defendants, and Defendants waive any right to challenge the non-dischargeability of this Consent Judgment in such a proceeding.

8.

Defendants agree that to the extent any payment or transfer is received by Plaintiff in connection with this Consent Judgment, and all or any part of the payment or transfer is subsequently avoided, invalidated, declared to be fraudulent or preferential, set aside or required

---

[1] If the third day of the month falls on a weekend or federal holiday, payment shall be due the next business day.

to be transferred or repaid by Plaintiff or transferred or paid over to a trustee, receiver or any other person, whether under any bankruptcy act or otherwise, then this Consent Judgment shall continue to be effective or shall be reinstated, as the case may be, even if all those liabilities have been paid in full and whether or not Plaintiff is in possession of the debt evidenced by this Consent Judgment, or whether this Consent Judgment has been marked paid, released or canceled, and, to the extent of the payment, repayment or other transfer by Plaintiff, the liabilities or part intended to be satisfied by the payment or transfer shall be revived and continued in full force and effect as if the payment or transfer had not been made.

9.

Defendants agree to pay all costs and expenses incurred by Plaintiff incidental to or in any way relating to Plaintiff's enforcement of the obligations of Defendants hereunder or the protection of Plaintiff's rights in connection herewith, including, but not limited to, reasonable attorneys' fees and expenses, whether or not litigation is commenced and including all reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) and appeals.

10.

In the event Defendants properly comply with the terms hereinabove set forth, Plaintiff will file a satisfaction of judgment and cause the Clerk of Court to mark this Consent Judgment as satisfied in full within ten (10) business days of receipt of the final payment due under Paragraph 3 this Consent Judgment.

[executed on the following page]

IT IS SO ORDERED this 22nd day of October 2025.

WESLEY B. TAILOR, JUDGE
STATE COURT OF FULTON COUNTY

CONSENTED TO:

JEFFERSON M. STARR
Georgia Bar No. 992352
COLEMAN TALLEY LLP
3344 Peachtree Road
Suite 1950
Atlanta, Georgia 30326
Phone: (678) 987-0932
Fax: (770) 698-9729
jeff.starr@colemantalley.com

Attorney for Plaintiff

HAL J. LEITMAN
State Bar No. 446246
CAITLYN POWERS
State Bar No. 856354
ROUNDTREE LEITMAN
KLEIN & GEER, LLC
Century Plaza I, Suite 350
2987 Clairmont Road
Atlanta, Georgia 30329
cpowers@rlkglaw.com
(404)584-1238

Attorneys for Defendants